

CARLTON CABINETS

11645 Riverside Dr. #129
Lakeside, CA 92040
619-465-6900
www.carltoncabinets.com
Lic. 652969

CONTRACT

Home Improvement

JANUARY 17, 2007

CUSTOMER:

DESCRIPTION OF WORK:

- 1) Fabricate new per attached drawings.
- 2) -
- 3) -
- 4) -

SPECIFIC WORK NOT INCLUDED:

- 1) -
- 2) -
- 3) -
- 4) -

SCHEDULE:

Approximate Start Date:

Approximate Completion Date :

The actual completion date may extend beyond this date due to factors beyond our control (availability of materials, sickness, weather, etc.)

LIST OF DOCUMENTS TO BE INCORPORATED INTO THIS CONTRACT:

- | | |
|--------|--|
| 1: | Title Page |
| 2: | Detail Page |
| 3-5: | Specification Page |
| 6-9: | Notices |
| 10: | Signature Page |
| 11-13: | Arbitration Option and Cancellation Form |
| 14-17: | Drawings |

JOB DETAILS

CONSTRUCTION METHOD:

Traditional Face Frame

MATERIALS:

- ✓ Cabinet Exterior:
- ✓ Cabinet Interior:
- ✓ Drawers:
- ✓ Doors and Fronts
- ✓ Moldings

DOOR STYLE:

Maverick raised panel doors and drawer faces

MOLDINGS:

- ✓ Crown: 4 1/2" & 2 1/4" Colonial Crown
- ✓ Base Not Needed
- ✓ Other Scribe molding as needed
- ✓ Other
- ✓ Other

HARDWARE:

- ✓ Hinges: Blum Clip-top 120 degree hinge
- ✓ Drawer Slides Blum Tandem w/soft-close feature
- ✓ Decorative TBD
- ✓ Decorative
- ✓ Other
- ✓ Other
- ✓ Other
- ✓ Other

COUNTER TOPS:

5/8" plywood decking for granite

FINISH:

Stain, distressing, Van Dyke glaze and Conversion Varnish

INSTALLATION:

Yes

SPECIFICATIONS & BASIC AGREEMENT

LINE-BY-LINE DESCRIPTION OF OUR CONTRACT

CUSTOMER:

This section will have the job address and the name of the person or persons entering into this contract.

DESCRIPTION OF WORK:

This section has a brief description of the work we are to perform. It will usually reference a drawing and/or a Job Detail page. These drawings are a part of this contract. They will have much more specific information as to what is included in the contract. **These drawings take precedence over any other plans, drawings or conversations.** If you are unsure of something, or if something is missing, please ask. This will help us avoid potential problems and misunderstandings. This section also covers specific items that are not included.

SCHEDULE:

This section notes the approximate start and completion dates of the work to be performed. These dates are not guaranteed, but we will always do our best to meet them. Many factors effect completion dates, including: Timeliness in agreeing to design, materials and finish; Availability of materials; Failure of other contractors or homeowner to complete necessary preparation and many others. Due to these factors, we never enter into date-driven punish/reward type contracts. Commencement of work will begin after 3 days and within twenty days of the signing of this contract. This work will include: Jobsite measurements and inspection, Design, Making of samples, Layout and Material purchasing.

LIST OF DOCUMENTS TO BE INCORPORATED INTO THIS CONTRACT:

A table of contents.

CONSTRUCTION METHOD:

This section denotes the construction method used to build the cabinets. The three basic types are, Traditional Face Frame, Full-Overlay FaceFrame and European/Frameless. Descriptions of the two methods are:

a. Traditional: Cabinets are built with a face frame. The cabinet boxes are $\frac{3}{4}$ " material glued, nailed and/or screwed together with a solid wood face frame and usually a $\frac{1}{4}$ " back. All exterior nail and screw holes are filled and sanded. This style of cabinetry is strong and, if properly taken care of, will last for decades.

b. Full-Overlay Face Frame: Cabinets are built with a face frame. For this construction, the frame members are smaller which allows a $\frac{1}{4}$ " reveal between doors and/or drawer faces. This allows a frameless look for the cost of frame-style cabinets. The cabinet boxes are $\frac{3}{4}$ " material glued, nailed and/or screwed together with a solid wood face frame and usually a $\frac{1}{4}$ " back. All exterior nail and screw holes are filled and sanded. This style of cabinetry is strong and, if properly taken care of, will last for decades.

c. European/Frameless: This style has its origins in Europe. Traditionally, kitchen cabinets in many parts of Europe were considered furniture, so when you moved, you took your cabinets with you. Those cabinets were built in modules or small sections for easy transport and set up. The cabinets were frameless, and could be interchanged to fit different areas. The modern, clean look of those cabinets has become quite popular here, and accounts for roughly 20% of the cabinets sold in the US. Without a frame, European cabinets utilize slightly more space than framed cabinets. Due to the tighter tolerances ($\sim\frac{1}{8}$ " between doors and/or drawer faces) this method demands, the cost for European style cabinets is more than for the traditional method. They are built with $\frac{3}{4}$ " sides, tops and bottoms and $\frac{1}{4}$ " backs.

MATERIALS:

This section describes the materials used in construction.

a. Exterior: This describes the material that will be used in all areas that are visible to someone standing in the area where the cabinets are, and when all doors and drawers are closed. This also includes areas behind clear glass doors or partitions. Material designated "select" refers to the grade of material to be used. Select grade has fairly uniform color with small imperfections (knots, mineral stains). This is the finest grade that we can buy in quantity. As wood is a natural product, variations will occur. If you are unsure of the degree of variations possible, we will be glad to show you various samples of the wood you have chosen. Darker stains will allow for less variation, while lighter or natural finishes will show much more.

b. Interior: This describes the materials that will be used in the areas visible when a door or drawer is

opened. The two most popular choices are wood and melamine. Wood interiors will have a mixture of light colored veneered plywood, usually birch and maple. Wood is strong, and glues and nails well. It also holds up good over time. Melamine is particleboard with a fused coating of plastic on both sides. People like it for its clean, white (other colors are available for a slight extra charge) look, and ease of cleaning. It will hold up very well unless it gets soaked (such as a leak under the sink). Other interior options are select hardwood veneers and plastic laminate over plywood.

c. Drawers: The drawer boxes and rollout trays may be a different material than the cabinet interior. Choices are veneered ply, melamine and solid dove-tailed maple.

d. Doors and Drawer Fronts: Description of materials for the doors and fronts if different than the cabinets.

e. Moldings: Description of materials for the moldings if different than the cabinets.

DOOR STYLE

This line describes the cabinet door style. It will usually have a name of a door selected from a catalog or a description of a door we build. It will say whether the door will have a finger pull or some other special edge. Unless otherwise noted, all drawer fronts are considered "plain" style without routing or framework. Please see samples if you are unsure.

MOLDINGS

This section describes the style of moldings to be used in your project. Samples are available for all moldings.

HARDWARE

This section describes the functional, convenience and decorative hardware that is included in the price. Decorative hardware from our stock line is included in the price. If you choose to purchase your own hardware, you will receive a \$10/pull credit. Installation of customer provided hardware will be quoted after we have had a chance to examine it. \$5-7/piece is the average charge for standard hardware. The cost will be higher for hardware that: Is not available at time of installation, Is antique or other type of exotic pull, Requires special fasteners, Requires extra installation time.

a. Hinges: Our standard hinge is the Blum fully concealed, self-closing hinge. This hinge allows for a door opening angle of about 120 degrees. For most applications, this hinge works well. A 175-degree hinge is available at added cost. A soft-close device is available for these hinges.

b. Drawer slides: Our standard slide is the Accuride 3832 full-extension slide. Optional slides include the Blum 230 slide, an economical $\frac{3}{4}$ extension slide and the Blum Tandem slide, a premium, soft-closing, concealed under-mount slide.

COUNTER TOPS:

This section describes the counter top we are providing. For most granite and tile counters, we can provide a 5/8" plywood top. The cost will include cutouts for your appliances and sinks (Sinks and appliances MUST be onsite for cutouts) Other types of counters (soapstone, Corian et.) will not require a top.

FINISH

This section describes the finish of your cabinets.

a. Interiors: Wood cabinet interiors, shelves, drawers and rollouts are given a coat of sealer and a coat of lacquer.

b. Exteriors: Standard finish is stain (see samples), sealer, and two coats of semi-gloss lacquer. Prices are based on stock stain colors. At an extra cost, we can custom mix colors to compliment a piece you have or from a magazine or book, but we do not guarantee color matches. Final finishes may vary slightly from samples provided due to a variety of factors. An upgraded finish of catalyzed or conversion varnish is available. Although we use the best materials available, all finishes, and especially lacquer finishes, will change color when exposed to sunlight. With a stained cabinet, the effect is not very noticeable, but with a clear finish, especially on lighter woods, like maple, the color change may not be acceptable. For this reason, we recommend the conversion varnish on clear finishes for lighter woods (maple, birch etc.). Most hardwoods will darken with age—this is normal.

INSTALLATION

This line designates if we are installing the cabinets or not. The price does not include removal of existing cabinets or counter tops unless specifically noted.

a. Tear-out: If we are removing your old cabinets, please empty them before our arrival. You may be charged by the hour if we have to empty cabinets. If you wish to save some of your old cabinets, let us know. We will try to remove them intact, but it is usually not possible. We will disconnect and remove old appliances and fixtures, but are not responsible for damage to them. Unless arrangements have been

made, we are not responsible for wall repairs, patching or touch-up painting. We will haul away all items we remove.

b. Installation: We install only our cabinets and counter tops, unless other arrangements have been made. The appropriate, licensed contractor should perform plumbing, electrical, construction and installation of appliances. We can recommend contractors, but are not responsible for their performance. During installation, we will take reasonable care not to damage walls, wallpaper and trim, but we will not be responsible for minor repairs to these surfaces. Paint touch-up is usually required after cabinet installation. Dust is a by-product of every installation. Please cover sensitive items. While we are working on your project, we must ask everyone to stay out of the work area. Many of our cabinets are quite heavy, and can cause injury to us, you, children or pets. Our tools are professional style and many don't have the safeguards required of residential tools. If you have pets, please confine them. We cannot be responsible for watching out for pets.

CONTRACT PRICE:

This line has the total contract amount. The total amount includes all items in the proposal and any taxes due.

DOWN PAYMENT:

SCHEDULE OF PROGRESS PAYMENTS:

The payment schedule is usually very simple. We collect a deposit upon signing of the proposal. The deposit will be 10% of the contract or \$1,000 whichever is less. A progress payment of 20% will be due upon acceptance of drawings, material selection, material delivery (to shop) and final measurements. Another 25% payment may be due upon delivery or start of installation of cabinets. 50% of the cost of all change orders is due on signing. In general, the original contract balance will be due upon our completion of the job. The balance of change orders and extras will come due as they are completed. Exceptions to this occur when: a) Installation is held up due to request from another contractor or the homeowner. In this case, payments that total 80% of the contract are required. b) The job is installed in many stages such as a kitchen and several bathrooms or other cabinets. In this case, the payments will be defined by the work done. c) In the event that one cabinet or some items cannot be installed because another contractor must finish his work first. Such as, when a granite top is installed and we must come back to install an appliance garage or other cabinets. In this case, payments that total 80% of the contract are required. d) In the case where we are missing a small item or two, and it will take more than a week to obtain. An example would be a pair of doors we must re-order, and then finish. We ask that payments totaling 80% of the contract be paid.

TERMS

Our terms are simple. A deposit is paid upon contract signing. We accept cash, credit cards and checks. Your check may be processed electronically. After processing, your voided check will be returned to you for your records. If you are charged a fee by your bank, you may deduct it from your final payment. Invoices are due and payable upon receipt. We asked to be paid, in full, upon completion or in accordance with exceptions listed above. If we are not paid within thirty days of any invoice date, a 1 ½% per month finance charge will accrue from the invoice date. You will also be responsible for any fees paid to collect this debt. In the remote event of a dispute that we cannot settle adequately, you may voluntarily agree to participate in the binding arbitration program of the California State Contractor's License Board. PO Box 26000, Sacramento, CA 95826.

CANCELLATION:

A cancellation form has been attached to this contract. By midnight on the third business day after signing the contract, you may cancel with no monies due and the return of any deposits. You do not need to use the form provided. You must simply state in writing that you wish to cancel. A confirmed fax, email or Postal mail notice will suffice.



Information About Commercial General Liability Insurance Home Improvement

Pursuant to California Business & Professions Code §7159.3 (SB 2029), home improvement contractors must provide this notice and disclose whether or not they carry commercial general liability insurance.

Did your contractor tell you whether he or she carries Commercial General Liability Insurance?

Home improvement contractors are required by law to tell you whether or not they carry Commercial General Liability Insurance. This written statement must accompany the bid, if there is one, and the contract.

What does this insurance cover?

Commercial General Liability Insurance can protect against third-party bodily injury and accidental property damage. It is not intended to cover the work the contractor performs.

Is this insurance required?

No. But the Contractors State License Board strongly recommends that all contractors carry it. The Board cautions you to evaluate the risk to your family and property when you hire a contractor who is not insured. Ask yourself, if something went wrong, would this contractor be able to cover losses ordinarily covered by insurance?

How can you make sure the contractor is insured?

If he or she is insured, your contractor is required to provide you with the name and telephone number of the insurance company. Check with the insurance company to verify that the contractor's insurance coverage will cover your project.

What about a contractor who is self-insured?

A self-insured contractor has made a business decision to be personally responsible for losses that would ordinarily be covered by insurance. Before contracting with a self-insured contractor, ask yourself, if something went wrong, would this contractor be able to cover

losses ordinarily covered by insurance?

CARLTON CABINETS carries Commercial General Liability Insurance.
The insurance company is Safeco Insurance Policy # 01-CE-691246-7
You may call the insurance company at 619-282-6849 to verify coverage.

CARLTON CABINETS has employees and carries worker's compensation insurance.

For more information about Commercial General Liability Insurance, contact the Contractors State License Board at www.cslb.ca.gov or call 800-321-CSLB (2752).



Checklist for Homeowners

Home Improvement

Pursuant to California Business & Professions Code §7159.3 (SB 2029), home improvement contractors must provide this notice.

Check out the Contractor

- ✓ Did you contact the Contractors State License Board (CSLB) to check the status of the contractor's license?
- ✓ *Contact the CSLB at 1-800-321-CSLB (2752) or visit our web site: www.cslb.ca.gov.*
- ✓ Did you get at least 3 local references from the contractors you are considering? *Did you call them?*
- ✓ Building Permits—will the contractor get a permit before the work starts?

Check Out the Contract

- ✓ Did you read and do you understand your contract?
- ✓ Does the 3-day right to cancel a contract apply to you?
Contact the CSLB if you don't know.
- ✓ Does the contract tell you when work will start and end?
- ✓ Does the contract include a detailed description of the work to be done, the material to be used, and equipment to be installed?
- ✓ *This description should include brand names, model numbers, quantities and colors. Specific descriptions now will prevent disputes later.*
- ✓ Are you required to pay a down payment?
- ✓ *If you are, the down payment should never be more than 10% of the contract price or \$1,000, whichever is less.*
- ✓ Is there a schedule of payments?
- ✓ *If there is a schedule of payments, you should pay only as work is completed and not before. There are some exceptions—contact the CSLB to find out what they are.*
- ✓ Did your contractor give you a “Notice to Owner,” a warning notice describing liens and ways to prevent them?
- ✓ *Even if you pay your contractor, a lien can be placed on your home by unpaid laborers, subcontractors, or material suppliers. A lien can result in you paying twice or, in some cases, losing your home in a foreclosure. Check the “Notice to Owner” for ways to protect yourself.*
- ✓ Did you know changes or additions to your contract **must** all be in writing?
Putting changes in writing reduces the possibility of a later dispute

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe."

Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826."

CONTRACT PRICE: \$10,930.00

DOWN PAYMENT: \$1,000.00

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

SCHEDULE OF PROGRESS PAYMENTS:

1 st Payment Due on Final Measurement:	\$2,200.00
2 nd Payment Due on Delivery:	\$2,700.00
Final Payment Due on Completion:	\$5,130.00

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

Note about Extra Work and Change Orders,

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

TERMS:

Payments are due and payable upon receipt of invoice. Payments more than thirty days past due may be charged a 1 ½%/month service charge. Reasonable charges for collection on unpaid invoices may be assessed. This contract is withdrawn if not signed within 15 days from the date at the top.

SIGNATURE:

By signing, I agree I have read this contract and understand it in full. I also agree to be bound by its terms:

Customer(s):
X_____

Carlton Cabinets:
X_____

X_____

Date:

Date:

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Three-Day Right to Cancel

"You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract."

I have received two copies of a three-day right to cancel form pertaining to this contract. The date on the forms match the signing date of the above contract:

X _____

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Int. _____

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation

_____ (enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

_____ (name of seller)

at _____

(address of seller's place of business)

not later than midnight of _____

(date)

I hereby cancel this transaction _____

(date)(buyer's signature)

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation

_____ (enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

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To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

(name of seller) _____

at _____

(address of seller's place of business)

not later than midnight of _____

(date)

I hereby cancel this transaction _____

(date)

_____ (buyer's signature)