

AMENDED IN ASSEMBLY MARCH 27, 2006

CALIFORNIA LEGISLATURE—2005—06 REGULAR SESSION

ASSEMBLY BILL

No. 2073

Introduced by Assembly Member Matthews

February 16, 2006

An act to amend Section ~~7151~~ of 7159 of, and to add Section 7159.9 to, the Business and Professions Code, relating to contractors.

LEGISLATIVE COUNSEL'S DIGEST

AB 2073, as amended, Matthews. Home improvement: exemption for fire alarm installation.

Existing law licenses and regulates contractors by the Contractors' State License Board. Existing law imposes certain requirements on home improvement contractors and home improvement salespersons and defines "home improvement" for purposes of those provisions contracts. Existing law also regulates alarm company operators by the Bureau of Security and Investigative Services.

This bill would exclude the *sale, installation, and servicing* of a fire alarm; *sold* in conjunction with an alarm system; ~~in a residence by a licensed alarm company operator from the definition of home improvement for those purposes from the requirements imposed on home improvement contracts if the cost of making the fire alarm operable does not exceed \$500 and other specified terms and conditions are satisfied.~~

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

1 *SECTION 1. Section 7159 of the Business and Professions*
2 *Code is amended to read:*

3 7159. (a) (1) This section identifies the projects for which a
4 home improvement contract is required, outlines the contract
5 requirements, and lists the items that shall be included in the
6 contract, or may be provided as an attachment.

7 (2) This section does not apply to service and repair contracts
8 ~~which~~ *that* are subject to Section 7159.10, provided the contract
9 for the applicable services complies with Sections 7159.10 to
10 7159.14, inclusive.

11 (3) *This section does not apply to the sale, installation, and*
12 *servicing of a fire alarm sold in conjunction with an alarm*
13 *system, as defined in subdivision (n) of Section 7590.1, provided*
14 *all costs attributable to making the fire alarm system operable,*
15 *including sale and installation costs, do not exceed five hundred*
16 *dollars (\$500), and the licensee complies with the requirements*
17 *set forth in Section 7159.9.*

18 (4) *This section does not apply to any costs associated with*
19 *monitoring a burglar or fire alarm system.*

20 (5) Failure by the licensee, his or her agent or salesperson, or
21 by a person subject to be licensed under this chapter, to provide
22 the specified information, notices, and disclosures in the contract,
23 or to otherwise fail to comply with any provision of this section,
24 is cause for discipline.

25 (b) For purposes of this section, “home improvement contract”
26 means an agreement, whether oral or written, or contained in one
27 or more documents, between a contractor and an owner or
28 between a contractor and a tenant, regardless of the number of
29 residence or dwelling units contained in the building in which the
30 tenant resides, if the work is to be performed in, to, or upon the
31 residence or dwelling unit of the tenant, for the performance of a
32 home improvement, as defined in Section 7151, and includes all
33 labor, services, and materials to be furnished and performed
34 thereunder, if the aggregate contract price specified in one or
35 more improvement contracts, including all labor, services, and
36 materials to be furnished by the contractor, exceeds five hundred
37 dollars (\$500). “Home improvement contract” also means an
38 agreement, whether oral or written, or contained in one or more

1 documents, between a salesperson, whether or not he or she is a
2 home improvement salesperson, and an owner or a tenant,
3 regardless of the number of residence or dwelling units contained
4 in the building in which the tenant resides, which provides for the
5 sale, installation, or furnishing of home improvement goods or
6 services.

7 (c) In addition to the specific requirements listed under this
8 section, every home improvement contract and any person
9 subject to licensure under this chapter or his or her agent or
10 salesperson shall comply with all of the following:

11 (1) The writing shall be legible.

12 (2) Any printed form shall be readable. Unless a larger
13 typeface is specified in this article, text in any printed form shall
14 be in at least 10-point typeface and the headings shall be in at
15 least 10-point boldface type.

16 (3) (A) Before any work is started, the contractor shall give
17 the buyer a copy of the contract signed and dated by both the
18 contractor and the buyer. The buyer's receipt of the copy of the
19 contract initiates the buyer's rights to cancel the contract
20 pursuant to Sections 1689.5 to 1689.14, inclusive, of the Civil
21 Code.

22 (B) The contract shall contain on the first page, in a typeface
23 no smaller than that generally used in the body of the document,
24 both of the following:

25 (i) The date the buyer signed the contract.

26 (ii) The name and address of the contractor to which the
27 applicable "Notice of Cancellation" is to be mailed, immediately
28 preceded by a statement advising the buyer that the "Notice of
29 Cancellation" may be sent to the contractor at the address noted
30 on the contract.

31 (4) A statement that, upon satisfactory payment being made
32 for any portion of the work performed, the contractor shall, prior
33 to any further payment being made, furnish to the person
34 contracting for the home improvement or swimming pool work a
35 full and unconditional release from any claim or mechanic's lien
36 pursuant to Section 3114 of the Civil Code for that portion of the
37 work for which payment has been made.

38 (5) A change-order form for changes or extra work shall be
39 incorporated into the contract and shall become part of the

1 contract only if it is in writing and signed by the parties prior to
2 the commencement of any work covered by a change order.

3 (6) The contract shall contain, in close proximity to the
4 signatures of the owner and contractor, a notice stating that the
5 owner or tenant has the right to require the contractor to have a
6 performance and payment bond.

7 (7) If the contract provides for a contractor to furnish joint
8 control, the contractor shall not have any financial or other
9 interest in the joint control.

10 (8) The provisions of this section are not exclusive and do not
11 relieve the contractor from compliance with any other applicable
12 provision of law.

13 (d) A home improvement contract and any changes to the
14 contract, shall be in writing and signed by the parties to the
15 contract prior to the commencement of any work covered by the
16 contract or applicable change order, and shall include or comply
17 with all of the following:

18 (1) The name, business address, and license number of the
19 contractor.

20 (2) If applicable, the name and registration number of the
21 home improvement salesperson that solicited or negotiated the
22 contract.

23 (3) The following heading on the contract form that identifies
24 the type of contract in at least 10-point boldface type: “Home
25 Improvement.”

26 (4) The following statement in at least 12-point boldface type:
27 “You are entitled to a completely filled in copy of this
28 agreement, signed by both you and the contractor, before any
29 work may be started.”

30 (5) The heading: “Contract Price,” followed by the amount of
31 the contract in dollars and cents.

32 (6) If a finance charge will be charged, the heading: “Finance
33 Charge,” followed by the amount in dollars and cents. The
34 finance charge is to be set out separately from the contract
35 amount.

36 (7) The heading: “Description of the Project and Description
37 of the Significant Materials to be Used and Equipment to be
38 Installed,” followed by a description of the project and a
39 description of the significant materials to be used and equipment
40 to be installed. For swimming pools, the project description

1 required under this paragraph also shall include a plan and scale
2 drawing showing the shape, size, dimensions, and the
3 construction and equipment specifications.

4 (8) If a down payment will be charged, the details of the down
5 payment shall be expressed in substantially the following form,
6 and shall include the text of the notice as specified in
7 subparagraph (C):

8 (A) The heading: “Down Payment.”

9 (B) A space where the actual down payment appears.

10 (C) The following statement in at least 12-point boldface type:

11 “THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR
12 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS
13 LESS.”

14 (9) If any payments, other than the down payment, is to be
15 made before the project is completed, the details of these
16 payments, known as progress payments, shall be expressed in
17 substantially the following form, and shall include the text of the
18 statement as specified in subparagraph (C):

19 (A) A schedule of progress payments shall be preceded by the
20 heading: “Schedule of Progress Payments.”

21 (B) Each progress payment shall be stated in dollars and cents
22 and specifically reference the amount of work or services to be
23 performed and any materials and equipment to be supplied.

24 (C) The section of the contract reserved for the progress
25 payments shall include the following statement in at least
26 12-point boldface type:

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

35 (10) The contract shall address the commencement of work to
36 be performed in substantially the following form:

37 (A) A statement that describes what constitutes substantial
38 commencement of work under the contract.

39 (B) The heading: “Approximate Start Date.”

40 (C) The approximate date on which work will be commenced.

1 (11) The estimated completion date of the work shall be
2 referenced in the contract in substantially the following form:

3 (A) The heading: "Approximate Completion Date."

4 (B) The approximate date of completion.

5 (12) If applicable, the heading: "List of Documents to be
6 Incorporated into the Contract," followed by the list of
7 documents incorporated into the contract.

8 (13) The heading: "Note about Extra Work and Change
9 Orders," followed by the following statement:

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

17 (e) All of the following notices shall be provided to the owner
18 as part of the contract form as specified or, if otherwise
19 authorized under this subdivision, may be provided as an
20 attachment to the contract:

21 (1) A notice concerning commercial general liability
22 insurance. This notice may be provided as an attachment to the
23 contract if the contract includes the following statement: "A
24 notice concerning commercial general liability insurance is
25 attached to this contract." The notice shall include the heading
26 "Commercial General Liability Insurance (CGL)," followed by
27 whichever of the following statements is both relevant and
28 correct:

29 (A) "(The name on the license or 'This contractor') does not
30 carry commercial general liability insurance."

31 (B) "(The name on the license or 'This contractor') carries
32 commercial general liability insurance written by (the insurance
33 company). You may call the (insurance company) at _____
34 to check the contractor's insurance coverage."

35 (C) "(The name on the license or 'This contractor') is
36 self-insured."

37 (2) A notice concerning workers' compensation insurance.
38 This notice may be provided as an attachment to the contract if
39 the contract includes the statement: "A notice concerning
40 workers' compensation insurance is attached to this contract."

1 The notice shall include the heading “Workers’ Compensation
2 Insurance” followed by whichever of the following statements is
3 correct:

4 (A) “(The name on the license or ‘This contractor’) has no
5 employees and is exempt from workers’ compensation
6 requirements.”

7 (B) “(The name on the license or ‘This contractor’) carries
8 workers’ compensation insurance for all employees.”

9 (3) A notice that provides the buyer with the following
10 information about the performance of extra or change-order
11 work:

12 (A) A statement that the buyer may not require a contractor to
13 perform extra or change-order work without providing written
14 authorization prior to the commencement of any work covered by
15 the new change order.

16 (B) A statement informing the buyer that extra work or a
17 change order is not enforceable against a buyer unless the change
18 order also identifies all of the following in writing prior to the
19 commencement of any work covered by the new change order:

20 (i) The scope of work encompassed by the order.

21 (ii) The amount to be added or subtracted from the contract.

22 (iii) The effect the order will make in the progress payments or
23 the completion date.

24 (C) A statement informing the buyer that the contractor’s
25 failure to comply with the requirements of this paragraph does
26 not preclude the recovery of compensation for work performed
27 based upon legal or equitable remedies designed to prevent
28 unjust enrichment.

29 (4) A notice with the heading “Mechanics’ Lien Warning”
30 written as follows:

31 “MECHANICS LIEN WARNING:

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

37 Even if you pay your contractor in full, unpaid subcontractors,
38 suppliers, and laborers who helped to improve your property may
39 record mechanics’ liens and sue you in court to foreclose the lien.
40 If a court finds the lien is valid, you could be forced to pay twice

1 or have a court officer sell your home to pay the lien. Liens can
2 also affect your credit.

3 To preserve their right to record a lien, each subcontractor and
4 material supplier must provide you with a document called a
5 '20-day Preliminary Notice.' This notice is not a lien. The
6 purpose of the notice is to let you know that the person who
7 sends you the notice has the right to record a lien on your
8 property if he or she is not paid.

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

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

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

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

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

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

36 (5) The following notice shall be provided in at least 12-point
37 typeface: "Information about the Contractors' State License
38 Board (CSLB): CSLB is the state consumer protection agency
39 that licenses and regulates construction contractors.

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

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

12 For more information:

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

14 Call CSLB at 800-321-CSLB (2752)

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

16 (6) (A) The notice set forth in subparagraph (B) and entitled
17 "Three-Day Right to Cancel," shall be provided to the buyer
18 unless the contract is:

19 (i) Negotiated at the contractor's place of business.

20 (ii) Subject to the "Seven-Day Right to Cancel," as set forth in
21 paragraph (8).

22 (iii) Subject to licensure under the Alarm Company Act
23 (Chapter 11.6 (commencing with Section 7590)), provided the
24 alarm company licensee complies with Sections 1689.5, 1689.6,
25 and 1689.7 of the Civil Code, as applicable.

26 (B) "Three-Day Right to Cancel

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

35 If you cancel, the contractor must return to you anything you
36 paid within 10 days of receiving the notice of cancellation. For
37 your part, you must make available to the contractor at your
38 residence, in substantially as good condition as you received it,
39 any goods delivered to you under this contract or sale. Or, you
40 may, if you wish, comply with the contractor's instructions on

1 how to return the goods at the contractor’s expense and risk. If
2 you do make the goods available to the contractor and the
3 contractor does not pick them up within 20 days of the date of
4 your notice of cancellation, you may keep them without any
5 further obligation. If you fail to make the goods available to the
6 contractor, or if you agree to return the goods to the contractor
7 and fail to do so, then you remain liable for performance of all
8 obligations under the contract.”

9 (C) The “Three-Day Right to Cancel” notice required by this
10 paragraph shall comply with all of the following:

- 11 (i) The text of the notice is at least 12-point boldface type.
- 12 (ii) The notice is in immediate proximity to a space reserved
13 for the owner’s signature.
- 14 (iii) The owner acknowledges receipt of the notice by signing
15 and dating the notice form in the signature space.
- 16 (iv) The notice is written in the same language, e.g., Spanish,
17 as that principally used in any oral sales presentation.
- 18 (v) The notice may be attached to the contract if the contract
19 includes, in at least 12-point boldface type, a checkbox with the
20 following statement: “The law requires that the contractor give
21 you a notice explaining your right to cancel. Initial the checkbox
22 if the contractor has given you a ‘Notice of the Three-Day Right
23 to Cancel.’”
- 24 (vi) The notice shall be accompanied by a completed form in
25 duplicate, captioned “Notice of Cancellation,” which shall also
26 be attached to the agreement or offer to purchase and be easily
27 detachable, and which shall contain the following statement
28 written in the same language, e.g., Spanish, as used in the
29 contract:

30
31 “Notice of Cancellation”

32 /enter date of transaction/
33

34 _____
(Date)
35

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

38 If you cancel, any property traded in, any payments made by
39 you under the contract or sale, and any negotiable instrument
40 executed by you will be returned within 10 days following

1 receipt by the seller of your cancellation notice, and any security
2 interest arising out of the transaction will be canceled.

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

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

16
17 To cancel this transaction, mail or deliver a signed and dated copy of this
18 cancellation notice, or any other written notice, or send a telegram
19 to _____ ,
20 /name of seller/
21 at _____
22 /address of seller’s place of business/
23 not later than midnight of _____.
24 (Date)

25 I hereby cancel this transaction. _____
26 (Date)
27 _____
28 (Buyer's signature)
29

30 (7) (A) The following notice entitled “Seven-Day Right to
31 Cancel” shall be provided to the buyer for any contract that is
32 written for the repair or restoration of residential premises
33 damaged by any sudden or catastrophic event for which a state of
34 emergency has been declared by the President of the United
35 States or the Governor, or for which a local emergency has been
36 declared by the executive officer or governing body of any city,
37 county, or city and county:

38 “Seven-Day Right to Cancel
39 You, the buyer, have the right to cancel this contract within
40 seven business days. You may cancel by e-mailing, mailing,

1 faxing, or delivering a written notice to the contractor at the
2 contractor's place of business by midnight of the seventh
3 business day after you received a signed and dated copy of the
4 contract that includes this notice. Include your name, your
5 address, and the date you received the signed copy of the contract
6 and this notice.

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

21 (B) The "Seven-Day Right to Cancel" notice required by this
22 subdivision shall comply with all of the following:

- 23 (i) The text of the notice is at least 12-point boldface type.
24 (ii) The notice is in immediate proximity to a space reserved
25 for the owner's signature.
26 (iii) The owner acknowledges receipt of the notice by signing
27 and dating the notice form in the signature space.
28 (iv) The notice is written in the same language, e.g., Spanish,
29 as that principally used in any oral sales presentation.
30 (v) The notice may be attached to the contract if the contract
31 includes, in at least 12-point boldface type, a checkbox with the
32 following statement: "The law requires that the contractor give
33 you a notice explaining your right to cancel. Initial the checkbox
34 if the contractor has given you a 'Notice of the Seven-Day Right
35 to Cancel.'"
36 (vi) The notice shall be accompanied by a completed form in
37 duplicate, captioned "Notice of Cancellation," which shall also
38 be attached to the agreement or offer to purchase and be easily
39 detachable, and which shall contain the following statement

1 written in the same language, e.g., Spanish, as used in the
2 contract:

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8

“Notice of Cancellation”

/enter date of transaction/

(Date)

9 “You may cancel this transaction, without any penalty or
10 obligation, within seven business days from the above date.

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

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

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

29

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

32 to _____,

33 /name of seller/

34 at _____

35 /address of seller's place of business/

36 not later than midnight of _____.

37 (Date)

38 I hereby cancel this transaction. _____

39 (Date)

40 _____

(Buyer's signature)

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SEC. 2 Section 7159.9 is added to the Business and Professions Code, to read:

7159.9. (a) The provisions of Section 7159 do not apply to the sale, installation, and servicing of a fire alarm sold in conjunction with an alarm system, as defined in subdivision (n) of Section 7590.1 of the Alarm Company Act, provided the licensee does all of the following:

- (1) Complies with the contract requirements set forth in section 7599.54.*
- (2) Complies with Sections 1689.5, 1689.6 and 1689.7 of the Civil Code, as applicable.*
- (3) Certifies the following statements in writing in the contract or in a separate written document signed by both the licensee and the owner of the residence:*
 - (A) "I certify that all costs attributable to making the fire alarm system operable for the residence identified by this document do not exceed five hundred dollars (\$500)."*
 - (B) "I certify that all statements and representations made by me in this document are true and accurate."*
- (b) The contract or certification shall also include all of the following:*
 - (1) The physical address of the residence for which the certification is applicable.*
 - (2) The name, business address, and license number of the contractor as contained in the official records of the board.*
 - (3) The date that the licensee signed the contract or certification.*
- (c) The licensee shall give an exact copy of the contract or certification to the owner of the residence.*
- (d) The contract or certification shall be retained by the licensee for a period of five years in accordance with the provisions of Section 7111, and shall be made available to the board within 30 days of a written request.*
- (e) Failure by the contractor to provide the board with the certification or contract within 30 days of a written request is cause for discipline.*
- (f) Failure by the licensee to provide the board with the certification or contract within 30 days of a written request*

1 *creates a presumption that the licensee has violated the*
2 *provisions of Section 7159, unless evidence to the contrary is*
3 *presented within the time frame specified by the board.*

4 SECTION 1. Section 7151 of the Business and Professions
5 Code is amended to read:

6 7151. (a) ~~“Home improvement” means the repairing,~~
7 ~~remodeling, altering, converting, or modernizing of, or adding to,~~
8 ~~residential property and shall include, but not be limited to, the~~
9 ~~construction, erection, replacement, or improvement of~~
10 ~~driveways, swimming pools, including spas and hot tubs,~~
11 ~~terraces, patios, awnings, storm windows, landscaping, fences,~~
12 ~~porches, garages, fallout shelters, basements, and other~~
13 ~~improvements of the structures or land that is adjacent to a~~
14 ~~dwelling house. “Home improvement” shall also mean the~~
15 ~~installation of home improvement goods or the furnishing of~~
16 ~~home improvement services.~~

17 (b) For purposes of this chapter, ~~“home improvement goods or~~
18 ~~services” means goods and services, as defined in Section 1689.5~~
19 ~~of the Civil Code, that are bought in connection with the~~
20 ~~improvement of real property. Those home improvement goods~~
21 ~~and services include, but are not limited to, carpeting, texture~~
22 ~~coating, fencing, air conditioning or heating equipment, and~~
23 ~~termite extermination. Home improvement goods include goods~~
24 ~~that are to be so affixed to real property as to become a part of~~
25 ~~real property whether or not severable therefrom.~~

26 (c) For purposes of this chapter, ~~“home improvement” does~~
27 ~~not include the installation of a fire alarm in a residence by an~~
28 ~~alarm company operator licensed pursuant to the Alarm~~
29 ~~Company Act, Chapter 11.6 (commencing with Section 7590),~~
30 ~~and installed in conjunction with an alarm system, as defined in~~
31 ~~subdivision (n) of Section 7590.1.~~