

Home Improvement Contract

This contract represents a binding legal agreement between the Homeowner and Contractor listed below upon date of signature by both parties:

Contractor:

| | | | |
|-------------------------|--|-----------------------------|--|
| Name | | Business License No. | |
| Street Address | | Email | |
| City, State, Zip | | Phone | |

Homeowner:

| | | | |
|-------------------------|--|--------------|--|
| Name | | | |
| Street Address | | Email | |
| City, State, Zip | | Phone | |

Address of Home Improvement Project:

| |
|--|
| |
|--|

1. Project Scope of Work

Contractor will carry out home improvement services according to the attached Scope of Work, located at the end of this contract.

2. Change Orders

Any additional work or modifications to the work listed in the attached scope of work shall require a change order. A change order is a written document listing the materials and labor required for services not listed in the original home improvement contract, and must be signed by both the Homeowner and Contractor prior to implementation of changes.

3. Licensing & Registration

Contractor warrants that they possess all valid licenses and registrations required by state and local regulations for the work to be performed by Contractor in this project. Copies of contractor licenses and registrations are appended to this contract.

Any and all subcontractors engaged for this project by Contractor shall be properly licensed and registered according to state and local regulations for the work to be performed by the subcontractor on this project.

Contractor Licenses & Registrations:

| <i>Type / Work Approved to Perform</i> | <i>Jurisdiction (State/Locality)</i> | <i>License/Registration No.</i> |
|---|--------------------------------------|---------------------------------|
| | | |
| | | |
| If Contractor is not required to have license or registration for the specified work, list reason(s): | | |
| | | |

4. Permits, Approvals & Inspections

Contractor shall obtain all required permits, including local residential construction permits. Contractor will also pay any fees associated with licensing or inspection of completed work. Contractor shall ensure that all permits are properly closed upon completion of inspections and that, where required, a Certificate of Occupancy is obtained at conclusion of work.

5. Insurance & Loss Coverage

Contractor warrants they are adequately insured for injury to its employees any others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors. Copies of policies/certificates are appended to this contract.

| Contractor Policies | | |
|---------------------------------|------------------------|-------------------------------|
| <i>Type</i> | <i>Issuing Company</i> | <i>Policy/Certificate No.</i> |
| Workers' Compensation Insurance | | |
| Liability Insurance | | |
| Surety Bond | | |

6. Liability Waiver

If Contractor is injured in the course of performing specified work, Homeowner shall be exempt of liability for those injuries to the fullest extent of the law.

7. Property Access

Homeowner agrees to provide Contractor's employees and subcontractors with reasonable access to the property where the home improvement project is taking place.

Contractor agrees to make reasonable efforts to prevent disturbance or damage to the property or surrounding areas.

8. Site Conditions

This home improvement contract is based on observations made during the Contractor's initial walk-through of the property. Unforeseen conditions could lead to unexpected costs. Homeowner agrees to be held fully responsible for increased costs due to mold, insects, building code violations, or other discoveries which were not visible in the initial walk-through.

In the event that such conditions are discovered by the Contractor during the home improvement project, Contractor shall issue a change order for Homeowner's approval. No further work will be performed until Homeowner and Contractor agree on a reasonable means of addressing these unforeseen issues.

9. Timing of Performance

The specified work shall take:

| | |
|-----------------------------|-------------------------------|
| Started On or About: | Completed On or About: |
|-----------------------------|-------------------------------|

10. Materials

The materials used in this project shall consist of: (select one)

| | |
|--------------------------|--|
| <input type="checkbox"/> | Materials listed in attached Scope of Work |
| <input type="checkbox"/> | Materials listed in attached Schedule of Materials |
| <input type="checkbox"/> | Materials described below |

All materials used in this project shall be new, in compliance with all applicable laws and codes, shall be covered by a manufacturer's warranty if appropriate, and obtained by Contractor, except as follows:

| |
|---|
| Materials Exceptions <i>(if no exceptions, write "N/A")</i> |
|---|

Should there be an issue with supply or availability of certain materials, Contractor must notify and receive approval from Homeowner prior to proceeding with use of substitute material. Homeowner will not be responsible for any materials or labor charges on unapproved materials.

11. Project Costs

Homeowner agrees to pay Contractor the following amounts:

| Name | Price | Quantity | Subtotal |
|-------------------------|-------|----------|----------|
| Construction Materials | | | |
| Labor | | | |
| Design | | | |
| Permitting & Inspection | | | |
| TOTAL | | | |

Contractor is responsible for payment of all project subcontractors, materials suppliers, and project permitting, approval and inspection fees.

12. Payment Schedule

Homeowner agrees to make payments to Contractor upon satisfactory completion of project milestones in accordance with the following payment schedule:

| Project Milestone | Payment Amount |
|------------------------------|----------------|
| Down Payment (if applicable) | |
| | 30% |
| | 60% |
| Project Completion | |

Final payment shall be withheld by Homeowner until Contractor provides Homeowner with lien waivers, lien releases, or acknowledgement of full payment from each subcontractor and materials provider involved in project. At time of final payment, Contractor will immediately sign a lien waiver or release, acknowledging receipt of full payment and waiving all rights to place a lien on Homeowner's property in the future.

13. Final Inspection

Final inspection will be made by the Homeowner and Contractor upon the home improvement project's completion. At that time, the Homeowner will have the opportunity to identify any work that is unsatisfactory or incomplete, also called a "Punch List."

Contractor agrees to remedy all issues on the Punch List as soon as reasonably possible, and to allow Homeowner to delay final payment until such issues are remedied and approved by the Homeowner.

14. Warranty

Contractor guarantees that all home improvement work shall be carried out in a professional manner with quality workmanship. Contractor shall guarantee the quality of all labor and installation performed for a period of time indicated below. This warranty covers any fault or failure of installation or construction associated with the home improvement project. The warranty does not cover ordinary wear and tear, abuse, neglect, or acts of God.

| | |
|------------------------|--|
| Warranty Period | |
|------------------------|--|

15. Dispute Resolution

Both parties agree to take reasonable measures to resolve any conflicts or issues before, during, and after the home improvement project. In the event that a satisfactory conclusion to any conflict cannot be reached, both the Homeowner and Contractor agree to seek a resolution through a neutral arbitrator, and agree that the decision of any such arbitrator shall be considered final and unappealable.

16. Termination

Either party may, within three (3) days of signing this agreement, cancel this agreement for any reason by written notice to the other party.

At any point during this agreement, if either Homeowner or Contractor conclude that further performance under this agreement is hampered by communication problems, misunderstandings or mistrust, or if the personal circumstances of Contractor or Homeowner change to such a degree so as to interfere materially with the continuing progress of the work, either party may, upon seven (7) days' prior written notice to the other party, terminate this agreement.

17. Acceptance

The undersigned parties agree that, having read and understood the entirety of this home improvement contract and its attachments, this contract shall commence as of date indicated below with the full intent that all parties involved uphold and enforce the full terms of this contract at all times.

| | |
|----------------------------|--|
| Contract Start Date | |
|----------------------------|--|

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES OR MISSING ATTACHMENTS

| Contractor | | Homeowner | |
|-------------------|--|------------------|--|
| Signed by: | | Signed by: | |
| (Name) | | (Name) | |
| | | | |
| <i>Signature</i> | | <i>Signature</i> | |
| Date: | | Date: | |

SAMPLE