Home Improvement Contract

1. Parties, license and property

1.1 Date and parties. This Home Improvement Contract is dated **[Contract date: _____]** and is made between **[Owner's full legal name: _____]** (the "Owner"), of [Owner's mailing address: _____], and **[Contractor's legal name: _____]**, [Contractor's entity type: _____] (the "Contractor"), with its place of business at [Contractor's place of business (street address): _____]. The Owner and the Contractor are each a "Party" and together the "Parties".

1.2 Contact details. Owner: telephone [Owner's telephone: _____], email [Owner's email: _____]. Contractor: telephone [Contractor's telephone: _____], email [Contractor's email: _____]. The person who sold or negotiated this Contract for the Contractor is [Salesperson or negotiator: _____].

1.3 License. The Contractor's home improvement, trade or general contractor license or registration is [License or registration number: _____], issued by [Licensing agency: _____], and it expires on [License expiration date: _____]. Section 5 gives the Contractor's duties about this license.

1.4 Property. The work will be done at **[Property street address: _____]**, in [Property county: _____] County, [Property state: _____] (the "Property"). The "Property State" is [Property state: _____]. The home was built in or about [Year the home was built: _____].

1.5 Ownership and authority. The Owner states that the Owner owns the Property, or holds an interest in it that allows the Work. If another person is an owner of record, or if a landlord, association or lender must consent, the Owner will get that consent in writing before the Work starts. If more than one person signs as Owner, each is bound by this Contract, each may give instructions under Section 16.1, and any one of them may cancel under Section 29.

1.6 Residential use. The Owner enters into this Contract mainly for personal, family or household purposes. This Contract covers repair, remodeling or improvement of an existing home. It is not a contract to build a new home or for a public work.

2. Definitions

2.1 Terms. In this Contract:

(a) "Allowance" means an amount included in the Contract Price for an item that the Owner has not yet chosen.

(b) "Business Day" means any calendar day except Sunday or a federal holiday. Saturday is a Business Day. "Day" without the word "Business" means a calendar day.

(c) "Change Order" means a written change to the Work, the Contract Price or the Schedule that both Parties sign under Section 12.

(d) "Concealed Condition" has the meaning in Section 13.1.

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(e) "Contract Price" means the price in Section 8.1, as changed by Change Orders.

(f) "Defective Work" means Work that is not done in a good and workmanlike manner, does not match this Contract or the manufacturer's written instructions, or does not comply with a code that applies.

(g) "Final Completion" has the meaning in Section 24.4.

(h) "Law" means each federal, state and local statute, regulation, code, ordinance and permit condition that applies to the Work, the Property or a Party.

(i) "Schedule" with a letter means an attachment to this Contract. "Work Schedule" means the dates in Section 7.

(j) "Subcontractor" means a person, other than an employee of the Contractor, that the Contractor hires at any tier to do part of the Work or to supply labor for it. "Supplier" means a person that supplies materials or equipment for the Work at any tier.

(k) "Substantial Completion" has the meaning in Section 24.1.

(l) "Work" means all labor, materials, equipment, supervision, permits and services needed to complete the job described in Section 3 and Schedule A.

2.2 Reading this Contract. Headings are for convenience. "Including" means "including without limitation". A reference to a Law means that Law as amended or replaced. A written statement may be an email where Section 34 allows it.

3. Scope of work, specifications and exclusions

3.1 Work. The Contractor will perform the following project at the Property: **[Project description: _____]**. Schedule A describes the Work in detail, with the principal products and materials by brand, model, size, grade, color and quantity where these matter.

3.2 Complete job. The Contract Price includes every item that Schedule A lists. It also includes items that Schedule A does not name but that are reasonably needed to complete the listed Work, to meet the code, or to follow the manufacturer's written installation instructions, unless Schedule A excludes them or Section 13 applies.

3.3 Exclusions. The Work does not include the items listed as exclusions in Schedule A. The Contractor will not do excluded or extra work, and the Owner will not owe payment for it, unless a Change Order is signed first.

3.4 Standard of work. The Contractor will perform the Work in a good and workmanlike manner, with people who have the skill and, where the Law requires it, the license for their tasks. The Work will comply with the Law, the permits and the manufacturer's written instructions. Materials will be new and of good quality unless Schedule A states otherwise.

3.5 Matching existing finishes. The Contractor will make a reasonable effort to match existing finishes where new Work meets old. An exact match of aged, weathered or discontinued material cannot be guaranteed. If a visible mismatch is likely, the Contractor will tell the Owner and show a sample before installing the item.

3.6 Measurements and drawings. The Contractor is responsible for its own field measurements. Plans

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and drawings listed in Schedule A are part of the Work description. If the Contractor finds an error in a drawing or an instruction that the Owner supplied, it will tell the Owner in writing before it does the affected Work. If the Law requires a licensed designer or engineer, Schedule A states which Party hires that person.

3.7 No oral promises. A promise made by a salesperson, in an advertisement or in an earlier estimate is binding only if it is written in this Contract. This Section does not limit a claim or right that the Law does not let the Parties limit.

4. Contract documents and order of precedence

4.1 Documents. This Contract consists of these documents, and no others unless a Change Order adds them:

(a) signed Change Orders and amendments, with the latest first;

(b) the notices and state terms attached in Schedule G;

(c) Sections 1 to 39 and the signature page;

(d) Schedules A to F; and

(e) the plans, specifications and product sheets listed in Schedule A.

4.2 Order of precedence. If the documents conflict, the document that comes first in the list above controls. A specific term controls over a general term in the same document. A term or notice that the Law requires controls over every other term.

4.3 Proposal. The Contractor's estimate or proposal is part of this Contract only to the extent that Schedule A names it by number and date. Standard terms printed on a proposal, invoice, delivery ticket or website do not change this Contract.

4.4 Copy for the Owner. The Contractor will give the Owner a complete copy of this Contract, filled in and signed by the Contractor, when the Owner signs it and before any Work starts. No Party may fill in a blank or change a page after signing, except through a Change Order. If the sales presentation was mainly in a language other than English, the Contractor will give the Owner this Contract and the cancellation forms in that language.

5. Contractor licensing, registration and status

5.1 License statement. The Contractor states that it holds each license, registration and certification that the Property State and the local government require in order to offer, contract for and perform the Work. It states that the details in Section 1.3 are true and are in the exact name that appears on the license.

5.2 Continuing duty. The Contractor will keep each license, registration, bond and certification in force from the date of this Contract until it has finished its warranty work. It will tell the Owner in writing within 2 Business Days if one is suspended, revoked or lapsed, and it will stop the affected Work until the problem is cured.

5.3 Verification. The Owner may check the license, complaint history and bond with [Licensing agency: _____] before signing and at any time after that. On request the Contractor will show the license and photo identification of the person in charge at the Property.

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5.4 License needed for payment. If the Law bars a person without a license or registration from collecting payment, nothing in this Contract gives the Contractor a right to payment that the Law denies.

5.5 Independent contractor. The Contractor is an independent contractor. It controls the means and methods of the Work. Its workers are not employees of the Owner. The Contractor pays their wages, payroll taxes, unemployment contributions and benefits.

5.6 Conduct. The Contractor will not use a worker at the Property whom it knows to be a threat to the safety of the household. The Owner may ask for the removal of a worker for a lawful and reasonable cause, stated in writing, and the Contractor will replace that worker without extra charge.

6. Permits, codes and inspections

6.1 Permits. The Contractor will apply for, pay for and obtain the building, trade and other permits that the Work needs, except those that Schedule A assigns to the Owner. The Contractor will apply within [Days to apply for permits: _____] days after the Owner pays the Deposit, or sooner if the Law sets a shorter time. The permit fees are included in the Contract Price unless Schedule B states otherwise.

6.2 No start without permits. The Contractor will not start Work that needs a permit until the permit is issued, and it will post a copy where the Law requires. The Contractor will not ask the Owner to take out an owner-builder permit for the Contractor's Work.

6.3 Codes. The Contractor will perform the Work to the codes in force on the date the permit is issued. If the code official requires the Owner to bring an existing part of the home outside the Work up to code, that requirement is a Concealed Condition, unless the Contractor should have foreseen it on a careful inspection before signing.

6.4 Inspections. The Contractor will schedule each required inspection, will be present if the inspector needs access, and will not cover Work before it passes. It will correct failed Work at its own cost, unless the failure comes from something the Owner supplied or required after a written warning from the Contractor.

6.5 Association and zoning approval. The Owner will apply for approval from a homeowners or condominium association, if one is needed, and will give the Contractor a copy. The Contractor will supply product data and drawings that the application reasonably needs. The Owner is responsible for the location of property lines and for telling the Contractor about easements and restrictions that the Owner knows.

6.6 Records. Before final payment the Contractor will give the Owner copies of each permit, inspection approval and certificate that the Work needed.

7. Start, schedule and completion

7.1 Dates. The Contractor will start the Work on or about **[Start date: _____]** and will reach Substantial Completion on or about **[Completion date: _____]** (the "Completion Date"). The following counts as the start of the Work: [What counts as starting: _____].

7.2 Conditions to start. The Contractor will not start, and will not order materials that cannot be returned, until each of these is done:

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(a) every Party has signed and the Owner holds a signed copy;

(b) each cancellation or rescission period under Sections 11 and 29 has ended and the Owner has not canceled, unless Section 29.6 applies;

(c) the permits needed for the first part of the Work are issued;

(d) the certificates of insurance in Section 21 are delivered;

(e) the lead notice in Section 19 is complete if the home was built before 1978; and

(f) the Owner has paid the Deposit and made the choices that Schedule A requires before the start.

7.3 Progress. After it starts, the Contractor will work with enough people and materials to meet the Work Schedule. It will not leave the Work for more than [Longest gap without work (days): _____] Days in a row without a cause listed in Section 14 and a written explanation to the Owner.

7.4 Milestones. The main stages of the Work and their planned dates are: [Milestones and dates: _____]. The Contractor will tell the Owner promptly if a date is likely to slip, with the reason and a plan to recover the time.

7.5 Deadlines set by Law. If the Law sets a date by which the Contractor must apply for permits, start or finish after it takes an initial payment, the earlier of that date and the date in this Contract applies.

7.6 Time. The Completion Date matters to both Parties. It may move only as Sections 12, 13 and 14 allow. If the Contractor fails to start within [Days of late start before the owner may end the contract: _____] Days after the start date, without a cause listed in Section 14, the Owner may terminate by written notice and receive a full refund of the Deposit, less the cost of any materials that the Owner chooses to keep.

8. Contract price and allowances

8.1 Contract Price. The Owner will pay the Contractor **[Contract price: _____]** for the Work (the "Contract Price"). The pricing method is: **[Pricing method: _____]**. The Contract Price includes labor, materials, equipment, permits, delivery, debris removal, overhead, profit and sales or use tax, unless Schedule B lists an item as excluded.

8.2 Fixed price. If the method is fixed price, the Contract Price changes only by a Change Order, by an Allowance adjustment under Section 8.5 or as Section 31 states. The Contractor carries the risk that labor or material costs more than it expected.

8.3 Time and materials with a cap. If the method is time and materials, the Owner pays the labor rates and the material markup in Schedule B for time and materials that the Work actually uses. The initial written cost estimate is [Initial cost estimate: _____]. The Owner will not pay more than **[Time and materials cap: _____]**, and in no case more than 10% above the initial estimate, unless a Change Order raises the limit before the extra cost is incurred. The Contractor will give the Owner time records and supplier invoices with each invoice.

8.4 Finance charges. The Contract Price is a cash price. It includes no finance charge. Section 11 applies if any part of the price is financed.

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8.5 Allowances. Schedule A lists each Allowance, what it covers and whether it includes delivery, tax and installation. If the actual cost of the item is more or less than the Allowance, the Contract Price goes up or down by the difference. The Contractor will tell the Owner the actual cost in writing before it orders an item above its Allowance, and the Owner will approve the cost or choose another item. The Contractor will charge no extra overhead or profit on an overrun beyond [Markup on allowance overruns: _____].

8.6 Discounts and rebates. The Contractor will pass on to the Owner each manufacturer or utility rebate that belongs to the Owner and will give the Owner the papers for the claim. The Contractor will not offer a price reduction that depends on the Owner referring other customers where the Law does not allow it.

9. Deposit

9.1 Amount. The Owner will pay a deposit of **[Deposit: _____]** (the "Deposit") on [Deposit due date: _____]. The Deposit is a part of the Contract Price and is not an extra charge. The part of the Deposit that pays for special order materials, listed separately, is [Special order materials in the deposit: _____], for these items: [Special order items: _____].

9.2 Legal limit. The Deposit will not be more than the maximum that the Law of the Property State allows. If the amount in Section 9.1 is higher, the Deposit is reduced to that maximum, and the Contractor will return the excess within 5 Business Days. The Contractor will not accept any money before this Contract is signed, or sooner than the Law allows.

9.3 Use. The Contractor will use the Deposit only for the Work, for example to buy materials and to pay permit fees. It will not use the Deposit for another customer's job.

9.4 Trust, escrow or bond. If the Law requires a trust account, an escrow account, a bond or another protection for money paid in advance, the Contractor will provide it within the time that the Law sets and will tell the Owner in writing where the money is held. The details, if any, are: [Deposit trust, escrow or bond details: _____].

9.5 Return. The Contractor will return the Deposit in full if the Owner cancels under Section 29, if a required permit is refused before the Work starts through no fault of the Owner, or if the Contractor does not start as Section 7.6 states. In any other case Section 31 decides what part is returned.

9.6 Receipt. The Contractor will give a dated, signed receipt for the Deposit and for every payment in cash.

10. Progress payments, final payment and late payment

10.1 Payment schedule. The Owner will pay the rest of the Contract Price in the progress payments in Schedule B. Each progress payment is due when the stage that Schedule B describes is complete, and not on a calendar date alone. Schedule B states each amount in dollars and the Work or materials that it pays for.

10.2 No payment ahead of Work. Apart from the Deposit, no payment will be more than the value of the Work performed or the materials delivered to the Property at the time of the payment. The Contractor will not ask for payment ahead of the schedule.

10.3 Invoices. For each payment the Contractor will send an invoice that states the stage, the Work done,

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approved Change Orders, earlier payments and the amount due. The Owner may inspect the Work before paying. An undisputed invoice is due [Days to pay an invoice: _____] Days after the Owner receives it and the papers that Section 23.3 requires.

10.4 Disputed amounts. If the Owner disputes part of an invoice in good faith, the Owner will pay the undisputed part when due and will state the reason for the dispute in writing. The Owner may hold back an amount reasonably needed to cover Defective Work, missing lien releases, unpaid Subcontractors or Suppliers, or damage that the Contractor caused. Payment is not acceptance of Defective Work.

10.5 Final payment. The last payment is **[Final payment: _____]** and is held until Final Completion. The Contractor will not ask the Owner to sign a completion certificate or to make the final payment before the Work is complete under this Contract.

10.6 Late payment. An undisputed amount that is more than 10 Days late bears simple interest at [Late payment interest rate: _____] per year from the due date, but not more than the rate the Law allows. The Contractor will not charge any other late fee.

10.7 Suspension for nonpayment. If an undisputed amount stays unpaid 7 Business Days after written notice, the Contractor may suspend the Work until it is paid, after it makes the Property safe and weathertight. The Completion Date is extended by the length of the suspension.

10.8 Methods. The Owner may pay by [Payment methods: _____]. Checks are payable to the Contractor in its legal name and not to a salesperson or a worker.

11. Financing and security interests

11.1 Method. The Owner will pay the Contract Price from: [Source of payment: _____]. If the Owner must get a loan in order to pay, this Contract depends on loan approval by [Loan approval date: _____]. If the loan is refused by that date after the Owner has applied in good faith, either Party may end this Contract by written notice before the Work starts, and the Contractor will return all payments.

11.2 No security interest by contract. This Contract does not give the Contractor a mortgage, deed of trust or other consensual security interest in the Property. Lien rights that arise under the Law are dealt with in Section 23. The Contractor will not ask the Owner to sign a mortgage, a deed of trust or a confession of judgment.

11.3 Right of rescission. If consumer credit for the Work is or will be secured by a security interest in the Owner's principal dwelling, including an interest that arises by operation of law, the Owner may have a right to rescind the credit transaction until midnight of the third business day after consummation, delivery of the required rescission notice or delivery of all material disclosures, whichever is last. The creditor will give the notices and disclosures. If the Contractor is the creditor, the Contractor will give them. Work will not start, materials will not be delivered and loan money will not be paid out until that period has ended and the creditor is reasonably satisfied that the Owner has not rescinded.

11.4 Seller financing. The Contractor does not extend credit under this Contract unless the Parties attach a separate written credit agreement with the disclosures the Law requires. If this Contract is, or becomes, a consumer credit contract, the following notice is part of it and is printed in bold type of at least 10 points:

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NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

11.5 Arranged loans. If the Contractor refers the Owner to a lender or is connected with the lender, the Contractor will accept loan money only if the loan contract contains the notice that 16 C.F.R. § 433.2 requires. The Contractor will disclose any fee or other benefit that it gets from the lender. Loan money will be released in the stages in Schedule B, and a completion certificate will be signed only under Section 10.5.

11.6 Property assessments. The Parties will not use an assessment on the property tax bill to pay for the Work unless the Owner signs the separate papers and receives the disclosures that the program requires.

12. Change orders

12.1 Written change. A change in the Work, the Contract Price, the payment schedule or the Completion Date needs a Change Order on the form in Schedule C, or on a form with the same information. Both Parties must sign it before the changed Work starts.

12.2 Contents. Each Change Order states:

(a) the scope of the added, omitted or changed Work and materials;

(b) the amount that is added to or taken from the Contract Price, or a capped rate if the amount cannot be fixed;

(c) the effect on the progress payments; and

(d) the effect on the Completion Date, with the new date.

12.3 Request by the Owner. If the Owner asks for a change, the Contractor will give a written price and time effect within [Business days to price a change: _____] Business Days. The Contractor may decline a change that would break the Law or that needs a trade it does not perform.

12.4 No payment without a Change Order. The Owner does not owe payment for extra work that was done without a signed Change Order, and silence, use of the Work or an oral request does not count as approval. A right to recover that the Law gives the Contractor and that the Parties cannot give up is not affected.

12.5 Emergency work. If immediate action is needed to protect people or the Property from injury or damage, the Contractor may take the steps that are reasonably needed and will tell the Owner at once. It will record the steps and their cost within 2 Business Days. The Parties will then sign a Change Order for the reasonable cost, unless the Contractor caused the emergency.

12.6 Deductions. If the Owner leaves out part of the Work before materials for it are ordered, the Contract Price is reduced by the amount in Schedule B, or by the reasonable value of the omitted Work if Schedule B gives no amount.

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12.7 Signers. A Change Order is valid only if the Owner and an authorized representative of the Contractor sign it. A worker or Subcontractor at the Property cannot change this Contract. The Contractor's authorized representative is [Contractor's authorized representative: _____].

13. Concealed and unforeseen conditions

13.1 Meaning. A "Concealed Condition" is a physical condition at the Property that was hidden or unknown, that differs materially from what this Contract shows or what is usual in a home of the same type and age, and that a careful contractor could not have found by a reasonable visual inspection before signing. Examples are rot, insect damage, unsafe wiring, buried debris or a structural defect behind a finished surface.

13.2 Notice. If the Contractor finds a Concealed Condition, it will stop the affected Work, make the area safe, take photographs and tell the Owner in writing within 2 Business Days. It will not disturb the condition further until the Owner has had a fair chance to see it.

13.3 Proposal. Within 5 Business Days after the notice, the Contractor will give the Owner a written proposal with the repair needed, the price and the effect on time. The Owner may accept it by Change Order, propose another solution, hire another licensed contractor for the repair, or leave out the affected Work if it is safe and lawful to do so.

13.4 No agreement. If the Parties cannot agree within 10 Business Days and the Work cannot be completed safely and lawfully without the repair, either Party may end this Contract by written notice. Section 31.4 then applies to the account, and neither Party is in default for that reason alone.

13.5 Waived extras. The Contractor has no claim for a condition that it knew or should have seen before signing, or that it covered up or disturbed before giving notice. The conditions the Contractor saw on its inspection of [Date of inspection before signing: _____] and included in the Contract Price are: [Known conditions included in the price: _____].

13.6 Work that continues. The Contractor will continue the parts of the Work that the condition does not affect. The Completion Date is extended only by the time that the affected Work actually delays the job.

14. Delays and extensions

14.1 Events beyond control. In plain language: neither Party is at fault for a delay that comes from an event it could not reasonably prevent or plan for. Examples are severe weather that is unusual for the season, fire, flood, earthquake, epidemic, war, a strike that is not limited to the Contractor's own workers, a public utility failure, a government order, a late inspection or permit that the Contractor applied for on time, and a shortage of a named product that the Contractor ordered on time. A delay caused by such an event is not abandonment of the Work and is not counted in calculating the time for payment or performance.

14.2 Owner delay. The Completion Date is also extended for delay that the Owner causes, for example by late choices, lack of access, late payment of an undisputed amount, or work by the Owner's other contractors.

14.3 Notice. The Party that is delayed will tell the other in writing within 3 Business Days after it learns of the cause, with the expected length. The extension equals the actual delay to the Work that depends on

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the event. A late notice loses the time that the delay in giving notice prevented the other Party from saving.

14.4 Duty to reduce delay. The delayed Party will take reasonable steps to limit the delay, such as changing the order of the Work or offering an equal product under Section 15.3.

14.5 Not excused. Lack of money, the Contractor's other jobs, a poor work plan, and the default of a Subcontractor without a cause in Section 14.1 are not excuses. An event in this Section does not excuse payment for Work already done.

14.6 Long delay. If an event in Section 14.1 stops the Work for more than [Days of delay before either party may end the contract: _____] Days in a row, either Party may end this Contract by written notice, and Section 31.4 applies.

14.7 Late completion. If the Contractor does not reach Substantial Completion by the Completion Date as extended, the Owner may recover the reasonable extra costs that the delay caused, such as temporary lodging or storage, that the Owner can show and could not reasonably avoid. The agreed daily amount, if the Parties choose one in place of those costs, is [Daily amount for late completion: _____]. It is a reasonable estimate of the loss and not a penalty.

15. Materials, substitutions and title

15.1 Materials. The Contractor will supply the materials in Schedule A. It will store, handle and install them as the manufacturer instructs so that the manufacturer's warranty stays in force.

15.2 Owner choices. The Owner will choose colors, models and finishes by the dates in Schedule A. The Contractor will tell the Owner the lead time of each choice and whether a custom order can be canceled or returned.

15.3 Substitutions. The Contractor may substitute a product only with the Owner's written approval before it is installed. The request states why the product is not available, how the substitute compares, and the difference in price. The Owner may refuse a substitute that is not equal in quality, look, warranty or energy rating. A saving reduces the Contract Price.

15.4 Items the Owner supplies. Items that the Owner will supply are: [Items the owner supplies: _____]. The Owner will deliver them on time and in good condition. The Contractor will inspect them on delivery and report visible defects. The Contractor warrants its installation of these items but not the items themselves.

15.5 Title. Title to materials passes to the Owner when they are paid for or built into the Property, whichever is first. The Contractor states that each item will be free of any claim by a Supplier once the Owner has paid for it.

15.6 Salvage. Fixtures, hardware and materials that the Contractor removes belong to the Owner if Schedule A lists them as items to keep. The Contractor will remove and lawfully dispose of the rest.

15.7 Surplus. Surplus special order materials that the Owner paid for belong to the Owner. Surplus stock materials belong to the Contractor, unless the Owner paid for them separately.

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16. Owner responsibilities, access and occupied home

16.1 Decisions. The Owner will answer reasonable questions and requests for a choice within [Business days for owner decisions: _____] Business Days. The Contractor may rely on an instruction from any person who signed as Owner, but a Change Order is still needed for a change.

16.2 Access and hours. The Owner will give access to the work areas during the working hours: [Working hours: _____]. The Contractor will not work outside those hours, or on Sundays or federal holidays, without the Owner's consent and any consent the local noise rules need. Keys, codes and alarm details are confidential, and the Contractor will return the keys and stop using the codes at Final Completion.

16.3 Occupied home. The home will be [Occupied or vacant: _____] during the Work. The Contractor will keep a safe way in and out, will keep at least one bathroom and the kitchen usable where Schedule A says so, and will give at least 24 hours' notice of a planned shutoff of water, power, gas or heat.

16.4 Utilities and facilities. The Owner will supply the water and power that the Work normally needs without charge, if the Property has them. The Contractor may use these facilities: [Facilities the contractor may use: _____]. The Contractor will supply a portable toilet if none is named.

16.5 Belongings. The Owner will remove or cover personal items, window coverings and breakables in the work areas before the start. The Contractor will give 5 Days' notice of the areas it needs cleared. The Contractor will move large furniture only if Schedule A says so.

16.6 Children and pets. The Owner will keep children and pets out of the work areas. The Contractor will keep gates and doors closed and will secure tools and chemicals.

16.7 Disclosure by the Owner. The Owner will tell the Contractor about hazards, leaks, septic lines, buried lines, earlier unpermitted work and reports that the Owner knows of and that affect the Work. The Owner has no duty to open walls or to hire an inspector before signing.

16.8 Other contractors. If the Owner hires others to work in the same area, the Owner will coordinate their schedules with the Contractor. The Owner will not direct the Contractor's workers or Subcontractors.

17. Labor, supervision and subcontractors

17.1 Supervision. The Contractor will supervise the Work through [Site supervisor: _____], who will be reachable during working hours. The Contractor will tell the Owner before it replaces this person.

17.2 Will Subcontractors be used? [Subcontractors used (yes or no): _____]. If yes, the Subcontractors known on the date of this Contract, with their street address, telephone number, trade and license number, are: [Known subcontractors: names, addresses, phones, trades, licenses: _____]. The Contractor will give the Owner the name, contact details, trade and license number of each other Subcontractor on request and before that person starts.

17.3 Responsibility. The Contractor is responsible to the Owner for the Work of each Subcontractor and Supplier as if it were the Contractor's own. The Contractor will require each Subcontractor to hold the license and insurance that the Law and Section 21 require, and to follow the terms of this Contract that

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affect its part of the Work.

17.4 Payment. The Contractor will pay each Subcontractor, Supplier and worker promptly from the payments it receives, and not later than the Law requires. The Contractor will use the Owner's money for the costs of this job first.

17.5 Direct contact. The Owner has no contract with a Subcontractor unless the Owner signs one. The Owner will not give a Subcontractor extra work on this project during the Work without telling the Contractor.

17.6 Labor laws. The Contractor will follow the Law on wages, hours, employment eligibility, child labor and safety, and it will not discriminate unlawfully against the Owner or any worker.

18. Protection of home, safety and cleanup

18.1 Protection of the home. The Contractor will protect floors, stairs, landscaping, furniture that stays in place and parts of the home outside the Work. It will use dust barriers, cover vents in the work areas, and keep openings weathertight and locked at the end of each working Day.

18.2 Safety. The Contractor is responsible for the safety of the Work and of its workers. It will follow the occupational safety Law, keep tools and ladders secure, and remove a hazard that it creates. It will report each injury or serious incident at the Property to the Owner on the same Day.

18.3 Underground utilities. Before any digging, including for footings, fences, decks or additions, the Contractor will have the location of underground utilities determined, will call the local one-call center where the Law requires it and will wait until the lines are marked. The Owner will point out private lines that the Owner knows, such as irrigation or septic lines.

18.4 Fire and utilities. The Contractor will keep a fire extinguisher at the work area during hot work, stay for a reasonable fire watch after it, and not disable a smoke or carbon monoxide alarm for longer than the Work needs. It will restore each alarm at the end of the Day.

18.5 Cleanup. The Contractor will leave the work areas orderly and swept at the end of each working Day. At Substantial Completion it will remove tools, scaffolds, nails, surplus and debris and will clean the work areas so that they are ready for use.

18.6 Debris. The Contractor will dispose of debris at a lawful facility and pay the fees. It will not burn or bury debris at the Property. A container will be placed at [Container location: _____], with protection under it on a paved surface.

18.7 Damage. The Contractor will repair damage that it, its workers or its Subcontractors cause to the Property outside the Work, at its own cost and within a reasonable time. Ordinary fine dust and small nail pops are not damage if the Contractor used the protection that this Section requires.

18.8 Conduct at the Property. Workers will not smoke, drink alcohol, use unlawful drugs, carry weapons or play loud music at the Property, and they will use only the areas that the Owner allows.

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19. Lead-based paint in homes built before 1978

19.1 When this Section applies. This Section applies if the home was built before 1978 and the federal renovation, repair and painting rule in 40 C.F.R. part 745, subpart E, or an authorized state program, covers the Work. The status is: [Lead rule status: _____].

19.2 Certified firm. The Contractor states that it is certified as a lead-safe renovation firm by the U.S. Environmental Protection Agency or by the authorized state program. Its certification number is [Lead-safe certification number and expiration: _____]. A certified renovator will direct the Work that disturbs painted surfaces. A Subcontractor that disturbs painted surfaces will hold its own certification where the rule requires it.

19.3 Pamphlet. No more than 60 days before it starts, the Contractor will give the Owner the pamphlet "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools", or the pamphlet that the authorized state program uses. The Contractor will get the Owner's written acknowledgment in Schedule D, or a certificate of mailing at least 7 days before the Work starts. The Contractor will also give each notice that the rule requires for other occupants.

19.4 Work practices. Before it starts, the Contractor will isolate the work area so that no dust or debris leaves it while the Work goes on. It will post signs, contain the area, avoid the practices that the rule prohibits, control the waste, and clean and verify the area as the rule requires before the area is used again.

19.5 Exceptions. If the Contractor relies on an exception, it will record the reason in Schedule D. The exception for minor repair and maintenance covers Work that disturbs 6 square feet or less of painted surface per room inside, or 20 square feet or less outside, if it uses no prohibited practice and does not replace windows or demolish painted surfaces. The exception for tested components needs a written result from a person whom the rule allows to make it.

19.6 Records. The Contractor will keep the records that the rule requires for 3 years after completion. It will give the Owner the test results and renovation records that the rule entitles the Owner to receive.

19.7 Cost. The cost of the work practices in this Section is included in the Contract Price. If a test shows lead in a place where the Parties had relied on an exception, Section 13 applies.

20. Asbestos, mold and other hazardous materials

20.1 Not included. Unless Schedule A states otherwise, the Work does not include testing for, removing or treating asbestos, mold, radon, polychlorinated biphenyls, buried tanks or other hazardous material that was at the Property before the Work ("Hazardous Material"). Lead-based paint is dealt with in Section 19.

20.2 Asbestos. Where a federal, state or local asbestos rule applies to the renovation or demolition, the Party that the rule names will see that the affected part of the Property is thoroughly inspected for asbestos before the Work starts. The Parties assign the cost of the inspection to: [Who pays for an asbestos inspection: _____]. Asbestos will be handled only by a person with the license that the Law requires.

20.3 Discovery. If the Contractor finds or reasonably suspects Hazardous Material, it will stop work in that area, keep people out, avoid spreading the material and tell the Owner the same Day. Work in the

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area may restart when a qualified person reports in writing that it is safe.

20.4 Choice of remediator. The Owner may hire an independent licensed person to test for and remove the material. The time lost extends the Completion Date. If the Owner decides not to remediate and the Work cannot go on safely, Section 13.4 applies.

20.5 Moisture and mold. The Contractor will fix or report leaks that it finds in the work area, will not close up materials that are visibly wet or moldy, and will dry Work that gets wet because of its own acts. The Contractor is responsible for mold that its Defective Work causes.

20.6 Materials brought in. The Contractor is responsible for hazardous products that it brings to the Property. It will use, store and remove them as the label and the Law require and will clean up a spill at its own cost.

21. Insurance and workers' compensation

21.1 Liability insurance. From the start of the Work until Final Completion, the Contractor will keep commercial general liability insurance, including completed operations cover, with limits of at least [Liability limit, personal injury: _____] for personal injury and [Liability limit, property damage: _____] for property damage per occurrence, or the higher minimum that the Law of the Property State sets. The amount of cover in force on the date of this Contract is [Liability cover now in force: _____].

21.2 Insurer. The insurer is [Liability insurer: _____], policy number [Policy number: _____], telephone [Insurer telephone: _____].

21.3 Workers' compensation. The Contractor will carry workers' compensation insurance as the Law requires for its employees and will require the same of each Subcontractor. Its status is: [Workers' compensation status: _____]. If the Law exempts the Contractor, it will state the exemption in writing and will tell the Owner before it hires an employee.

21.4 Vehicles. The Contractor will keep automobile liability insurance, as the Law requires, for the vehicles that it uses for the Work.

21.5 Evidence. Before the start, the Contractor will give the Owner current certificates of insurance, which the Owner may confirm with the insurer. The Contractor will tell the Owner within 2 Business Days if a policy is canceled, lapses or is reduced below the required limits, and it will stop the Work until the cover is restored.

21.6 Bond. The contractor license bond or performance bond, if any, is: [Bond details: _____]. A license bond is not a promise that the full Contract Price is secured.

21.7 Owner's insurance. The Owner will keep the homeowner's insurance on the Property in force and is advised to tell the insurer about the Work. The Owner's policy does not replace the insurance that the Contractor must carry.

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22. Risk of loss

22.1 Before completion. The Contractor carries the risk of loss of the Work and of materials at the Property, in transit or in its storage until Substantial Completion, except for loss that the Owner causes and loss under Section 22.2. The Contractor will repair or replace the lost Work without extra charge.

22.2 Damage to the home itself. The Owner carries the risk of loss of the existing home from fire, storm or another event that the Contractor did not cause. If such an event destroys the home or makes the Work impracticable, either Party may end this Contract, and Section 31.4 applies.

22.3 After completion. The risk of loss of the Work passes to the Owner at Substantial Completion, or when the Owner takes over a separate part for use, but only for that part. The warranty in Section 25 continues.

22.4 Tools. The Contractor carries the risk of loss of its own tools and equipment, unless the Owner causes the loss by negligence or a willful act.

22.5 Emergency protection. If a storm or another event threatens the Property while it is open because of the Work, the Contractor will take reasonable steps to close and protect it, at any hour.

23. Liens, lien releases and payment of subcontractors

23.1 What a lien is. A contractor, Subcontractor, worker or Supplier who is not paid may have a right under the Law to claim a lien against the Property, even if the Owner has paid the Contractor. The Owner should read each notice that arrives and keep it.

23.2 Required notices. The Contractor will give the Owner, before it starts and before it takes payment, each lien warning, customer disclosure and notice that the Law of the Property State requires, in the required form. The exact text is attached in Schedule G.

23.3 Releases with payment. With each invoice the Contractor will give a release of lien, for itself and for each Subcontractor and Supplier that did work or supplied materials in the period, conditional on payment. After a payment clears, and at the latest within 5 Business Days after a request, it will give an unconditional release for the Work which that payment covers. The releases will be on the form that the Law of the Property State requires, if there is one.

23.4 Right to withhold. The Owner may withhold further payments until the releases in Section 23.3 are delivered. If a person who may claim a lien is unpaid, the Owner may, after 3 Business Days' written notice, pay that person directly or by joint check, and deduct the amount from what the Owner owes the Contractor, unless the Contractor shows a good faith dispute and gives security that protects the Property.

23.5 Removing a lien. If a lien is claimed for Work for which the Owner has paid, the Contractor will have it released or bonded off within [Days to remove a lien: _____] Days after notice, at its own cost. If it does not, the Owner may do so and recover the reasonable cost.

23.6 Contractor's lien rights. The Contractor keeps the lien rights that the Law gives it for unpaid amounts. Nothing in this Contract waives them before payment in a way that the Law does not allow. The Contractor will not record a lien for an amount that it knows is not due.

23.7 Owner filings. If the Law requires the Owner to record or post a notice before Work starts, in order to protect the Owner's payments, the Contractor will tell the Owner and supply the information needed

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for the notice.

24. Substantial completion, punch list and final acceptance

24.1 Substantial Completion. "Substantial Completion" is the date when the Work is complete enough, under this Contract, that the Owner can safely and lawfully use the area for its purpose, all utilities are restored, and only minor items remain.

24.2 Walk-through and punch list. The Contractor will tell the Owner when it believes that the Work is substantially complete. The Parties will inspect it together within 5 Business Days and will write a list of items to finish or correct (the "Punch List"). An item left off the Punch List must still be done if this Contract requires it.

24.3 Finishing. The Contractor will complete the Punch List within [Days to finish the punch list: _____] Days, except items that wait for a back-ordered part. The Owner will give reasonable access.

24.4 Final Completion. "Final Completion" is the date when all of these are done:

(a) the Work and the Punch List are complete and the Property is clean;

(b) final inspections are passed and the approvals are given to the Owner;

(c) warranties, manuals, keys and leftover materials that belong to the Owner are delivered; and

(d) the Owner has the final lien releases listed in Schedule E.

24.5 Final acceptance. When the Contractor has met Section 24.4, the Owner will sign the completion record in Schedule E and make the final payment within [Days to pay an invoice: _____] Days. Final payment does not waive a claim for hidden defects, warranty, unpaid liens or failure to comply with this Contract.

24.6 Disputed completion. If the Owner believes that the Work is not complete, the Owner will list the reasons in writing within 5 Business Days after the Contractor's notice. The Owner may hold back 150% of the reasonable cost of the open items, and will pay the rest of the final payment when the papers in Schedule E are delivered, unless the Law gives the Owner a right to hold more.

24.7 Use before completion. Occupying the home or using a finished area is not acceptance.

25. Workmanship and manufacturer warranties

25.1 Limited workmanship warranty. The Contractor warrants to the Owner that the Work will be free of Defective Work for **[Workmanship warranty period: _____]** from Substantial Completion. The warranty covers labor and materials that the Contractor supplied. It also covers an owner who buys the Property in the warranty period.

25.2 What the Contractor will do. If a covered defect appears and the Owner reports it in the warranty period, the Contractor will repair or replace the Defective Work, and repair damage to other parts of the home that the defect caused, at no charge for parts, labor or travel. It will inspect within [Business days to inspect a warranty claim: _____] Business Days after the report, and it will start the repair within 15 Business Days after the inspection, or sooner if there is a risk to safety or of more damage.

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25.3 How to claim. The Owner will write, email or call the Contractor at the details in Section 1, describe the problem and allow access for inspection at a reasonable time. If the Contractor does not respond in time, the Owner may hire another contractor for the repair and recover the reasonable cost. In an emergency the Owner may first take the steps needed to prevent damage.

25.4 Not covered. The warranty does not cover normal wear, lack of ordinary maintenance after the Contractor gave written maintenance instructions, misuse, changes that others make to the Work, items that the Owner supplied (except their installation), or damage from an event in Section 14.1 after completion that sound Work would not have withstood.

25.5 Manufacturer warranties. The Contractor will give the Owner each manufacturer's written warranty and will register the product, or give the Owner the papers to do so, at Final Completion. These warranties are in addition to the Contractor's warranty. The Contractor will install each product so that its warranty is not lost, and will help the Owner with a claim in the period in Section 25.1.

25.6 Implied warranties. The Contractor does not disclaim any implied warranty that the Law gives the Owner. A longer warranty that the Law sets for the Work applies in place of a shorter period in this Section.

25.7 State rights. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

25.8 Corrected work. Corrected Work is warranted for the rest of the period in Section 25.1 or for 6 months from the correction, whichever is longer.

26. Indemnification

26.1 By the Contractor. To the extent the Law allows, the Contractor will indemnify the Owner against third-party claims for bodily injury, property damage or unpaid labor and materials, and the reasonable cost of defending them, to the extent that the negligence, willful act, breach or violation of Law of the Contractor, its workers, Subcontractors or Suppliers causes the claim.

26.2 By the Owner. To the extent the Law allows, the Owner will indemnify the Contractor against third-party claims for bodily injury or property damage, to the extent that the negligence or willful act of the Owner, or of a person whom the Owner controls, causes the claim.

26.3 Fault only. Neither Party pays for loss to the extent that the other Party is at fault. If both are at fault, each bears the loss in proportion to its share.

26.4 Procedure. The Party that asks for indemnity will give prompt written notice, will let the other Party take part in the defense and will not settle without consent, which the other Party may not unreasonably refuse. A late notice reduces the duty only to the extent that it caused harm.

26.5 States that restrict indemnity. Sections 26.1 to 26.4 are not part of this Contract if the Property is in Pennsylvania or in any other state where the Law forbids such a clause in a home improvement contract, or makes the contract voidable because of it. Each Party then keeps the rights that the Law gives it.

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27. Limitation of liability

27.1 Limit. To the extent the Law allows, neither Party is liable to the other for loss that the other Party could reasonably have avoided or that was not a foreseeable result of the breach.

27.2 Cap. To the extent the Law allows, the total liability of the Contractor under this Contract for property loss, apart from the exceptions in Section 27.3, is limited to the greater of **[Liability cap: _____]** and the insurance that this Contract requires. The total liability of the Owner for anything other than payment of the Contract Price is limited to the same amount.

27.3 Exceptions. Sections 27.1 and 27.2 do not limit:

(a) liability for death or bodily injury;

(b) fraud, gross negligence, willful misconduct or abandonment of the Work;

(c) the Contractor's duty to complete, correct and warrant the Work, or any written or implied warranty on a consumer product;

(d) the duty to pay Subcontractors and Suppliers and to remove liens;

(e) the return of the Deposit or of other money after a cancellation or termination; or

(f) a right, remedy, damages multiplier or statutory penalty that a consumer protection or home improvement Law gives the Owner and that cannot be waived.

27.4 Insurance. The cap does not reduce the insurance limits that Section 21 requires or the amount that an insurer must pay.

28. Insurance claim work (optional)

28.1 When this Section applies. This Section applies only if the Owner expects an insurance claim to pay for all or part of the Work, for example after storm damage. Status: [Insurance claim status: _____]. The insurer and claim number, if any, are [Insurer and claim number: _____].

28.2 Right to cancel after a denial. If the insurer tells the Owner that all or part of the claim is denied, the Owner may cancel this Contract by written notice within 72 hours after the Owner receives that decision, or within any longer period that the Law gives. The Contractor will return the payments within 10 Business Days, less the reasonable value of emergency repairs that the Owner asked for in writing and the Contractor completed before the cancellation. If the Law gives a different or greater right, that right applies.

28.3 No adjusting. The Contractor may supply estimates, photographs and measurements and may discuss the scope of repair with the insurer if the Owner asks. It will not act as a public adjuster, interpret the policy or settle the claim for the Owner, unless it holds the license that the Law requires for that service.

28.4 Deductible. The Owner is responsible for the policy deductible. The Contractor will not pay, waive, rebate or hide it, and will not offer money or anything of value as a reward for letting it inspect or file a claim where the Law forbids this.

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28.5 Price and proceeds. The scope and the price are those in this Contract and not "the insurance proceeds". The Contractor receives no assignment of the policy rights under this Contract. If the insurer approves more or less than the Contract Price, the Parties may change the scope only by Change Order.

28.6 Mortgage company. If a mortgage company must endorse a claim check, the Owner will ask for the endorsement promptly, and payment is due within 5 Business Days after the funds are released.

29. Owner's right to cancel

29.1 Three Business Days. The Owner may cancel this Contract, without any penalty or obligation, at any time before midnight of the third Business Day after the date of this Contract, or before any later deadline that Schedule F or the Law gives. The Contractor gives this right even if the Owner invited the Contractor to the home, and in every sale that is covered by a federal or state cancellation Law, wherever this Contract was signed. This Contract also gives it as an agreed right where no cancellation Law applies.

29.2 How to cancel. The Owner may sign, date and mail, deliver or email the Notice of Cancellation in Schedule F, or any other written notice, to the Contractor at the address in Section 1.1 or the email in Section 1.2. A notice is on time if the Owner mails or sends it before the deadline. No special words and no reason are needed.

29.3 Forms and explanation. At signing, the Contractor will tell each person who signs as Owner orally about this right, and give each of them a completed copy of this Contract and two completed copies of the Notice of Cancellation to keep. If the Law of the Property State requires its own notice or a longer period, for example for a senior citizen or after a disaster, the Contractor will give that notice, and the longer period applies.

29.4 Refund. Within 10 Business Days after it receives a cancellation notice, the Contractor will refund all payments, return property traded in, cancel and return each note or other negotiable instrument, and end any security interest that arose from the sale.

29.5 Goods. If the Contractor delivered goods before the cancellation, the Owner will make them available at the Property in substantially as good condition as when received. Within 10 Business Days after it receives the cancellation notice, the Contractor will tell the Owner whether it will collect or abandon any goods that were shipped or delivered. The Contractor will collect them at its own expense. If it does not collect them within 20 days after the date of the notice, the Owner may keep or dispose of them without further obligation.

29.6 Emergencies. The Contractor will start before the period ends only if the Owner initiated the contact with the Contractor and asks for work to meet a genuine and immediate personal emergency, and gives the Contractor a separate statement, dated, signed and in the Owner's own handwriting, that describes the emergency and expressly waives the right to cancel within 3 Business Days, and only if the Law of the Property State also allows it. If there are two Owners, each of them gives a signed statement of this kind. The Contractor will not supply a printed waiver form.

29.7 No waiver. Nothing in this Contract waives a right to cancel, and this Contract contains no confession of judgment.

29.8 Credit. A right to rescind a credit transaction under Section 11.3 is separate and may end later.

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30. Default, notice and cure

30.1 Default by the Contractor. The Contractor is in default if it:

(a) fails to start, or stops the Work without a reason that this Contract allows;

(b) performs Defective Work and does not correct it;

(c) fails to pay Subcontractors, Suppliers or workers for Work for which the Owner has paid;

(d) lacks a required license, permit, certification or insurance;

(e) takes money ahead of the limits in Sections 9 and 10; or

(f) breaks another material term.

30.2 Default by the Owner. The Owner is in default if the Owner does not pay an undisputed amount when due, refuses access without reason, or breaks another material term.

30.3 Notice and cure. The other Party will give written notice that describes the default and what is needed to cure it. The Party in default has [Days to cure a default: _____] Days after it receives the notice to cure. If the default cannot be cured in that time but the Party starts promptly and works steadily, the period is extended by a reasonable time of up to 20 more Days.

30.4 No cure period. No cure period is needed if there is an immediate danger to people or the Property, fraud, abandonment of the Work, a license that is revoked, or a default that was cured before and is repeated.

30.5 Remedies. If the default is not cured, the other Party may suspend its own performance, terminate under Section 31 and use every remedy that the Law allows. The Owner may also have the Work completed or corrected by others and recover the reasonable cost above the unpaid Contract Price.

30.6 Reduce loss. Each Party will take reasonable steps to limit its loss.

30.7 Defect claim procedures. If the Law of the Property State requires notice or an opportunity to repair before a claim for a construction defect, the Parties will follow that procedure. This Section does not shorten any time the Law gives the Owner.

31. Termination and settlement of account

31.1 By the Owner for cause. After the cure period in Section 30.3, the Owner may terminate this Contract by written notice. The Contractor will stop, make the Property safe, hand over permits, plans, keys, and materials that the Owner has paid for, and remove its equipment within 3 Business Days.

31.2 By the Owner for convenience. The Owner may terminate at any time for any reason by [Days of notice to end without cause: _____] Days' written notice. The Contractor is then paid for the Work properly done and for materials that were ordered for the Work and cannot be returned, plus reasonable costs of stopping. The Owner receives those materials. The Contractor is not paid for lost profit on Work that was not done.

31.3 By the Contractor. The Contractor may terminate by written notice if the Owner does not pay an undisputed amount within 10 Business Days after a notice under Section 30.3, or if the Owner stops the Work for more than 45 Days in a row for a reason that is not the Contractor's fault. The Contractor will

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first make the Property safe and weathertight.

31.4 Settlement of account. Within 10 Business Days after termination the Contractor will give a written account with the value of Work properly completed, Change Orders, materials delivered, amounts paid and the balance. It will support the account with invoices and releases. If the Owner paid more than the value due, the Contractor will refund the difference within 10 Business Days after the account. If less, the Owner will pay the undisputed difference in the same time.

31.5 Termination for cause. If the Owner terminates for cause, the Owner may hold unpaid amounts until the Work is complete. If the reasonable cost to complete and correct the Work is more than the unpaid balance, the Contractor will pay the difference. If it is less, the Owner will pay the Contractor the lower of the remaining balance and the value of the Work done before termination.

31.6 Wrong termination. A termination for cause that is found to be without cause counts as a termination for convenience under Section 31.2.

31.7 Insolvency. If a Party becomes insolvent, the other Party may ask for reasonable written assurance of performance and may suspend its own performance until it gets it, as the Law allows. This Contract does not end only because a bankruptcy case is started.

31.8 Survival. The warranty, lien, indemnity, records and payment terms survive for the Work that was done.

32. Dispute resolution

32.1 Talk first. The Parties will first try to settle a dispute by direct talks between the Owner and [Contractor's authorized representative: _____] within 10 Business Days after a written request. Work that is not in dispute goes on, and so do undisputed payments.

32.2 Mediation. If talks fail, either Party may propose mediation in [Property county: _____] County. The Parties will share the mediator's fee equally. Mediation is voluntary and is not a condition of a court case, a complaint or a notice that the Law requires. Statements in mediation are confidential to the extent the Law allows.

32.3 Court. Except where Section 32.4 applies, a dispute may be brought in a court under Section 36, including small claims court if the amount is within its limit.

32.4 Arbitration only by separate agreement. This Contract contains no agreement to arbitrate. The Parties may agree to arbitrate only by a separate written addendum that both sign after they read it, in the type, size and place that the Law of the Property State requires, with any required statement and separate assent lines. The choice of the Parties on the date of this Contract is: [Arbitration choice: _____]. The Contractor will not refuse the Work because the Owner declines arbitration.

32.5 Rights kept. Nothing in this Contract waives a right to a jury trial, to take part in a lawful class action, to file a complaint with [Licensing agency: _____] or another agency, to claim on a bond or a recovery fund, or to ask a court for urgent relief.

32.6 Attorney's fees. Each Party pays its own attorney's fees and costs, unless a statute gives them to the Owner or a court awards them under a statute. This Contract gives the Contractor no right to attorney's fees.

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32.7 Time. No clause in this Contract shortens the time that the Law gives to bring a claim.

33. Photographs and reviews

33.1 Photographs of the Work. The Contractor may take photographs for its records and for permits, insurance and warranty. It may use photographs in advertising only if the Owner agrees here: **[Consent to advertising photographs (yes or no): _____]**. Advertising photographs will not show the Owner's name, address, house number, people, valuables or security equipment. The Owner may withdraw consent in writing for future use.

33.2 Signs. The Contractor may place a yard sign only if the Owner agrees here: [Consent to a yard sign (yes or no): _____]. The Contractor will remove it at Final Completion.

33.3 Reviews. The Owner may publish an honest review, rating, photograph or complaint about the Contractor or the Work in any form. Nothing in this Contract bars, limits or penalizes such a review, or gives the Contractor ownership of it.

33.4 Privacy. The Contractor will use personal information about the Owner only to perform this Contract, to meet the Law and to give warranty service. It will not sell it, and it will protect financial data and access codes with reasonable care.

34. Notices

34.1 Form. A notice under this Contract must be in writing and delivered by hand, by a courier with tracking, by certified mail, or by email to the address in Section 1. Day to day messages may be by text or phone.

34.2 When received. A notice is received on delivery if delivered by hand or courier, on the date of delivery or first refusal if sent by certified mail, and on the next Business Day after sending if sent by email without a delivery failure message. A notice of default or termination that is sent by email must also be sent by one of the other methods.

34.3 Cancellation notices. Section 29.2, and not Section 34.2, decides whether a cancellation is on time.

34.4 Changes of address. A Party will tell the other promptly when its contact details change.

35. Assignment

35.1 Contractor. The Contractor may not assign this Contract or hand over the whole Work without the Owner's written consent. The use of Subcontractors under Section 17 is allowed. The buyer of the Contractor's business takes the warranty duties in Section 25.

35.2 Owner. The Owner may assign this Contract to a buyer of the Property with written notice, if the buyer takes over the payment duties in writing. The Owner stays liable until the Contractor agrees otherwise, which it may not unreasonably refuse.

35.3 Payment papers. The Contractor will not negotiate, transfer, sell or assign a note or other evidence of the Owner's debt to a finance company or another third party before midnight of the fifth Business Day after the Owner signed this Contract, and then only if the Law allows it. An assignee takes the debt subject to the Owner's claims and defenses.

35.4 No others. This Contract gives no rights to anyone except the Parties, their permitted successors

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and, for Section 25, a later owner of the Property.

36. Governing law and venue

36.1 Law. The law of the Property State governs this Contract, together with the federal law that applies. No choice of law rule, and no other term, takes away protection that the consumer or home improvement Law of the Property State gives the Owner.

36.2 Venue. A court case will be brought in a state court in [Property county: _____] County, [Property state: _____], or in the federal court that covers that county if it has jurisdiction.

36.3 Service. A Party may be served with court papers in any way the Law allows. This Contract does not waive formal service.

37. General terms

37.1 Amendment. This Contract may be amended only in writing signed by both Parties. Section 12 controls changes in the Work, price and time.

37.2 Waiver. A Party waives a right only in a signed writing. A delay in enforcing a term is not a waiver, and one waiver does not cover a later breach.

37.3 Severability. If a term is invalid or cannot be enforced, it is limited or removed only as far as needed, and the rest of this Contract stays in force, unless the Law gives the Owner the right to treat the whole Contract as void or voidable.

37.4 Survival. Terms that by their nature continue, including Sections 9.5, 19.6, 23, 25, 26, 27, 29, 31, 32, 33 and 36, survive completion or termination.

37.5 Entire agreement. This Contract with its Schedules is the entire agreement about the Work and replaces earlier proposals, talks and estimates, except for a claim of fraud or misrepresentation.

37.6 Fair reading. Both Parties had the chance to read this Contract and to ask a lawyer. If a term in a form that the Contractor supplied is unclear, the Law of the Property State decides how it is read.

37.7 Good faith. Each Party will act in good faith, and will not unreasonably withhold a consent that this Contract calls for, unless this Contract leaves the choice to that Party.

38. Electronic signatures and counterparts

38.1 Counterparts. The Parties may sign this Contract in counterparts, which together are one document.

38.2 Electronic signatures. The Parties may sign by electronic signature, which has the same effect as an ink signature where the Law allows. A document that the Law requires on paper, in handwriting, notarized or recorded will be in that form.

38.3 Consent to electronic records. The Contractor may deliver a notice or disclosure that the Law requires in writing by electronic means only if the Owner has affirmatively consented after the disclosures that the federal E-SIGN Act requires, and has not withdrawn consent. The Owner's choice is: [Consent to electronic disclosures (yes or no): _____]. The Owner may withdraw consent by written notice at no charge and may ask for paper copies at no charge.

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38.4 Cancellation forms. Where the Law requires paper or duplicate cancellation forms, the Contractor will give them on paper, unless the Law and the Owner's consent under Section 38.3 allow electronic delivery in a form that the Owner can keep and print.

39. State notices addendum

39.1 State terms are part of this Contract. Home improvement Law differs from state to state. The notices, statements and terms that the Law of the Property State requires in a home improvement contract are part of this Contract, and the exact current text is attached in Schedule G.

39.2 Contractor's duty. Before the Owner signs, the Contractor will complete Schedule G with each item that applies, such as a lien warning, a recovery fund notice, a license board or registrar statement, a senior citizen cancellation notice, a subcontractor statement, an insurance statement or a defect claim notice, in the size, type, place and language that the Law requires and with the signatures it requires.

39.3 Conflict. If a term in this Contract conflicts with a home improvement or consumer protection Law that cannot be changed by agreement, the Law controls, and the term applies only as far as the Law allows. This includes limits on deposits, payments, finance charges, cancellation, liens, warranties, indemnity and fees.

39.4 Attached notices. The attached notices are: [Attached state notices: _____]. "None" means that the Parties checked the Law of the Property State and found that none applies.

39.5 Official form. If the Property State requires an official form, the Parties will use that form, and this Contract adds to it only where the Law allows.

CANCELLATION STATEMENT AND SIGNATURES

Read this Contract and Schedules A to G before you sign. Do not sign if a space is blank. Keep your signed copy and both of your copies of the Notice of Cancellation.

The Contractor told each Owner orally about the right to cancel, and gave each Owner a completed copy of this Contract and two completed copies of the Notice of Cancellation in Schedule F, at the time that Owner signed. If there are two Owners, the Contractor prints a further set of Schedule F for the second Owner. Initials of each Owner:

CONTRACTOR: [Contractor's legal name: _____]
By (signature):
Printed name and title: [Contractor's signer and title: _____]
License or registration number: [License or registration number: _____]
Date signed: [Contractor's signing date: _____]

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

OWNER: [Owner's full legal name: _____]
Signature:
Date signed: [Owner's signing date: _____]

SECOND OWNER, if any: [Second owner: _____]

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Signature:
Date signed:

SCHEDULE A: SCOPE, MATERIALS AND ALLOWANCES

1. Work to be done, room by room or area by area: [Detailed scope of work: _____]

2. Principal materials and products (brand, model, size, grade, color, quantity): [Materials and products: _____]

3. Demolition and removal: [Demolition and removal: _____]

4. Items to keep for the Owner: [Items to keep: _____]

5. Plans, drawings, specifications and proposals (title, number, date): [Plans and proposals: _____]

6. Exclusions: [Exclusions: _____]

7. Allowances (item, amount, what is included): [Allowances: _____]

8. Choices the Owner must make (item, last date): [Choices and last dates: _____]

9. Permits: who applies and who pays: [Permits: who applies and pays: _____]

10. Design or engineering: who hires the professional: [Design responsibility: _____]

11. Furniture, kitchen and bathroom arrangements during the Work: [Living arrangements during the work: _____]

12. Manufacturer warranties to be delivered: [Manufacturer warranties: _____]

An item in this Schedule that the Law does not allow is replaced by the nearest lawful item, through a Change Order if the price changes.

SCHEDULE B: PAYMENT SCHEDULE

1. Contract Price: [Contract price: _____]

2. Deposit: [Deposit: _____], due [Deposit due date: _____]. Special order materials included in the Deposit: [Special order materials in the deposit: _____]

3. Progress payments (stage complete, then the amount)

Payment 1: [Payment 1 stage: _____]. Amount: [Payment 1 amount: _____]
Payment 2: [Payment 2 stage: _____]. Amount: [Payment 2 amount: _____]
Payment 3: [Payment 3 stage: _____]. Amount: [Payment 3 amount: _____]

4. Final payment at Final Completion: [Final payment: _____]

5. Time and materials rates and material markup, if used: [Labor rates and material markup: _____]

6. Taxes, fees or other items not included in the Contract Price: [Items not included in the price: _____]

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7. Reductions for omitted Work, if agreed: [Reductions for omitted work: _____]

The Deposit, the progress payments and the final payment add up to the Contract Price. The limits in Sections 9.2 and 10.2 apply to every line. A Change Order states which line it changes.

SCHEDULE C: CHANGE ORDER FORM

This Change Order amends the Home Improvement Contract dated [Contract date: _____] between [Owner's full legal name: _____] and [Contractor's legal name: _____] for the Property at [Property street address: _____]. Use one copy of this form for each change.

1. Change Order number and date: [Change order number and date: _____]

2. Reason for the change: [Reason for the change: _____]

3. Scope of the extra, omitted or changed Work and materials: [Scope of the change: _____]

4. Amount added to (+) or taken from (-) the Contract Price: [Change in price: _____]

5. New Contract Price: [New contract price: _____]

6. Effect on the progress payments: [Effect on progress payments: _____]

7. Effect on the Completion Date, and the new date: [Effect on completion date: _____]

Work under this Change Order may start only after both Parties sign it. All other terms of the Contract stay the same, including the warranty and the limits on payment.

Owner (signature):
Date:

Contractor (signature):
Printed name and title:
Date:

The Owner received a copy of this signed Change Order. Owner's initials:

SCHEDULE D: LEAD PAMPHLET ACKNOWLEDGMENT

Complete this Schedule if the home was built before 1978.

1. Property and year built: [Property street address: _____], [Year the home was built: _____]

2. Contractor's lead-safe certification number and expiration date: [Lead-safe certification number and expiration: _____]

3. Certified renovator assigned: [Certified renovator: _____]

4. Planned start of the renovation: [Start date: _____]

5. Date the pamphlet was given, and how: [Pamphlet date and method: _____]

6. Exception relied on, if any, and the evidence for it: [Lead exception and evidence:

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_____]

Pamphlet receipt. I have received a copy of the lead hazard information pamphlet informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the Work began.

Owner (signature):
Printed name: [Owner's full legal name: _____]
Date:

Delivery by mail. If the pamphlet was mailed and no acknowledgment was signed, the Contractor attaches a certificate of mailing dated at least 7 days before the renovation starts.

Contractor (signature):
Date:

SCHEDULE E: COMPLETION AND FINAL LIEN RELEASE CHECKLIST

Complete this Schedule only when the Work is finished. The Owner does not have to sign before then.

Part 1. Completion

1. All Work in Schedule A and all Change Orders are complete.
2. The Punch List is complete.
3. Final inspections are passed, and the approvals are attached.
4. The Property is clean, and tools, containers and debris are gone.
5. Utilities, smoke alarms and carbon monoxide alarms work.
6. Keys and access devices are returned, and access codes are no longer in use.

Part 2. Papers given to the Owner

1. Permits and inspection records
2. Manufacturer warranties, registrations, manuals and care instructions
3. Plans and changes to plans
4. Lead renovation records, if Section 19 applies
5. Final invoice with all payments and Change Orders

Part 3. Final lien releases

1. Contractor: conditional final release with the final invoice, and unconditional final release after the final payment clears
2. Each Subcontractor and Supplier that gave a preliminary or other lien notice, or that did work or supplied materials: the same releases
3. A sworn statement or affidavit of payment, if the Law of the Property State requires one

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4.

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List of Subcontractors and Suppliers, with confirmation that each is paid in full: [Subcontractors and suppliers paid: _____]

Part 4. Record

Substantial Completion date: [Actual substantial completion date: _____]
Final Completion date: [Actual final completion date: _____]
Open items and amount held, if any: [Open items and amount held: _____]

Owner (signature):
Date:

Contractor (signature):
Date:

The Owner's signature does not waive the warranty, hidden defects or any right that the Law gives.

SCHEDULE F: NOTICE OF CANCELLATION

The Contractor fills in both copies, prints them in bold type of at least 10 points and in the language of this Contract, and gives both to each Owner at signing. If there are two Owners, the Contractor prints and fills in a further set of two copies for the second Owner. If the Law of the Property State requires its own form or a longer period, the Contractor uses that form or deadline as well.

COPY 1

NOTICE OF CANCELLATION

Date of transaction: [Contract date: _____]

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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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 [Contractor's legal name: _____], at

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[Contractor's place of business (street address): _____] NOT LATER THAN MIDNIGHT OF [Cancellation deadline: _____].

I HEREBY CANCEL THIS TRANSACTION.

Date:
Buyer's signature:

COPY 2

NOTICE OF CANCELLATION

Date of transaction: [Contract date: _____]

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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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 [Contractor's legal name: _____], at [Contractor's place of business (street address): _____] NOT LATER THAN MIDNIGHT OF [Cancellation deadline: _____].

I HEREBY CANCEL THIS TRANSACTION.

Date:
Buyer's signature:

SCHEDULE G: STATE NOTICES ADDENDUM

The Contractor checks each line, attaches the exact current official text for the Property State, and gets the signatures that the Law requires. A line that does not apply is marked "Does not apply".

1. Property State and source of the notices (statute, agency form, date checked): [State notice sources: _____]

2. License board or registrar statement, and complaint information: [License or complaint

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statement: _____]

3. Lien warning or customer disclosure: [Lien warning or disclosure: _____]

4. Recovery or guaranty fund notice: [Recovery fund notice: _____]

5. State cancellation notice, including a senior citizen, disaster or insurance claim notice: [State cancellation notice: _____]

6. Deposit protection notice (trust, escrow or bond): [Deposit protection notice: _____]

7. Subcontractor, insurance or bond statement: [Subcontractor or insurance statement: _____]

8. Construction defect procedure or warranty notice: [Construction defect or warranty notice: _____]

9. Other required terms or notices, including local rules: [Other notices: _____]

10. Clauses removed or changed to meet the Law of the Property State: [Clauses changed for the state: _____]

Contractor (signature):
Date:

Received by the Owner (signature):
Date:

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