

**SAMPLE HOME IMPROVEMENT CONTRACT**

Date of Contract \_\_\_\_\_

Contractor & Company Name \_\_\_\_\_

D/B/A or Assumed Name \_\_\_\_\_

Contractor Westchester County License Number \_\_\_\_\_

Contractor Office Address \_\_\_\_\_

Contractor Office Number \_\_\_\_\_

Contractor Cell Phone \_\_\_\_\_

Contractor Email \_\_\_\_\_

Salesperson/Employee Name \_\_\_\_\_

Consumer Name \_\_\_\_\_

Consumer Address \_\_\_\_\_

Consumer Cell/Phone \_\_\_\_\_

Consumer Email \_\_\_\_\_

Address of Work (if different from above) \_\_\_\_\_

**START/COMPLETION DATES**

Estimated Start Date When Work Will Begin: \_\_\_\_\_

Estimated Date Work Will Be Substantially Completed: \_\_\_\_\_

Contingencies that may impact Contractor's ability to meet agreed upon dates above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Detailed Description of Work to be Performed:

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List of Materials/Equipment Supplied by Contractor (include make, model, quantity or other identifying information):

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List of Materials/Equipment Supplied by Consumer (include make, model, quantity or other identifying information):

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<u>PAYMENT BY CONSUMER</u>	<u>AMOUNT DUE</u>
Deposit	\$ _____
Final payment when work completed	\$ _____
Proposed Total Cost to Consumer	\$ _____

Schedule of Payments:

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If the contract provides for one or more progress payments to be paid to the Contractor by the Consumer before substantial completion of the work, a schedule of such progress payments showing the amount of each payment is required, as a sum in dollars and cents, and specifically identifying the state of completion of work or services to be performed, including any materials to be supplied before each such progress payment. The amount of any such progress payments shall bear a reasonable relationship to the amount of work to be performed, materials to be purchased, or expenses for which the Contractor would be obligated at the time of payment.

**SUBCONTRACTORS:**

The Contractor may use additional labor (subcontractors, plumbers, electricians, etc.) for this project: [Yes or No]. If yes, the Contractor agrees to use only Westchester County licensed subcontractors. The Contractor is responsible for paying any subcontractors or supply vendors who were arranged by the Contractor. The Consumer is not responsible if the Contractor fails to pay these subcontractors or supply vendors.

**CHANGE ORDERS/ADDITIONAL WORK**

Once this form is signed by both parties, written Change Orders signed by both parties are required for any changes or additional work. The Change Order shall state a detailed description of additional work and shall include:

- 1) Whether the change will increase or decrease the original Contract amount;
- 2) Cost of additional work;
- 3) New total amount of the Contract; and
- 4) When payment is due.

The Contractor shall provide the Consumer with a copy of the signed Change Order form before starting the additional/changed work. Except for those items specifically described in the Change Order, all other Contract terms shall remain unchanged.

Other agreements between the parties:

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**ACCEPTANCE OF CONTRACT**

If the Consumer is satisfied with the conditions and prices specified in this agreement and in any referenced attachments, the Consumer may sign this agreement to accept all the terms specified. **DO NOT SIGN THIS FORM IF YOU DO NOT ACCEPT ALL THE DETAILS AND PAYMENTS DESCRIBED HEREIN.** Both parties should review Article XVI of the Westchester County Consumer Protection Code before entering into this contract. Once this form is signed, the Contractor shall provide the Consumer with a

copy of this signed Contract before any work is done, and ONLY after that, the Contractor is authorized to begin work.

Before signing this contract, the Consumer should verify if the Contractor is licensed by the Westchester County Consumer Protection Department by calling 914-995-2155 or visiting [consumer.westchestergov.com](http://consumer.westchestergov.com).

#### ADDITIONAL PROVISIONS AND CONDITIONS

1. The Westchester Consumer Protection Department recommends that consumers should solicit multiple bids for home improvement work and check references before hiring a contractor.
2. This contract and all amendments thereto, shall be in writing and shall be signed by all parties to the contract. The writing shall be legible, in plain English, and shall be in such form to describe clearly any other document which is to be incorporated into the contract.
3. Each party represents that the person executing this Contract has read it, fully understands its terms and is fully authorized to execute it, thereby making the Agreement fully binding on such party.
4. Any contractor, subcontractor, or supplier of materials who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. If you paid the amounts due under the contract before the lien is filed, the lien can be invalidated by a court. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.
5. The Contractor is legally required to deposit all payments received prior to substantial completion of work in accordance with subdivision 4 Section 71-a of the Lien Law. In lieu of such deposit, the Contractor may post a bond or contract of indemnity or irrevocable letter of credit with the Consumer guaranteeing the return of the payments or application of the payments to the purpose of the Contract.
6. Before a contractor or subcontractor begins work on a home, such writing shall disclose to the homeowner the existence of a property and/or casualty insurance policy that covers the scope of such contractor or subcontractor's employment should an insurance claim be filed resulting from losses arising from the work at such property. Such disclosure shall also include the contact information of the insurance company providing such property and/or casualty insurance, including a phone number and address.
7. **The Consumer may cancel this contract and transaction by written notice without penalty at any time prior to midnight on the third business day after the date of this contract and all deposits shall be returned.**
8. The Contractor agrees to obtain all permits required by law with local government and pay any related fees.
9. The Contractor agrees to clean up the property after home improvement work is completed.
10. The Consumer may file a complaint regarding the Contractor's performance with the Westchester County Consumer Protection Department if any disputes develop

between the parties.

11. The parties should initial each page of this contract.

12. **Release and Waiver:** The Consumer and the Contractor do voluntarily release the County of Westchester, its officers, employees, agents, elected officials and contractors from any and all liability, claims or demands of whatever kind or nature, either in law or in equity, including negligence, for bodily injury, personal injury, illness, death or property damage, relating to or arising out of the use of this Sample Home Improvement Contract, except for such liability that is a result of the sole negligence of the County of Westchester.

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Date

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Signature of Contractor

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Name of Authorized Person to Sign for Contractor

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Date

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Signature of Consumer

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Print Name of Consumer

*Disclaimer: This is only a sample contract which complies with the requirements set forth in Westchester County laws relating to home improvement contracts. It is recommended that Consumers and Contractors seek the advice of their own lawyer before entering into any Home Improvement Contract.*