

HOME IMPROVEMENT CONTRACT

1. 1. Parties, Contractor License, and Property

This Home Improvement Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [HOMEOWNER NAME], located at [HOMEOWNER ADDRESS] (the "Owner"), and [CONTRACTOR NAME], a [ENTITY TYPE] doing business at [CONTRACTOR ADDRESS], telephone [CONTRACTOR PHONE], holding contractor license or home improvement registration number [LICENSE OR REGISTRATION NUMBER] issued by [LICENSING AUTHORITY] and expiring [LICENSE EXPIRATION], with [BOND OR INSURANCE INFORMATION REQUIRED BY THE JURISDICTION] (the "Contractor"). The work will be performed at [PROPERTY ADDRESS] (the "Property"). If a salesperson solicited this Contract, that person is [SALESPERSON NAME AND REGISTRATION NUMBER, IF REQUIRED]. The Owner represents that it owns or is authorized to improve the Property and has obtained any lender, condominium, or homeowners association consent required.

2. 2. Description of the Work and Materials

The Contractor will furnish all labor, materials, equipment, supervision, and services to perform the following: [WORK DESCRIPTION, e.g., remove existing rear deck and construct a new 16 by 20 foot pressure-treated deck with composite decking, aluminum railing, two sets of stairs, and footings to the depth required by code; or replace fourteen windows with [MANUFACTURER AND PRODUCT], including interior and exterior trim and caulking, and haul away the existing units] (the "Work"). The principal materials to be used, including brand, model, grade, size, color, and quantity where applicable, are listed in Exhibit A. Any drawings, permit plans, or specifications are also attached as Exhibit A and are part of this Contract. Excluded from the Work are: [EXCLUSIONS, e.g., landscaping restoration beyond rough grade, electrical or plumbing relocation, painting, structural repairs not shown, hazardous material abatement, and any item not listed in Exhibit A].

3. 3. Total Contract Price and Deposit

The total price for the Work is [TOTAL CONTRACT PRICE], which includes all labor, materials, permit fees, and applicable taxes except as expressly stated otherwise in Exhibit A. The Owner will pay a deposit of [DEPOSIT AMOUNT] on signing, which does not exceed the limit permitted by applicable law for a residential improvement contract in this jurisdiction and which is applied toward materials and mobilization and credited against the total price. No further payment is due until work has commenced or materials have been delivered to the Property. The Contractor may not require or accept payment for work not yet performed or materials not yet delivered beyond the deposit stated above. Finance charges, if any, and the identity of any lender, are disclosed as follows: [FINANCING DISCLOSURE OR "NONE"].

4. 4. Payment Schedule

The balance of the Contract Price is payable in the following installments, each tied to an identifiable stage of completion: [PAYMENT SCHEDULE, e.g., [AMOUNT] on completion of demolition and footings and passing the footing inspection; [AMOUNT] on completion of framing and passing the framing inspection; [AMOUNT] on installation of decking, railing, and stairs; and the final [AMOUNT] on completion of the punch list and final inspection]. Each installment is payable within [PAYMENT TERM, e.g., 7 days] of a written request identifying the stage completed. The Owner is entitled to withhold from any payment an amount reasonably related to specific work identified in writing as incomplete or defective. Amounts properly due and unpaid after [LATE TRIGGER, e.g., 10 days] accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Contractor may suspend the Work after [SUSPENSION NOTICE, e.g., 7 days]

written notice.

5. 5. Start Date, Completion Date, and Delays

The Contractor will begin the Work on or about [START DATE] and will substantially complete it on or about [COMPLETION DATE]. The Contractor will not delay commencement more than [MAXIMUM START DELAY, e.g., 14 days] beyond the start date without written consent of the Owner, and an unexcused failure to begin or a cessation of work for more than [ABANDONMENT PERIOD, e.g., 20 consecutive days] without cause is a material breach. The completion date extends day for day for change orders, concealed conditions, delays in permits or inspections, material backorders, weather that prevents work of the type being performed, and any delay caused by the Owner, including delayed selections, access, or approvals. The Contractor will notify the Owner in writing of any delay and the revised completion date. Work will be performed between [WORKING HOURS] on [WORKING DAYS].

6. 6. Permits, Licensing, and Inspections

The Contractor will obtain and pay for all permits required for the Work and will schedule all required inspections; the Owner will sign any permit application requiring the signature of the property owner and will provide access to inspectors. The Contractor represents that it holds the license or registration identified in Section 1 and any bond or insurance required by the jurisdiction, that it is in good standing, and that it will maintain that status for the duration of the Work. The Contractor will perform the Work in compliance with the building codes in effect at the Property. The Owner is responsible for obtaining homeowners association, architectural review, or historic district approval, and the schedule extends for delay caused by those processes. The Contractor will provide the Owner with the permit number and the final inspection sign-off at completion.

7. 7. Change Orders

Any change in the Work, the materials, the price, or the completion date must be in a written change order signed by both Parties before the changed work begins. Each change order will state a description of the change, the amount added to or deducted from the Contract Price, and the effect on the completion date, and a copy will be given to the Owner at signing. The Contractor may not perform additional work and later demand payment for it based on a verbal request, a text message, or a conversation with a worker on site. If a concealed condition, a building official, or a code requirement makes additional work necessary, the Contractor will stop the affected work, notify the Owner in writing, and proceed only after a change order is signed, except where immediate action is required to protect life or property.

8. 8. Mechanics Lien Notice

NOTICE TO OWNER: Under the laws of most states, any contractor, subcontractor, laborer, or material supplier who furnishes labor or materials to improve your property and who is not paid may record a mechanics lien against your home, even if you have paid your contractor in full. A lien can result in the forced sale of your property to satisfy the debt. To protect yourself, you may require the Contractor to provide, with each payment, a conditional waiver and release for the payment being made and an unconditional waiver and release for all payments previously made, from the Contractor and from each subcontractor and supplier furnishing more than [WAIVER THRESHOLD]. Read and keep any preliminary or pre-lien notice you receive, since it means that party may claim a lien. The Contractor will pay all subcontractors, laborers, and suppliers from funds received and will discharge, bond around, or otherwise remove any lien arising from the Work within [LIEN REMOVAL PERIOD, e.g., 15 days] after written notice from the Owner.

9. 9. Notice of Right to Cancel

NOTICE TO OWNER: If this Contract was solicited at your home, or was signed anywhere other than the permanent place of business of the Contractor, you may cancel this transaction without penalty or obligation within three business days of the date you signed it. To cancel, mail, deliver, or send a signed and dated written notice stating that you are cancelling to the Contractor at the address in Section 1, postmarked or delivered no later than midnight of the third business day following the date of this Contract. If you cancel, any payments you made will be returned within [REFUND PERIOD, e.g., 10 days] and any security interest arising from the transaction will be cancelled. A separate notice of cancellation form in the format required by applicable law is attached and has been delivered to the Owner in duplicate. Some states extend this period, provide additional rights to older adults or to contracts financed by a home equity loan, or apply different rules to emergency repairs requested in writing by the Owner.

10. 10. Concealed Conditions and Site Access

The Contract Price is based on the conditions observable during the pre-construction inspection on [INSPECTION DATE]. If the Contractor encounters a concealed condition that differs materially from what was reasonably expected — including rot, insect or water damage, mold, failed or missing structural members, unpermitted prior work, unmarked utilities, unsuitable soils or footing depth requirements, or code violations that an inspector requires to be corrected — the Contractor will stop work in the affected area, document the condition, and notify the Owner in writing before proceeding, and the additional work will be handled as a change order. The Owner will provide reasonable access to the Property during working hours, a location for material storage and a debris container, and use of water and electricity at no charge. The Owner will identify known underground utilities, septic systems, irrigation lines, and private lines, and the Contractor will request a utility locate before excavating.

11. 11. Insurance, Workers Compensation, and Subcontractors

The Contractor will maintain commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., \$1,000,000 per occurrence], automobile liability, and workers compensation coverage at statutory limits for all of its employees, and will require comparable coverage of each subcontractor it engages; certificates will be provided to the Owner on request and, where requested, will name the Owner as an additional insured. The Contractor is responsible for all subcontractors it engages, including their work, their conduct at the Property, and their payment. The Owner should verify that the Contractor carries workers compensation coverage, because an injured worker without coverage may attempt to claim against the homeowner or the homeowners insurance policy. The Owner will notify its own property insurer of the Work where the policy requires notice.

12. 12. Cleanup, Debris, and Property Protection

The Contractor will keep the Property free of accumulated debris during the Work, will store materials and equipment in the designated area, and will secure the site at the end of each work day, including covering openings and removing tripping and puncture hazards. All construction debris, packaging, surplus material, and removed components will be hauled away and disposed of lawfully, and hauling is [INCLUDED IN / IN ADDITION TO] the Contract Price. The Contractor will protect landscaping, driveways, walkways, siding, and interior finishes from damage caused by the Work and will repair damage it causes. At completion the Property will be left in broom-clean condition, and a magnetic sweep will be performed where fasteners were used outdoors. The Owner will keep occupants, children, and pets clear of the work area.

13. 13. Substantial Completion, Punch List, and Warranty

The Work is substantially complete when it can be used for its intended purpose and any required final inspection has passed. Within [PUNCH LIST PERIOD, e.g., 5 days] the Parties will walk the Property together and prepare a written punch list, which the Contractor will complete within [PUNCH LIST COMPLETION PERIOD, e.g., 21

days]. The final payment is due when the punch list is complete and the Contractor delivers final lien waivers, manufacturer warranty documents, care instructions, and the permit sign-off. The Contractor warrants its workmanship for [LABOR WARRANTY PERIOD, e.g., one year] from substantial completion and will correct defects reported in writing during that period at no charge. Materials, windows, doors, roofing, decking, siding, and equipment carry only the warranties of their manufacturers, which are assigned or passed through to the Owner; where a manufacturer warranty requires registration, the Contractor will register it and deliver confirmation. The warranty excludes normal wear, settlement, owner-supplied materials, damage from lack of maintenance or misuse, alterations by others, and acts of nature. Warranty rights provided by state law that cannot be waived are not affected by this section.

14. 14. Termination, Suspension, and Dispute Resolution

The Owner may terminate this Contract for convenience on [OWNER TERMINATION NOTICE, e.g., 10 days] written notice and will pay for Work performed, materials ordered or delivered and not returnable, and reasonable demobilization costs through that date. Either Party may terminate for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice, including abandonment by the Contractor or failure by the Owner to make a payment properly due. This Contract is governed by the laws of the State of [GOVERNING STATE]. The Parties will first meet at the Property to attempt resolution, then submit the dispute to mediation in [MEDIATION LOCATION], and any unresolved dispute will be decided in [BINDING ARBITRATION UNDER [ARBITRATION RULES] / THE COURTS OF [VENUE COUNTY AND STATE]], with the prevailing Party entitled to reasonable attorney fees and costs. Nothing in this section limits the right of the Owner to file a complaint with the state contractor licensing board or to pursue a claim against any recovery fund or bond available under state law.

15. 15. Entire Agreement and Signatures

This Contract, together with Exhibit A and any signed change orders, is the entire agreement between the Parties and replaces all prior proposals, estimates, brochures, and verbal statements, including any statement made by a salesperson that is not written here. Amendments must be in writing and signed by both Parties. If any provision is unenforceable, the remainder stays in effect. The Owner acknowledges receipt of a fully signed copy of this Contract, the attached notice of cancellation in duplicate, and any consumer information the law requires the Contractor to deliver, at the time of signing. OWNER: [HOMEOWNER NAME]. Signature: _____ . Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. CONTRACTOR: [CONTRACTOR NAME]. Signature: _____ . Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. License or Registration Number: [LICENSE OR REGISTRATION NUMBER]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Home improvement contracts are the most heavily regulated agreements in construction: many states dictate the exact disclosures, type size, deposit limits, payment schedule rules, lien and cancellation notice wording, and salesperson registration requirements, and a contract that omits them can be unenforceable or expose the contractor to penalties and license discipline. This template is a starting point and does not incorporate the specific statutory language of any state. Review it against the requirements of your jurisdiction and consult a licensed attorney or your state contractor licensing board before using it. Use of this template does not create an attorney-client relationship with ScanContract.

