

REMODELING CONTRACT

1. 1. Parties and Property

This Remodeling Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [HOMEOWNER NAME], located at [HOMEOWNER ADDRESS] (the "Owner"), and [CONTRACTOR NAME], a [ENTITY TYPE] holding contractor license number [LICENSE NUMBER] and located at [CONTRACTOR ADDRESS] (the "Contractor"). The work will be performed at [PROPERTY ADDRESS] (the "Property"). The Owner represents that it owns the Property or is otherwise authorized to have the work performed, and that any required lender, condominium, or homeowners association consent has been or will be obtained. Notices under this Contract are effective when sent in writing to the addresses above and to [OWNER EMAIL] and [CONTRACTOR EMAIL], and both Parties will designate a single point of contact for day-to-day decisions.

2. 2. Description of the Remodeling Work

The Contractor will furnish the labor, materials, equipment, and supervision to perform the following work at the Property: [REMODEL SCOPE, described room by room, e.g., kitchen: demolish existing cabinets, countertops, flooring, and soffits; relocate sink plumbing; install new cabinetry, countertops, backsplash, undercabinet lighting, and flooring; paint walls, ceiling, and trim] (the "Work"). The Work follows the design drawings prepared by [DESIGNER NAME] dated [PLAN DATE] and the selection list in Exhibit A. The following are excluded from this Contract: [EXCLUSIONS, e.g., appliances, window treatments, furniture, hazardous material abatement, structural repairs not shown, exterior work, landscaping repair]. Any item not listed in the scope or Exhibit A is not included in the Contract Price.

3. 3. Existing Conditions and Concealed Work

The Contract Price is based on the conditions visible during the pre-construction walkthrough conducted on [WALKTHROUGH DATE]. The Owner acknowledges that the Contractor cannot inspect inside walls, ceilings, floors, or below slabs before demolition begins. If the Contractor encounters a concealed condition that differs materially from what was reasonably expected — including rot, termite or water damage, mold, failed or undersized framing, knob-and-tube or aluminum wiring, galvanized or polybutylene piping, missing headers, unpermitted prior work, or code violations that an inspector requires to be corrected — the Contractor will stop work in the affected area, photograph the condition, and notify the Owner in writing within [CONCEALED CONDITION NOTICE, e.g., 2 business days]. The corrective work will be priced and executed as a change order under Section 6. The Owner should budget a contingency of [CONTINGENCY PERCENTAGE, e.g., 10 to 20 percent] of the Contract Price for conditions of this kind.

4. 4. Allowances and Selections

The Contract Price includes the following allowances for items the Owner has not yet selected: [ALLOWANCE SCHEDULE, e.g., cabinetry \$[AMOUNT], countertops \$[AMOUNT] per square foot installed, tile \$[AMOUNT] per square foot material only, plumbing fixtures \$[AMOUNT], lighting \$[AMOUNT], flooring \$[AMOUNT]]. Each allowance covers the item as described — material only or material and installation, as stated — and the Contract Price will be adjusted up or down by the difference between the allowance and the actual cost. The Owner will make all selections by [SELECTION DEADLINE] so that materials can be ordered without delaying the schedule; selections made after that date may extend the completion date and incur expediting costs. Special-order and custom items are non-refundable once ordered. The Contractor will provide the Owner with pricing and lead time for each selection before placing the order.

5. 5. Contract Price and Payment Schedule

The total Contract Price is [CONTRACT PRICE], payable as follows: [DEPOSIT AMOUNT] on signing to cover mobilization and material deposits, [DRAW 1 AMOUNT] on completion of demolition and rough-in, [DRAW 2 AMOUNT] on passing rough inspections and installation of drywall, [DRAW 3 AMOUNT] on installation of cabinetry, countertops, and flooring, and the balance of [FINAL PAYMENT AMOUNT] on completion of the punch list. Each draw is payable within [PAYMENT TERM, e.g., 5 days] of a written draw request identifying the milestone reached. Allowance adjustments and signed change orders are billed with the next scheduled draw. Amounts 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 on [SUSPENSION NOTICE, e.g., 5 days] written notice until the account is current.

6. 6. Change Orders

Any change to the Work, the materials, the schedule, or the Contract Price must be documented in a written change order signed by both Parties before the changed work begins. Each change order states the description of the change, the price adjustment, and any extension of the completion date. Changes are priced at [CHANGE ORDER PRICING, e.g., a quoted lump sum, or cost plus [MARKUP PERCENTAGE]] and a change order administration fee of [CHANGE ORDER FEE], if any, will be stated on the form. Verbal requests made to workers on site, text messages, and conversations that are not reduced to a signed change order do not modify this Contract, and the Contractor may decline to perform them. Change orders that are approved after related work has already been installed may require removal and replacement, which will be priced as part of the change.

7. 7. Permits, Inspections, and Approvals

The Contractor will apply for and obtain the building, electrical, plumbing, and mechanical permits required for the Work and will schedule all inspections. Permit fees are [INCLUDED IN / IN ADDITION TO] the Contract Price. The Owner will sign any permit application requiring the signature of the property owner and will provide access for inspectors. The Owner is responsible for obtaining condominium, homeowners association, or historic district approval and for any related fees or conditions, and the schedule extends for delay caused by those approvals. The Contractor will perform the Work in compliance with applicable codes and will correct, at no additional charge, any item that fails inspection because of its own workmanship. Corrections required because of pre-existing conditions or prior unpermitted work are handled as change orders.

8. 8. Schedule, Working Hours, and Occupancy

The Work is scheduled to begin on [START DATE] and to be substantially complete by [COMPLETION DATE], subject to extensions for change orders, concealed conditions, late selections, material lead times, inspections, and weather. Work will be performed between [START TIME] and [END TIME] on [WORKING DAYS], and outside those hours only with prior consent of the Owner. The Owner understands that during the Work portions of the Property will be unusable and that [UTILITY INTERRUPTION DESCRIPTION, e.g., water, power to specific circuits, or the kitchen] may be out of service for periods of time; the Contractor will give at least [UTILITY NOTICE, e.g., 24 hours] notice before a planned interruption. The Owner will keep children and pets out of the work area, will remove or relocate personal property from the work area before the start date, and understands the Contractor is not responsible for items left in the work area.

9. 9. Dust Control, Protection, and Daily Cleanup

The Contractor will install reasonable dust containment measures, including [PROTECTION MEASURES, e.g., zip-wall barriers at work area entries, plastic sheeting over doorways and vents, floor protection on traffic paths,

and negative air or filtered exhaust where practical]. The Owner acknowledges that construction dust cannot be eliminated entirely and may reach adjacent areas. The Contractor will clean the work area at the end of each work day, keep walkways and exits clear, and remove debris to a container located at [DUMPSTER LOCATION]. At completion, the Contractor will remove all tools, surplus materials, and debris and will perform a construction clean of the work area, including vacuuming, wiping surfaces, and cleaning installed fixtures; a final detailed household cleaning is [INCLUDED / NOT INCLUDED]. The Contractor will protect landscaping, driveways, and adjacent finished areas and will repair damage caused by the Work.

10. 10. Lead-Safe Practices and Hazardous Materials

If the Property was built before 1978 and the Work will disturb painted surfaces, the Contractor will comply with applicable lead-safe renovation, repair, and painting requirements, including using certified renovators, containing the work area, prohibiting prohibited practices, and cleaning verification, and will provide the Owner with the required lead hazard information pamphlet before work begins. This Contract does not include testing for or abatement of asbestos, mold, contaminated soil, or other hazardous materials. If a suspected hazardous material is encountered, the Contractor will stop work in the affected area, secure it, and notify the Owner, who is responsible for engaging a licensed specialist at the expense of the Owner; the schedule extends for the duration of that work and the affected portion of the Work resumes only after written clearance.

11. 11. Insurance and Liability

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 its employees, and will require the same of its subcontractors. On request, the Contractor will furnish certificates of insurance naming the Owner as an additional insured for the duration of the Work. The Owner will maintain homeowners or property insurance on the Property and will notify its insurer of the renovation, since some policies require notice for work above a stated value or for periods when the home is unoccupied. Neither Party is liable to the other for indirect, incidental, or consequential damages, including alternative housing costs, lost rental income, or inconvenience, and the total liability of the Contractor will not exceed the Contract Price except for claims arising from bodily injury or willful misconduct.

12. 12. Lien Notice and Subcontractor Payment

The Contractor is responsible for paying all of its subcontractors, suppliers, and laborers from the funds it receives. The Owner is advised that under the laws of most states, a contractor, subcontractor, or material supplier who is not paid for labor or materials furnished to the Property may record a mechanics lien against the Property, even if the Owner has already paid the Contractor in full. To protect against that risk, the Owner may require, and the Contractor will provide with each draw, conditional lien waivers for the current period and unconditional waivers for amounts previously paid, from the Contractor and from each subcontractor and supplier furnishing more than [WAIVER THRESHOLD]. The Contractor will remove, bond around, or otherwise discharge any lien arising from its work within [LIEN REMOVAL PERIOD, e.g., 15 days] of written notice from the Owner.

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

The Work is substantially complete when the remodeled area can be used for its intended purpose and any required final inspection has been passed. Within [PUNCH LIST PERIOD, e.g., 5 days] afterward, 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]. Final payment is due when the punch list is complete and the Contractor delivers final lien waivers, manufacturer warranties, and care instructions. The Contractor warrants its workmanship for [LABOR WARRANTY PERIOD, e.g., one year] from substantial completion; materials,

fixtures, and appliances carry only their manufacturer warranties, which are passed through to the Owner. The warranty excludes normal settlement, shrinkage cracks at drywall and trim joints, grout and caulk maintenance, damage from misuse or lack of maintenance, and work performed by others. A single warranty visit to address settlement-related cosmetic items will be scheduled at approximately [WARRANTY VISIT TIMING, e.g., 11 months] after completion.

14. 14. Termination, Cancellation Rights, and Dispute Resolution

If this Contract was signed at the Property or anywhere other than the permanent place of business of the Contractor, the Owner may have the right under federal and state law to cancel within three business days of signing, and the Contractor will provide the required written notice of cancellation form. After that period, the Owner may terminate for convenience on [TERMINATION NOTICE, e.g., 10 days] written notice and will pay for work performed, materials ordered or delivered, non-refundable special orders, and reasonable demobilization costs. Either Party may terminate for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice. This Contract is governed by the laws of the State of [GOVERNING STATE]. The Parties will attempt to resolve any dispute by meeting at the Property, then by mediation in [MEDIATION LOCATION], and any unresolved dispute will be decided in [BINDING ARBITRATION / THE COURTS OF [VENUE COUNTY AND STATE]], with the prevailing Party entitled to reasonable attorney fees.

15. 15. Signatures

By signing below, both Parties confirm they have read this Contract and its exhibits, understand them, and agree to be bound as of the Effective Date. OWNER: [HOMEOWNER NAME]. Signature: _____.
Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. CONTRACTOR: [CONTRACTOR NAME].
Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE].
License Number: [LICENSE NUMBER]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

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