

**Company Name, address, phone number**

\_\_\_\_\_  
Owner

The undersigned Contractor agrees to sell and the undersigned Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) agrees to buy the following materials and services, which are to be furnished or used in the modernization, rehabilitation, repair, alteration or improvement of the real property located at Buyer's address given below or at:

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Buyer represents that he or she is the (title owner of record) or (agent of title owner of record) [*cross out the one which does not apply*] of the above real property. If the Buyer is not the title owner, please state the name and address of the title owner, including a description of the authority on which the Buyer relies to enter this agreement.

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

Buyer will have until midnight of the third business day after signing this agreement to cancel this agreement (see "Statement of Transaction" paragraph 3 "NOTICE:") prior to commencement of work as described in this contract. A Buyer who demands or accepts materials or services prior to midnight of the third business day after signing this agreement will be responsible for all unrecoverable costs and/or services incurred by the Contractor subsequent to the Buyer's notice to cancel.

The ( ) Buyer ( ) Contractor has initiated the contract for home improvement services.

If Buyer contacted Contractor: This contract ( ) is ( ) is not an emergency home improvement, and the owner or his or her agent agrees to execute a separate dated



## I. INSURANCE

Contractor represents that he has requisite Workers' Compensation Insurance, and Public Liability Insurance, but is not responsible for fire or casualty insurance. Buyer represents that the real property is covered by a homeowner's insurance policy.

## II. DEFAULT

**NOTICE TO OWNER: THE CONTRACTOR OR SUBCONTRACTOR WHO PERFORMS ON THE CONTRACT AND IS NOT PAID MAY HAVE A CLAIM AGAINST THE BUYER WHICH MAY BE ENFORCED AGAINST THE PROPERTY IN ACCORDANCE WITH THE APPLICABLE LIEN LAWS.**

**NOTICE TO OWNER: ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN 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. PAYMENT OF THE AGREED-UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN.**

For each default in payment, which continues for a period of more than ten (10) days, Buyer agrees to pay a monthly delinquency and collection charge in an amount equal to five percent (5%) of each such installment, or twenty-five dollars (\$25.00), whichever is more. If the Contractor (or any assignee) refers this contract to an attorney for collection, the Buyer agrees to pay attorney's fees not exceeding twenty five percent (25%) of the amount due and payable under this contract, plus court costs actually incurred.

## III. STATEMENT OF TRANSACTION

Price for all material and work: \$ \_\_\_\_\_

1/2 due at signing of contract \$ \_\_\_\_\_  
(downpayment)

1/2 due on completion of contract \$ \_\_\_\_\_

Payments may be made by cash, check, certified check, or money order. A written receipt will be issued for all cash payments.

NOTICE: Contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a (§71-a(4)) of

the Lien Law and, in lieu of such deposit, Contractor may post a bond or contract of indemnity with Buyer, or post an irrevocable letter of credit issued by a bank, trust company, savings bank, or state or federal savings and loan institution located in the state, guaranteeing the return of the payments, or the proper application of such payments to the purposes of this contract.

NOTICE TO BUYER: (1) Do not sign this Contract before you read it. (2) You are entitled to a completely filled-in copy of this Contract. **(3) IN ADDITION TO ANY RIGHT OTHERWISE TO REVOKE AN OFFER, YOU MAY CANCEL THIS CONTRACT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY ON WHICH YOU HAVE SIGNED AN AGREEMENT OR OFFER TO PURCHASE RELATING TO SUCH CONTRACT. CANCELLATION OCCURS WHEN WRITTEN NOTICE OF CANCELLATION IS GIVEN TO THE CONTRACTOR. NOTICE OF CANCELLATION IS GIVEN BY MAIL, SHALL BE DEEMED GIVEN WHEN DEPOSITED IN A MAILBOX PROPERLY ADDRESSED AND POSTAGE PREPAID. NOTICE OF CANCELLATION SHALL BE SUFFICIENT IF IT INDICATES YOUR INTENTION NOT TO BE BOUND.** This paragraph shall not apply to a transaction in which the owner has initiated the contract and the home improvement is needed to meet a bona fide emergency of the owner, and the owner furnishes the home improvement contractor with a separate dated and signed personal statement in the owner's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the home improvement contract within three business days.

#### IV. ADDITIONAL PROVISIONS

1. Limitations of Liability on Contractor. Contractor shall not be liable for delays or damages caused by strikes, material or labor shortages, inclement weather, or other conditions beyond Contractor's control. Buyer will not be entitled to return of the down payment where delays are reasonable and related to circumstances beyond Contractor's control. Contractor assumes no responsibility for securing any license, permit or other authorization to do the work, labor and services herein specified.

2. Warranty and Representations. Buyer warrants and represents that he has the funds to pay for the completion of the above work. Buyer authorizes Contractor to obtain a credit report at any time prior to completion of the above work.

Contractor represents that materials will be of standard quality, and services will be performed in a workmanlike manner customary to the location where work is to be performed. However, Contractor will not be responsible for any imperfections resulting from the inherent limitations of materials, e.g., the cracking, spalling or pitting of concrete, masonry and black top; and/or typical and reasonable shrinkage of new lumber. Contractor warrants all work for a period of three years. Contractor agrees to make any necessary repairs within the three year period.

3. Buyer agrees to allow Contractor the use of onsite utilities, i.e., electric and water, reasonably necessary to complete above described work.

4. Extension, Reduction, etc. The Contractor at its option may extend the time for payment hereunder, or reduce the payments herein, and any such extension, reduction, renewal or other indulgence shall not relieve the Buyer or any endorser or guarantor from any liability hereunder. Protest, presentment, demand and notice are hereby waived by the Buyer and every endorser and guarantor hereunder.

5. Recovery hereunder by the Buyer shall not exceed amounts paid by the Buyer hereunder.

6. Entire Agreement. This contract contains the entire agreement between the parties hereto. Buyer agrees that no representation, promise or warranties, express or implied, have been made to Buyer with respect to the goods and services averred by this contract, except as contained herein and that no modification or alteration of this contract shall be binding, unless endorsed herein in writing by the parties hereto.

7. Miscellaneous. The Contractor's rights and remedies are cumulative and not alternative. Waiver of any default shall not constitute waiver of any subsequent default. Any provision hereof found to be invalid under applicable law shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender and number as the circumstances require. This contract shall be binding upon and shall inure to the benefit of the parties hereto and upon any parties who may in the future succeed to their interests.

CONTRACTOR by \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By execution hereunder the Buyer accepts this contract and acknowledges receipt of a copy, prior to execution hereon.

BUYER \_\_\_\_\_  
Signature

CO-BUYER \_\_\_\_\_  
Signature

Buyer's Address: \_\_\_\_\_  
Street

\_\_\_\_\_  
City County State, Zip Code

\_\_\_\_\_  
Telephone Number