

HOME IMPROVEMENT CONTRACT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your project, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Home Improvement Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] with its principal place of business at [CONTRACTOR ADDRESS], holding home-improvement or contractor registration/license no. [LICENSE NUMBER] ("**Contractor**"); and

[HOMEOWNER NAME(S)], residing at [HOMEOWNER ADDRESS] ("**Homeowner**").

Contractor and Homeowner are each a "**Party**" and together the "**Parties**."

Recitals. Homeowner owns or resides at the property located at [PROJECT ADDRESS] (the "**Residence**") and wishes to engage Contractor to perform certain home-improvement work, and Contractor wishes to perform that work on the terms below. Many jurisdictions impose specific requirements on residential home-improvement contracts, including disclosures, deposit limits, and rescission rights. In consideration of the mutual promises below, the Parties agree as follows.

1. Description of Work

1.1 The Work. Contractor will furnish all labor, materials, equipment, and supervision necessary to perform the home-improvement work described in **Exhibit A** (the "**Work**") at the Residence, in a good and workmanlike manner.

1.2 Specifications. The Work will conform to the description, drawings, materials list, and finish selections in **Exhibit A**. Material brands, models, colors, and grades are as specified there; substitutions of equal or better quality require Homeowner's prior approval.

1.3 Permits and inspections. Contractor will obtain and pay for the permits and arrange the inspections required for the Work, unless **Exhibit A** assigns a permit to Homeowner. Homeowner authorizes Contractor to act as Homeowner's agent for permit purposes where allowed.

1.4 Code compliance. Contractor will perform the Work in compliance with applicable building codes and laws in effect where the Residence is located and will correct, at its expense, work that fails to comply due to Contractor's act or omission.

1.5 Exclusions. The Work excludes anything not listed in **Exhibit A**, including [e.g. moving of personal property, repair of pre-existing conditions, hazardous-material abatement], unless added by a written change order.

2. Price and Payment Schedule

2.1 Contract price. Homeowner will pay Contractor the total contract price of [AMOUNT] for the Work, subject to additions and deductions by change order.

2.2 **Deposit.** Homeowner will pay a deposit of [AMOUNT / PERCENTAGE] on signing. Several jurisdictions cap the deposit a contractor may collect for residential home-improvement work; the deposit will not exceed the maximum permitted by applicable law.

2.3 **Progress payments.** Homeowner will make progress payments tied to the milestones in **Exhibit B** (for example, on completion of demolition, rough-in, and finish stages). Each progress payment is due within [NUMBER, e.g. 7] days after the corresponding milestone is reached.

2.4 **Final payment.** Homeowner will pay the final balance within [NUMBER] days after (a) completion of the Work, (b) any required final inspection passes, and (c) Contractor delivers applicable lien waivers under Section 6.

2.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Contractor may suspend the Work on [NUMBER] days' written notice if an undisputed payment remains unpaid past its due date.

3. Schedule

3.1 **Start and completion.** Contractor will begin the Work on or about [START DATE] and will substantially complete it on or about [COMPLETION DATE], subject to extensions under this Section.

3.2 **Excusable delay.** The completion date will be equitably extended for delays beyond Contractor's reasonable control, including weather, material availability, permitting, hidden conditions, and Homeowner-requested changes, provided Contractor gives prompt notice.

3.3 **Access.** Homeowner will provide Contractor reasonable access to the Residence and to utilities (water and power) during working hours and will clear the work areas of personal property before the Work begins.

4. Change Orders

4.1 **Changes.** A change to the Work takes effect only when both Parties sign a written change order describing the change and its effect on the price and schedule.

4.2 **No oral changes.** Contractor is not obligated to perform, and Homeowner is not obligated to pay for, extra work performed without a signed change order, except in a documented emergency to protect life or property.

4.3 **Hidden conditions.** If Contractor discovers concealed conditions (for example, rot, mold, code violations, or unexpected wiring or plumbing) that differ materially from those reasonably anticipated, Contractor will stop affected work, notify Homeowner, and the Parties will execute a change order before proceeding.

5. Materials, Site, and Cleanup

5.1 **Materials.** Contractor will furnish new materials of good quality unless **Exhibit A** states otherwise. Title to materials passes to Homeowner on payment or incorporation into the Work, whichever is earlier.

5.2 **Subcontractors.** Contractor may use qualified, licensed subcontractors but remains responsible for their work and for paying them.

5.3 **Protection and cleanup.** Contractor will take reasonable steps to protect the Residence and Homeowner's property from damage during the Work, will keep the site reasonably clean, and will remove construction debris on completion.

5.4 **Right to cancel.** Many jurisdictions give a Homeowner the right to cancel a home-solicited home-improvement contract within a set number of days (often three business days). Where applicable law

provides such a right, it applies to this Agreement, and Contractor will furnish any cancellation notice the law requires.

6. Liens and Warranty

6.1 **Lien waivers.** On request and at final payment, Contractor will provide, and will obtain from its subcontractors and suppliers, lien waivers for the amounts paid, and will keep the Residence free of liens arising from Contractor's failure to pay parties it engaged.

6.2 **Workmanship warranty.** Contractor warrants that the Work will be free from defects in materials and workmanship for **[NUMBER, e.g. 12]** months after completion, except for normal wear, Homeowner misuse, or alterations by others.

6.3 **Warranty remedy.** During the warranty period, Contractor will, at its expense, repair or replace defective Work within a reasonable time after written notice. Contractor will pass through any transferable manufacturer warranties for installed materials. This warranty is in addition to warranties implied by applicable law that cannot be waived.

7. Insurance and Liability

7.1 **Contractor insurance.** Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT]** per occurrence and workers' compensation as required by applicable law, and will provide certificates of insurance on request.

7.2 **Indemnification.** To the fullest extent permitted by applicable law, Contractor will defend, indemnify, and hold harmless Homeowner from third-party claims for bodily injury, death, or property damage to the extent caused by the negligence or willful misconduct of Contractor or its subcontractors in performing the Work.

7.3 **Limitation of liability.** Except for indemnification, personal injury, or willful misconduct, neither Party is liable to the other for indirect, incidental, special, or consequential damages.

8. Default, Termination, and Disputes

8.1 **Homeowner default.** If Homeowner fails to make an undisputed payment when due and does not cure within **[NUMBER]** days of written notice, Contractor may suspend or terminate the Work and recover amounts due for Work performed.

8.2 **Contractor default.** If Contractor materially fails to perform and does not cure within **[NUMBER]** days of written notice, Homeowner may terminate and engage others to complete the Work.

8.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion and, if unresolved, through **[MEDIATION / ARBITRATION — discuss with counsel]**. This Agreement is governed by the laws of the State of **[STATE]**, and the Parties submit to the courts located in **[COUNTY, STATE]**.

9. General Provisions

9.1 **Independent contractor.** Contractor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent.

9.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 **Entire agreement; amendment.** This Agreement, together with its Exhibits and signed change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR	HOMEOWNER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [N/A]
License no.: [LICENSE NUMBER]	Date: _____
Date: _____	

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.