[Your company name]
[Street address] · [City, State ZIP]
[Phone] · [Email] · [Website]
License # [License #]

Home improvement contract

Contract # _____

Date _____

Before you use this contract

This template is a starting point, not legal advice. Many states require specific language in home improvement contracts, for example a notice of the client's right to cancel, your license number, or a limit on the deposit or payment schedule. Check your state's rules at echops.com/licensing and have a local attorney review this contract before you use it.

1. The parties

Contractor _____ License # _____

Address _____ Phone / email _____

Owner name(s) _____ Phone / email _____

Owner address _____

Project address _____

In this contract, "Contractor" means the company named above and "Owner" means the property owner(s) named above.

2. The work

Contractor will furnish the labor, materials and equipment to complete the work described in the documents checked below. They are attached and are part of this contract (the "Contract Documents").

- ☐ Scope of work dated _____
- ☐ Estimate or proposal # _____
- ☐ Drawings or plans
- ☐ Selections sheet
- ☐ Other: _____

Work not described in the Contract Documents is not included. If this contract and the Contract Documents conflict, _____.

3. Contract price

Owner will pay Contractor $ _____ (the "Contract Price") for the work, plus or minus any signed change orders.

4. Payment schedule

PAYMENT	DUE WHEN	AMOUNT
Deposit	At signing	
Progress payment		
Progress payment		
Final payment	At substantial completion and final walkthrough	

Payments are due within _____ days of each milestone. Accepted payment methods: _____. Late payments: _____.

Some states limit how large a deposit can be or how far payments can run ahead of the work. Check your state's rules before you fill in this schedule.

5. Change orders

Any change to the work, the Contract Price or the schedule must be agreed in a written change order signed by Owner and Contractor before the changed work starts. Each change order describes the change, its price (added or credited) and any change to the schedule. A verbal request is not a change order.

6. Schedule and delays

Estimated start _____ Estimated completion _____

Contractor will work with reasonable diligence to finish on schedule. The schedule may be extended for delays Contractor does not control, such as severe weather, material shortages or late deliveries, permit or inspection delays, hidden conditions, Owner changes

or late selections, or lack of access to the site. Contractor will tell Owner promptly about any delay and how long it is expected to last.

7. Permits and inspections

Building permits will be obtained by: ☐ Contractor ☐ Owner

Permit fees are: ☐ Included in the Contract Price ☐ Paid by Owner separately

The party that obtains the permits schedules the required inspections. Work will not be covered up before a required inspection is passed.

8. Materials and allowances

Allowances for items not yet selected are listed in the Contract Documents. If an item costs more or less than its allowance, the difference will be added or credited by change order. Owner will make selections by the dates Contractor gives so the work is not delayed. Owner-supplied materials are Owner's responsibility for quality, delivery timing and warranty.

9. Hidden conditions

If Contractor finds conditions that could not reasonably be seen before work began, such as rot, mold, damaged framing, or outdated wiring or plumbing, Contractor will stop the affected work, tell Owner, and propose a written change order before going further.

10. Warranty

Contractor's workmanship warranty is described in the attached warranty, which is part of this contract. Product and equipment warranties come from their manufacturers and are passed on to Owner.

11. Insurance

Liability insurer _____ Policy # _____

Workers' comp insurer _____ Policy # _____

Contractor will keep this insurance in force during the work and give Owner a certificate of insurance on request.

12. Site, access and cleanup

Owner will give Contractor access to the work area during working hours of _____, provide water and electricity, and remove personal items from the work area. Contractor will protect nearby areas, keep the site reasonably clean, and remove construction debris _____.

13. Dispute resolution

Describe how disputes will be handled, for example direct negotiation, then mediation, then arbitration or court in a named county and state. Have your attorney write this section.

_____

_____

_____

14. Termination

Either party may end this contract by written notice if the other party seriously breaks it and does not fix the problem within _____ days after receiving written notice. If the contract ends, Owner will pay for work completed and materials ordered for the project up to the date it ends, less payments already made.

15. Required notices

Attach any notices your state requires, such as a notice of the right to cancel, and list them here:

Notices attached

_____

_____

16. Entire agreement

This contract and the Contract Documents are the whole agreement between Owner and Contractor. Any change must be in writing and signed by both. If any part of this contract is found unenforceable, the rest stays in effect.

By signing, Owner confirms receiving a completed copy of this contract and the Contract Documents.

Owner		**Co-owner (if any)**		**Contractor**	
Signature		Signature		Signature	
Printed name and title	Date	Printed name and title	Date	Printed name and title	Date