

Home Improvement Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

This kind of document is regulated differently almost everywhere. Many places require specific notices, disclosures or statutory wording, and some make clauses like these unenforceable outright. Treat this template as a starting point to take to a local lawyer, not as a document to sign as-is.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Home Improvement Contract

This Home Improvement Contract (this "Contract") is made on [Date] between [Homeowner's full legal name] of [Homeowner's mailing address] (the "Homeowner") and [Contractor's full legal name or registered business name] of [Contractor's business address] (the "Contractor"). The Homeowner and the Contractor are each a "Party" and together the "Parties".

The Contractor agrees to perform, and the Homeowner agrees to pay for, home improvement work at

[Property address where the work will be performed, if different from the Homeowner's mailing address above] (the "Property"), on the terms of this Contract. This Contract is for remodeling, renovation, repair or improvement work at an existing private residence — it is not for new-home construction by a builder, and not for commercial or industrial work.

Home-improvement contracts are regulated differently from state to state, including the cancellation right, licensing and deposit-limit rules referenced in clauses 2, 3 and 4. Confirm the specific requirements of the state where the Property is located before relying on this Contract.

1. Scope of Work

The Contractor shall perform the following home improvement work at the Property (the "Work"):

[Describe the Work in specific terms, e.g. kitchen remodel including cabinetry, countertops and electrical, or attach a scope-of-work exhibit] .

The Work shall be performed substantially in accordance with

[Reference to plans or specifications, if any, e.g. "the attached specifications dated [date]", or state none exist] .

The following items are expressly excluded from the Work and are not covered by the Contract Price in clause 2:

[List anything expressly out of scope, e.g. appliances not listed, or structural work discovered after demolition, or state none] .

Work not described in this clause is not part of this Contract unless added by a Change Order under clause 5.

The Contractor shall supply all labor, equipment and materials needed to perform the Work, except for the following, which the Homeowner shall supply:

[List anything the Homeowner will supply, e.g. fixtures purchased directly by the Homeowner, or state none] .

2. Contract Price and Payment Schedule

The total price for the Work is [Total contract price] (the "Contract Price"), made up as follows:

[Itemized price breakdown by trade, phase or line item, e.g. demolition \$X, materials \$X, labor \$X, or reference an attached itemized estimate] .

The Contract Price does not include any permit fee, which the Party responsible under clause 6 shall pay in addition.

The Homeowner shall pay a deposit of [Deposit amount] on signing. Many states cap the deposit a home-improvement contractor may collect before starting work — as a fixed dollar amount, a percentage of the Contract Price, or both — and the cap differs by state. The Contractor shall not request, and the Homeowner is not obligated to pay, a deposit greater than

[Maximum deposit the state where the Property is located permits — a percentage, a dollar cap, or "no statutory limit" — verify the current figure] .

The Homeowner shall pay the balance of the Contract Price in the following progress payments, each due on completion of the milestone stated:

[Progress payment schedule, e.g. 30% on framing and electrical, 30% on drywall and cabinetry, remainder on substantial completion] .

The final payment is due on

[Final payment trigger, e.g. substantial completion and walkthrough approval, or days after substantial completion] ,

subject to clause 8 (Warranty).

If the Homeowner fails to pay an undisputed amount within

[Grace period, e.g. ten (10) days] of its due date, the Contractor may suspend the Work

on written notice until payment is made, and may pursue any lien or other remedy available under the law of the state where the Property is located.

3. Contractor License

The Contractor represents that, as of the date of this Contract, it holds

[Write "a valid home improvement/contractor license" or "no license is required for this scope of work in this jurisdiction"] :

License No. [Contractor's license number, or write "not applicable"] , issued by

[Licensing authority and state, e.g. the [State] Department of Consumer Protection] , expiring

[License expiration date, or write "not applicable"] .

Whether a license is required, what it must cover, and what must be printed on a home-improvement contract because of it — the license number, a specific notice, or both — differ by state and sometimes by the size of the job. The Contractor is responsible for confirming and complying with the licensing and disclosure rules of the state where the Property is located, and for keeping any required license current for the duration of the Work.

4. Right to Cancel

If this Contract is signed anywhere other than the Contractor's regular place of business — including at the Property or another location the Homeowner did not go to for the purpose of negotiating this Contract — federal law and the law of many states give the Homeowner an unconditional right to cancel this Contract, without penalty or obligation, until midnight of the third business day after the later of the date of this Contract or the date the Homeowner receives a completed Notice of Cancellation form and a copy of this Contract.

State law frequently goes further than that federal minimum for home-improvement contracts specifically: some states apply the same or a longer cancellation period whether or not the contract was signed in the home, some require the notice in a specific type size or in a language other than English or as a separate attached form, and some prescribe their own Notice of Cancellation wording. The cancellation right that applies to this Contract is:

[Right-to-cancel period and form required by this state — confirm the current requirement] .

To cancel, the Homeowner must deliver a signed and dated written notice to the Contractor at the address stated above, by any means that keeps a record of delivery, before the cancellation period ends. On a timely cancellation, the Contractor shall return any deposit or other payment within

[Number of days to refund a payment after a timely cancellation, e.g. ten (10)] days, and

neither Party owes the other anything further under this Contract.

The Contractor shall not begin the Work, and shall not require any payment other than the deposit permitted by clause 2, until the cancellation period stated above has expired — unless the Homeowner requests an earlier start in a separate statement signed and dated by the Homeowner, to the extent applicable law permits waiving the delay.

5. Change Orders

Neither Party is bound by a change to the Work, the Contract Price, or the schedule in clause 7, unless it is recorded in a written change order describing the change, its effect on the Contract Price, and its effect on the schedule, and signed and dated by both Parties (a "Change Order") before the changed work begins.

If the Contractor discovers a condition during the Work that was not visible or reasonably discoverable before it started — such as concealed damage, a code violation, or a structural issue — the Contractor shall notify the Homeowner promptly and shall not proceed with work addressing that condition, or charge for it, until the Parties sign a Change Order covering it, except where immediate action is reasonably necessary to prevent damage to the Property or protect health and safety.

6. Materials, Permits and Code Compliance

The Contractor shall obtain, at

[Write "the Contractor's expense" or "the Homeowner's expense, reimbursed by the Contractor" or however the Parties allocate this] ,

every building permit and inspection required for the Work, and shall perform the Work in compliance with all applicable building codes and manufacturer installation instructions.

All materials the Contractor supplies shall be new and of the grade specified in clause 1, unless this Contract states otherwise. The Contractor shall promptly remove and properly dispose of debris and surplus material arising from the Work, keeping the Property reasonably safe and accessible throughout.

7. Project Schedule and Delays

The Work shall begin on or about [Start date] and reach substantial completion — meaning the Work is fit for its intended use, even if minor punch-list items remain — by [Estimated substantial completion date] .

Neither Party is responsible for a delay caused by weather, a Change Order, a permitting or inspection delay, a condition addressed under clause 5, or another cause beyond the Contractor's reasonable control, provided the Contractor notifies the Homeowner of the delay and its expected effect on the schedule promptly after it arises.

8. Warranty

The Contractor warrants that the Work will be free of defects in workmanship for [Workmanship warranty period, e.g. one (1) year] from substantial completion. During that period, the Contractor shall repair or, at its option, replace any part of the Work that fails to conform to this warranty, at no charge to the Homeowner, on receiving written notice of the defect.

This warranty does not cover damage caused by the Homeowner or a third party, ordinary wear and tear, failure to perform manufacturer-recommended maintenance, or a condition arising from work the Homeowner directed against the Contractor's written recommendation. It does not limit any separate warranty a materials or appliance manufacturer provides directly to the Homeowner, which the Contractor shall assign or pass through to the Homeowner to the extent it is transferable.

Except as stated in this clause, the Work is provided without any other warranty, express or implied, to the extent applicable law permits disclaiming it — some states do not allow a home-improvement contractor to disclaim an implied warranty, in which case this sentence does not apply.

9. Insurance and Indemnification

The Contractor shall maintain, for the duration of the Work,

[Required insurance and minimum coverage, e.g. general liability insurance of \$1,000,000 and any workers' compensation coverage required by law] ,

and shall provide the Homeowner a certificate of insurance on request.

The Contractor shall indemnify the Homeowner against loss, damage or claim arising from the Contractor's negligence or breach of this Contract in performing the Work, except to the extent caused by the Homeowner's own act or a condition the Contractor was not responsible for under clause 5.

10. Cleanup and Site Access

The Homeowner shall provide the Contractor reasonable access to the Property, including [Access details, e.g. a working entrance, electricity and water] , during the hours stated: [Working hours, e.g. 8:00 am to 5:00 pm, Monday to Friday] . The Contractor shall keep the work area reasonably clean and secure at the end of each work day and shall remove all debris, tools and equipment on completion of the Work.

11. Default and Termination

Either Party may terminate this Contract if the other commits a material breach — including the Contractor's failure to perform the Work in a workmanlike manner or the Homeowner's failure to pay an undisputed amount — that is not cured within [Cure period, e.g. ten (10) days] of written notice describing the breach.

On termination other than under clause 4 (Right to Cancel), the Homeowner shall pay the Contractor for Work properly performed and materials properly ordered or installed up to the date of termination, less amounts already paid, and the Contractor shall remove its tools, equipment and unused materials from the Property within a reasonable time.

12. Governing Law and Dispute Resolution

This Contract is governed by the law of the state where the Property is located, which also governs the licensing, cancellation-notice and deposit-limit requirements referenced in clauses 2, 3 and 4. Any dispute arising out of this Contract shall be resolved by

[Dispute resolution method, e.g. the courts of [county/state], or binding arbitration under [named rules], if the Parties prefer arbitration] .

13. General

This Contract is the entire agreement between the Parties about the Work and replaces any earlier estimate, proposal or understanding on that subject. It may be amended only in writing signed by both Parties, except as clause 5 permits by Change Order.

Neither Party may assign this Contract without the other's written consent, except that the Contractor may assign it to a successor of its business. If any provision of this Contract conflicts with a mandatory disclosure, licensing, cancellation-right or deposit-limit rule of the state where the Property is located, that mandatory rule controls and the rest of this Contract continues in force.

This Contract may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. It binds no one until both Parties have signed and dated it.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Homeowner

Signature: _____

Printed name: _____

Date: _____

Contractor

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____