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Consumer's Model Home Improvement Contract



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Use this Model Home Improvement Contract as a guide to write your own contract or to adapt your Contractor's agreement. Fill in all of the blanks and descriptions before signing. Remove or cross out all provisions which do not apply. Both parties must initial any changes. Understand everything contained in the contract. The agreement will have legal force and effect, and bind the parties who sign it. Both the Owner and the Contractor should retain a copy of the contract.

MODEL HOME IMPROVEMENT CONTRACT GUIDE

This contract is made on _____ date between _____ contractor of _____ address _____ phone no. _____, hereafter called the "Contractor" and _____ Owner(s) of _____ address _____, hereafter called the "Owner."

I. NOTICE OF CANCELLATION:

The Owner may cancel this Contract if it is signed at a place other than the Contractor's business address, if the Owner notifies the Contractor in writing of his or her intention to do so not later than midnight of the third business day following the signing of the Contract. The following language addressed to the Owner regarding notice of cancellation is required by statute to be in 10 boldface point type as shown below:

YOU MAY CANCEL THIS AGREEMENT, IF IT HAS BEEN SIGNED BY A PARTY THERETO AT A PLACE OTHER THAN AN ADDRESS OF THE SELLER, WHICH MAY BE HIS MAIN OFFICE OR BRANCH THEREOF, PROVIDED YOU NOTIFY THE SELLER IN WRITING AT HIS MAIN OFFICE OR BRANCH BY ORDINARY MAIL POSTED, BY TELEGRAM SENT OR BY DELIVERY, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE SIGNING OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Contractor's Signature

Owner's Signature

The front page of the contract must contain this statement of right to cancel. The Owner may cancel by filling out the NOTICE OF CANCELLATION. The form must be attached to a completed form in duplicate and easily detachable from the agreement. The Owner should send a signed form to the Contractor if he wishes to cancel.

II. WORK:

The Contractor agrees to do the following work for the Owner: (Fully describe work and specify type, brand and grade of materials.) The Contractor agrees to properly protect the property of the Owner at each project work site and adjacent areas, and to restore the premises to a condition comparable to that prior to commencement of work. Upon completion of the work, the Contractor further agrees to leave the premises in a neat and orderly condition satisfactory to the Owner. The Contractor agrees to secure, at his own expense, if required, all city, town, or state permits necessary to do the work.

III. PRICE:

The Contractor agrees to complete the work described for an agreed-upon price not to exceed \$ amount. The Contractor understands that it is his responsibility on completion of the work and before final payment to furnish the Owner with an itemized statement of work done, consistent with the estimate.

IV. EXPRESS WARRANTY:

The Contractor warrants to the Owner that all materials incorporated into the work will be new unless otherwise specified or agreed upon by both parties. The Contractor also warrants that all work will be free from defects and in conformance with any specifications mentioned in Section II. The Contractor warrants all work under this contract for number years. If any defect in materials or workmanship arises within this time, the Contractor agrees to make repairs and to meet the standards required under this Contract at no additional expense to the Owner. All written warranties for materials used in the work will be provided to the Owner by the Contractor. This warranty in no way limits or supersedes any other remedy under the law available to the Owner in the event of defective work or materials.

V. PAYMENT:

The Contractor shall be paid by the Owner according to the following schedule of progress payments (include advances for materials):

PAYMENT NUMBER	DESCRIPTION OF WORK COMPLETED	MATERIALS FURNISHED	AGREED UPON PRICE & DATE
1st	_____	_____	\$ _____
2nd	_____	_____	\$ _____
Hold back of _____ % payable in _____ No. of days of completion.			

The Contractor shall be paid the remaining balance of the contract price 30 days after the Owner's approval of 100% completion of the work. However, payments may be withheld on account of, but not limited to: defective work not remedied; claims filed; failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment. Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying the Owner against a lien.

VI. SCHEDULE OF WORK:

The Contractor will begin the work on or about date and shall work each day thereafter until all work is completed, barring delay caused by circumstances beyond the Contractor's control.

VII. INSURANCE:

The Contractor will be responsible to the Owner or any third party for any property damage or bodily injury caused by himself, his employees or his subcontractors in the performance of, or as a result of, the work under this Contract. The Contractor is insured by name of insurance co. for injury incurred by the Contractor or his employees or agents while they are working under this contract. The Contractor is insured by name and policy number of each company for workmen's compensation, property damage, personal and product liability. The Contractor certifies that he or she will maintain these or equivalent policies in full force and effect throughout the duration of this contract.

VIII. SUBCONTRACTING:

The Contractor agrees that, notwithstanding any agreement for materials and/or labor between the Contractor and a third party, the Contractor is responsible to the Owner for completion of all work described in Section II in a timely and workmanlike manner.

IX. LICENSING:

The Contractor certifies that he or she has complied with any applicable licensing laws. The Contractor is licensed as name trade with license number.

X. MODIFICATION:

This Contract, including the provisions relating to price **Section III** and time **Section VI**, cannot be changed except by a written agreement signed by both the Contractor and the Owner. However, cancellation by the Owner is allowed in accordance with **Section I**.

The Contractor and the Owner hereby agree to the above terms.

Owner's Signature

Contractor's Signature

Location of place where document is signed

DETACH HERE

NOTICE OF CANCELLATION

date of transaction

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to

name of seller, at address of seller's place of business

not later than midnight of date

I hereby cancel this transaction. date

buyer's signature

For further information, you may wish to obtain the Consumer's Guide to Home Improvement Planning which is also available from our Office.



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