

NYC DCA HIC LICENSE NUMBER: _____
NYC DCA HIS LICENSE NUMBER: _____

Home Improvement Estimate and Final Contract

Contractors must provide a written contract to Consumers. Contractors must also provide a written estimate if requested to do so.

The Consumer is entitled to get other estimates before signing any final contract.

At their first meeting, Contractors must provide Consumers with a separate document titled “Consumer Bill of Rights on Contracting for Home Improvements.” A copy of the Bill of Rights must also be attached to any final contract.

ESTIMATE

HOME IMPROVEMENT CONTRACTOR (HIC) NAME

[as on record with the New York City Department of Consumer Affairs (DCA)]:

PREMISES ADDRESS (as on record with DCA):

TELEPHONE NUMBER (as on record with DCA): _____

CELL PHONE: _____

FAX: _____

E-MAIL (as on record with DCA): _____

HOME IMPROVEMENT SALESPERSON (HIS) NAME (as on record with DCA):

PHONE (as on record with DCA): _____

CELL PHONE:

The Consumer should verify Home Improvement Contractor’s and Salesperson’s license numbers with DCA. Go to www.nyc.gov/consumers for DCA’s Instant License Check or call 311.

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Contractor initials

Consumer initials

CONSUMER'S NAME: _____
ADDRESS: _____
DAY PHONE: _____
EVENING PHONE: _____
CELL PHONE: _____
E-MAIL: _____
WORK LOCATION (if different from address above): _____

This Estimate is provided on this _____ day of _____, 20__ by
_____ ("Contractor") to _____ ("Consumer")

I. GENERAL DESCRIPTION OF WORK

The Contractor would perform the following work and provide all labor, supervision, materials, permits, and equipment as written, in a good and workmanlike manner:

This Estimate does not include the following materials to be supplied by the Consumer:

II. WARRANTIES: The Contractor offers the Consumer the following guarantee/warranty and discloses all terms, conditions, and period of time covered by this guarantee/warranty. The following guarantee/warranty is applicable. If none, state none.

III. PERMITS NEEDED:

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If home improvements involve plumbing, electrical work, pointing, or home extensions, Contractor may need a permit from the New York City Department of Buildings (DOB).

If Contractor does not have the required DOB permit, Consumer pays the fine.

Information can be found at:

http://www.nyc.gov/html/dob/html/homeowners_and_tenants/cons_basic.shtml

_____ Yes _____ No: Both Parties have discussed brands of materials to be used in home improvement work.

PROPOSED TOTAL COST TO CONSUMER: _____

Consumer may request information about Contractor's relevant experience and references on similar projects.

- - END OF ESTIMATE - -

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CONTRACT

The Consumer is not required to sign the Contract if the Consumer does not want the Contractor to perform the work. The Consumer should not sign any contract without carefully reviewing all details.

The Contractor may not perform any work unless the Consumer has signed the Contract.

I. GENERAL DESCRIPTION OF WORK

See Section I of Estimate for details on general description of home improvement work to be performed by the Contractor. If there are any changes to general work description from what was written in the Estimate, describe all additions and/or deletions in detail below.

II. WARRANTIES

See Section II of Estimate for details on any warranties/guarantees offered by the Contractor to the Consumer. If there are any changes from what was written in the Estimate, describe all additions and/or deletions in detail below.

III. COSTS

Contractor must provide Consumer with details and price for each category below. Include quantity, quality, brand, identifying features, and estimated price of materials and equipment.

A. Materials and Equipment Supplied by Contractor

<u>Item</u>	<u>Details</u>	<u>Price</u>

SUBTOTAL: _____

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B. Materials/Equipment to be supplied by Consumer:

C. Required Permits:

The Contractor agrees to obtain all permits required by New York City law.

If home improvements involve plumbing, electrical work, pointing, or home extensions, Contractor may need a permit from the New York City Department of Buildings (DOB).

If Contractor does not have the required DOB permit, Consumer pays the fine.

Information can be found at:

http://www.nyc.gov/html/dob/html/homeowners_and_tenants/cons_basic.shtml

The Contractor agrees to give the Consumer a copy of a “Certificate of Workers’ Compensation Insurance” before beginning the contracted work.

The Certificate of Workers’ Compensation Insurance must come from a private insurance carrier or from the New York State Insurance Fund Office. The Certificate must name DCA as the certificate holder.

If the Contractor got an exemption from the requirement for workers’ compensation insurance when applying for the HIC license from DCA, the Contractor must give the Consumer a copy of the Certificate of Attestation of Exemption from the New York State Workers’ Compensation Board.

Information on exemptions from holding workers’ compensation insurance based on the structure of the HIC business and on filing for the Certificate of Attestation can be found at http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

Permit

Price

SUBTOTAL: _____

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D. Project Labor (Preparation, Demolition, Debris Removal, Cleanup, etc.):

The Contractor agrees to clean up after the home improvement work is done.

<u>Work</u>	<u>Price</u>
SUBTOTAL: _____	

Part III (COSTS) Additional Pages: See additional page(s) attached, if necessary.

See page(s) attached: _____ Yes _____ No

Total Project Cost to Consumer (A+C+D): \$ _____

IV. SUBCONTRACTORS

The Contractor may use additional labor (subcontractors, plumbers, electricians, etc.) for this project: _____ Yes _____ No

The Contractor agrees to use only licensed subcontractors, including Home Improvement Contractors licensed by DCA and plumbers and electricians licensed by DOB.

For information on DOB licenses and to check if plumbers and electricians are licensed, go to http://www.nyc.gov/html/dob/html/homeowners_and_tenants/hiring_a_professional.shtml or call 311.

To check if a subcontractor is licensed by DCA, go to www.nyc.gov/consumers for DCA’s Instant License Check or call 311.

The Contractor is responsible for paying any subcontractors or supply vendors who were arranged by the Contractor. The Consumer is not responsible if the Contractor fails to pay these subcontractors or supply vendors.

V. PROGRESS PAYMENTS AND SCHEDULE

Estimate: If Contractor charged a fee for this Estimate, Contractor will deduct fee from Contract Price. _____ Yes _____ No

- If “Yes,” Estimate fee of \$ _____ will be deducted from the Contract price.

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Deposit: If this form is signed by both parties and returned to the Contractor, the Consumer shall pay to the Contractor a deposit of \$ _____ and subsequent payments detailed below.

Work or service performed and materials to be supplied	Amount due on completion
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Final Payment: When all work is complete, the Consumer will pay the Contractor: \$ _____

VI. START DATE AND COMPLETION SCHEDULE

If this form is signed by the Consumer, the Contractor would complete the work according to the following schedule:

Work will start on: _____ (date)

The Consumer may cancel this Contract if work is not begun within _____ days of this start date.

Construction time through the completion date will be approximately _____ to _____ weeks/months (circle one).

Work will be completed by: _____ (date). Time is of the essence regarding this Contract unless the Consumer has attached a handwritten signed statement that extends the work timeframe.

____ Yes ____ No: A handwritten statement signed by the Consumer is attached and time is not of the essence.

No extensions of time will be valid without the Consumer's written consent. The following events or contingencies may impact the Contractor's ability to perform:

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VII. CHANGE ORDERS/ADDITIONAL WORK

Once this form is signed by both parties, written Change Orders signed by both parties are required for any changes or additional work. The Change Order shall state:

- Whether the change will increase or decrease the original Contract amount
- The cost of the additional work
- The new total amount of the Contract
- When payment is due

The Contractor shall provide the Consumer with a copy of the signed Change Order form before starting the additional or changed work. Except for those items specifically described in the Change Order, all other Contract terms shall remain unchanged.

VIII. ADDITIONAL TERMS AND CONDITIONS

See page(s) attached: _____ Yes _____ No

ACCEPTANCE OF CONTRACT

If the Consumer is satisfied with the conditions and prices specified in this form and in any referenced attachments, the Consumer may sign this form to accept all the terms specified.

Once this form is signed:

- The Contractor will provide the Consumer with a copy of this signed Contract.
- The Contractor is authorized to do the work as specified.
- The Consumer will make payments to the Contractor as outlined in Section V “Progress Payments and Schedule.”

If a contract is negotiated in any language other than English, the Contractor must provide the Consumer with a copy of both the contract and the three-day Notice of Cancellation Form in English, as well as in any other language.

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DO NOT sign this form if you do not accept ALL the details and fees described.

DATE

SIGNATURE OF LICENSED HOME IMPROVEMENT CONTRACTOR/
HOME IMPROVEMENT SALESPERSON

PRINT NAME

DATE

SIGNATURE OF CONSUMER

PRINT NAME

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

ADDITIONAL PROVISIONS, CONDITIONS AND DETAILS

1. The Contractor or subcontractor who performs work under this Contract and is not paid may have a claim against you, the Consumer, which may be enforced against the property in accordance with the applicable lien laws.
2. In accordance with subdivision 4 Section 71-a of the Lien Law, the Contractor is legally required to deposit all payments received prior to substantial completion of work. In lieu of such deposit, the Home Improvement Contractor may post a bond or Contract of Indemnity with the Consumer guaranteeing the return of the payments or application of the payments to the purpose of the Contract.
3. Any contractor, subcontractor, or supplier of materials 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. If you paid the amounts due under the contract before the lien is filed, the lien can be invalidated by a court. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.
4. The Consumer is advised that he or she may file a complaint regarding the Contractor's performance or the job by calling 311 or going online to www.nyc.gov/consumers.

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[This form must be given separately to the consumer.]

NOTICE OF CANCELLATION FORM

(Enter date of transaction.)

(Date)

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 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 A CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH 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 20 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 TO

[Insert Name of Seller]

AT

[Insert Address of Seller's Place of Business]

NOT LATER THAN MIDNIGHT OF _____.

(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)



CONSUMER BILL OF RIGHTS ON CONTRACTING FOR HOME IMPROVEMENTS

- Home Improvement Contractors are required to be licensed by the New York City Department of Consumer Affairs (DCA).
- ALWAYS ask to see a copy of a Home Improvement Contractor's or Salesperson's license issued by DCA.
- BEFORE YOU SIGN A CONTRACT, call 311 or visit www.nyc.gov/consumers to verify that a Contractor's license is currently valid, to access the Laws of the City of New York to learn about the responsibilities of Home Improvement Contractors, and to obtain the *Home Improvement Consumer Guide*.
- A Contractor MUST give you a detailed written description of the work to be done and materials to be used, and a written itemized estimate of the cost of the work to be done BEFORE you sign a Contract. A Contractor may charge a reasonable fee for an estimate, but the Contractor MUST tell you how much the estimate will cost BEFORE providing it to you.
- A Home Improvement Contract MUST be in writing and describe the home improvements to which you agreed. The written contract must be legible and in plain English. If you spoke with the Contractor in a language other than English, the Contract must be in English, as well as in the other language spoken. Contracts negotiated in Spanish must be in Spanish.
- The written Contract must include the following:
 - The Contractor's name as it appears on the license, license number, address, and telephone number.
 - The date the contract is signed.
 - The approximate starting and completion dates for the work, as well as any reasons the completion date could change. You have the right to insist that the Contract entitle you to cancel for a full refund if the Contractor fails to start the work within an agreed-upon number of days after the stated commencement date.

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- A specific description of the work to be done; the materials to be used, including brands, model numbers, and other identifying information; and the price of each.
- A listing of all advertised representations made by the Contractor, including, but not limited to, any guarantees or warranties.
- A payment schedule. If both parties agree to a schedule of progress payments, each advance payment must bear a “reasonable relationship” to the work performed, and each scheduled payment must identify and describe the work to be done, materials purchased, or other project-related costs that such payment covers. Your Contractor must deposit progress payments into an escrow account.
- Each scheduled payment should not be more than \$15,000 or 20% of the total amount of the Contract, whichever is the LOWER AMOUNT, and the next payment must not be made until AFTER the work covered by the previous payment has been completed.
- A right to cancellation clause in the Contract provided as a separate form which says essentially:

YOU HAVE A RIGHT TO CANCEL your Contract until midnight of the third business day after you sign the Contract. If you wish to cancel, you must do so in writing. Your Contractor must refund all payments made and cancel and return any Contract or other negotiable documents you may have signed.

- Required permits. Before beginning work, your Contractor must obtain permits required by New York City law. (You should ask to see the signed permits before work begins.)
- Insurance. Before beginning work, your Contractor should furnish you with a Certificate of Workers’ Compensation Insurance.
- A “proof of payment” clause. This clause allows you to withhold final payments until your Contractor submits from all subcontractors and vendors a waiver of lien as proof of payment for the work they performed and/or the materials they supplied.
- It is illegal for your Home Improvement Contractor to dry-scrape or sand painted surfaces in New York City. Scraping and sanding pose a danger of lead dust inhalation.
- The Contractor must clean the premises after work is completed.
- New York City law prohibits Home Improvement Contractors from acting as agents for lenders or advertising, promoting, or arranging home improvement loans.

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