

HOME IMPROVEMENT CONTRACT

For renovation, remodeling, addition, and major repair projects

Important: Home improvement contracts are heavily regulated. Many U.S. states require: (i) a written contract for projects above a certain dollar threshold, (ii) the contractor's license number on the contract, (iii) a 3-day right of cancellation, (iv) caps on the down payment (often 10% or \$1,000), (v) statutory mechanic's lien notices, and (vi) specific warranty language. Have a qualified attorney review this template for your jurisdiction.

This Home Improvement Contract (the "Contract") is entered into as of ____ day of _____, 20____ (the "Effective Date"), by and between:

HOMEOWNER ("Client")

Full Legal Name(s)	
Mailing Address	
Email	
Telephone	

CONTRACTOR

Business Legal Name	
Business Address	
Contractor License No. / State	
License Expiration Date	
General Liability Insurance Carrier	
Workers' Compensation Carrier	
Bond No. (if applicable)	
Authorized Representative	
Email	
Telephone	

PROJECT PROPERTY

Street Address	
City / State / ZIP	
Type of Structure	
Owner-Occupied?	<input type="checkbox"/> Yes <input type="checkbox"/> No

1. Scope of Work

1.1 The Contractor agrees to furnish all labor, materials, supplies, tools, equipment, permits, and supervision necessary to perform the following work (the "Work"):

Detailed plans, drawings, specifications, finishes, and any allowance items are set forth in Exhibit A and incorporated by reference.

1.2 Materials and Finishes. Unless otherwise specified, materials shall be new and of standard grade. Allowance items shall be selected by the Client within the budget shown in Exhibit A. Any cost above an allowance shall be charged via change order; any cost below an allowance shall be credited to the Client.

1.3 Permits. The Contractor shall obtain, at the Contractor's expense (unless otherwise stated in Exhibit A), all building permits and required inspections. The Contractor shall comply with all applicable building codes.

2. Contract Price

2.1 Total Contract Price. The Client shall pay the Contractor a total of \$_____ (_____ dollars) for full performance of the Work (the "Contract Price").

2.2 Price Type. (Select one.) Fixed Price Cost-Plus (Contractor's actual costs plus _____% fee, with a not-to-exceed cap of \$_____) Time and Materials at \$_____ per hour.

2.3 Sales Tax. The Contract Price includes does not include applicable sales tax.

3. Payment Schedule

Payments shall be made as follows (subject to any applicable legal limits on down payments and progress payments):

#	Milestone / Trigger	% of Price	Amount
1	Down payment (capped per applicable law, often 10% or \$1,000)		
2	Upon _____		
3	Upon _____		
4	Upon _____		
5	Final payment upon substantial completion and final inspection		
	TOTAL	100%	

3.1 Invoices. Each invoice shall identify the milestone reached and itemize labor, materials, and any approved change orders.

3.2 Payment Terms. The Client shall pay each undisputed invoice within ____ (__) days of receipt.

3.3 Lien Waivers. The Contractor shall provide partial and final lien waivers (from itself and from material suppliers and subcontractors) as a condition of progress and final payment.

4. Schedule

4.1 The Work shall begin on or about _____ and shall be substantially completed on or about _____ (“Substantial Completion Date”), subject to excusable delays.

4.2 Excusable Delays. The Contractor shall not be liable for delays caused by weather, labor disputes, material shortages, change orders, acts of God, or the Client’s failure to make timely decisions or payments.

4.3 Time is of the essence as to the Substantial Completion Date, subject to Section 4.2.

5. Change Orders

Any change to the scope, materials, schedule, or price requires a written change order signed by both Parties before the work is performed. Change orders may adjust the Contract Price and the Substantial Completion Date. No oral change orders shall be valid.

6. Licensing, Insurance, and Subcontractors

6.1 The Contractor represents that it holds the licenses identified above and that they are valid and in good standing.

6.2 Throughout the Work, the Contractor shall maintain Commercial General Liability insurance of at least \$_____ per occurrence, automobile liability of at least \$_____, and Workers' Compensation as required by law. Certificates shall be provided to the Client on request.

6.3 The Contractor may engage subcontractors but remains fully responsible for their work, conduct, and compliance with this Contract.

7. Warranty

7.1 The Contractor warrants that (a) the Work will be performed in a good and workmanlike manner consistent with industry standards, (b) all materials will be new and free from defects unless otherwise specified, and (c) the Work will comply with the plans and specifications and applicable building codes.

7.2 Workmanship Warranty Period. The Contractor warrants its workmanship for a period of ____ (___) year(s) from Substantial Completion. Defects reported during this period shall be corrected at the Contractor's expense.

7.3 Manufacturer Warranties. The Contractor shall pass through to the Client all manufacturer warranties on materials and equipment.

8. Cancellation Right

The Client may have a statutory right to cancel this Contract within a specified number of business days after signing (often three business days for door-to-door or home solicitation sales in the U.S.). If applicable, the Notice of Right to Cancel attached as Exhibit B forms part of this Contract. The Contractor shall not start the Work until any cancellation period has expired.

9. Mechanic's / Construction Lien Notice

The Contractor and its subcontractors and suppliers may have the right to record a mechanic's or construction lien against the Project Property if they are not paid. The specific lien-rights notice required by applicable law is attached as Exhibit C and incorporated into this Contract.

10. Site Conditions and Cleanup

10.1 The Client shall provide reasonable access to the Project Property, including water and electricity, during the Work.

10.2 The Contractor shall keep the work area reasonably clean and orderly and shall remove its debris, surplus materials, and tools promptly upon Substantial Completion.

10.3 Existing conditions, hidden defects, or hazardous materials discovered during the Work (e.g., asbestos, lead-based paint, mold, structural defects) are not part of the scope and may require a change order.

11. Inspections and Final Acceptance

The Contractor shall notify the Client of completion of major phases for inspection. Upon Substantial Completion, the Parties shall walk through the Project together and prepare a punch list of remaining items. The Contractor shall complete the punch list within ____ (__) days. Final payment shall be made upon completion of the punch list and delivery of final lien waivers.

12. Default and Remedies

12.1 Client Default. If the Client fails to make a payment when due and does not cure within ____ (__) days of written notice, the Contractor may suspend the Work and pursue collection plus reasonable attorneys' fees.

12.2 Contractor Default. If the Contractor materially breaches this Contract (e.g., abandons the Work, performs defective work and fails to cure within ____ (__) days of written notice), the Client may terminate this Contract and complete the Work using another contractor, with the Contractor responsible for any reasonable excess cost.

13. Dispute Resolution and Governing Law

Any dispute shall first be addressed by good-faith negotiation. If unresolved within ____ (__) days, the dispute shall be submitted to _____ (e.g., mediation, then binding arbitration, or the courts of [jurisdiction]). This Contract shall be governed by the laws of _____.

14. General Provisions

14.1 Entire Agreement. This Contract and its exhibits constitute the entire agreement between the Parties on its subject.

14.2 Amendments. Modifications must be in writing and signed by both Parties.

14.3 Assignment. Neither Party may assign this Contract without the other Party's prior written consent.

14.4 Notices. Notices shall be in writing and delivered to the addresses above.

14.5 Counterparts and Electronic Signature. This Contract may be signed in counterparts, including by electronic signature.

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms of this Agreement.

<p>HOMEOWNER</p> <p>_____</p>		<p>CONTRACTOR</p> <p>_____</p>
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Signature Name: _____ Date: _____	Signature Name: _____ Date: _____
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— END OF AGREEMENT —

This template is for general informational purposes only and is not legal advice. Home-services contracting is heavily regulated and rules vary by state/province — consult a qualified attorney before use.