Home Improvement Contract

Contractor: [Contractor name], [Business name, address, phone] **License no.:** [State contractor license number] **Homeowner:** [Homeowner name] **Date:** [Date]

[Before using this contract, check your state's home improvement law. Many states require a contractor license number on the contract, cap the down payment, and require specific notices — for example, a right to cancel, mechanic's lien rights, or a recovery fund — in a set wording or type size. A few states require their own form. Add any required notice to this contract or attach it.]

1. Project Address and Work

Contractor will perform the following work at [Address] (the "Project"): [Detailed description — what will be built, repaired, or installed, where, and to what standard. Attach plans, drawings, or specifications if any.] Materials: [brands, models, colors, and grades, or "Contractor's choice of [grade]"].

2. Schedule

Work will begin on or about [Start date] and be substantially complete by about [Completion date]. Dates may be extended for weather, material delays, change orders, hidden conditions, or other causes outside Contractor's control, and Contractor will tell Homeowner promptly of any delay.

3. Price and Payment Schedule

The total contract price is [Amount]. Payments: a deposit of [Amount] at signing [check your state: many cap the deposit, for example at 10% or a fixed dollar amount]; [Amount] when [milestone, e.g., "framing is complete"]; [Amount] when [milestone]; and the final [Amount] on completion and Homeowner's walkthrough. Payments are due within [Number] days of each milestone, by [method]. Payments should not get ahead of the work completed.

4. Permits and Codes

[Choose one: "Contractor" / "Homeowner"] will obtain and pay for all required permits and inspections. Contractor will perform the work in compliance with applicable building codes.

5. Change Orders

Any change to the work, price, or schedule must be in a written change order signed by both parties before the changed work begins, stating the change, its cost, and any change to the completion date.

6. Hidden Conditions

If Contractor finds conditions that couldn't reasonably be seen before work began — such as rot, mold, asbestos, or wiring or plumbing not up to code — Contractor will stop the affected work and tell Homeowner, and the parties will agree on a change order before continuing.

7. Site, Cleanup, and Access

Homeowner will give Contractor access to the Project during [days and hours]. Contractor will keep the work area reasonably clean, protect adjoining areas, and remove construction debris at completion [and dispose of it at Contractor's cost].

8. Subcontractors and Lien Waivers

Contractor may use subcontractors and remains responsible for their work. On request, and before final payment, Contractor will give Homeowner lien waivers from Contractor and from each subcontractor and supplier who has been paid, so no one can place a lien on the home for unpaid work. [Check your state's mechanic's lien notice requirements.]

9. Insurance

Contractor carries general liability insurance of at least [Amount] and workers' compensation insurance as required by law, and will provide certificates before starting work.

10. Warranty

Contractor warrants its workmanship for [Number, e.g., one] year from completion and will correct any defect in workmanship reported in writing during that period. Manufacturers' warranties on materials pass to Homeowner. This warranty does not cover damage from misuse, neglect, or normal wear.

11. Right to Cancel

[If this contract was signed at Homeowner's home, or anywhere other than Contractor's place of business, federal law (the FTC Cooling-Off Rule) and many state laws give Homeowner three business days to cancel and require Contractor to give a separate cancellation notice form. Check your state's required wording and attach the notice.]

12. Disputes and Governing Law

The parties will try to resolve any dispute by discussion first [and then by mediation, sharing its cost]. This contract is governed by the laws of the State of [State]. It is the entire agreement for the Project; changes must be in writing and signed by both parties.

Signatures

By signing below, each party agrees to these terms.

[Contractor name] ("Contractor")

Signature: _____ Printed name: _____ Date: _____

[Homeowner name] ("Homeowner")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.