

# CONTRACT FOR EXTENSIVE HOME REPAIRS OR REMODELING

\_\_\_\_\_, Homeowner, desires to contract with,  
\_\_\_\_\_, Contractor, to perform certain work  
on property located at : \_\_\_\_\_  
\_\_\_\_\_

## 1. Job Description

The work to be performed under this agreement consists of the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Payment Terms

In exchange for the specified work, homeowner agrees to pay Contractor as follows (choose one, check the appropriate boxes and provide description):

☐ a. \$ \_\_\_\_\_, payable for all labor and materials, in installments by ☐ cash ☐ check as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ b. \$ \_\_\_\_\_, payable in installments for labor by ☐ cash ☐ check as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Materials shall be paid for by Homeowner upon their delivery to the worksite, or as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- ☐ c. \$ \_\_\_\_\_ per hour for each hour of work performed up to a maximum of \$ \_\_\_\_\_  
plus cost of materials to be billed by Contractor as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ d. \$ \_\_\_\_\_ including labor and materials for the first phase of the specified work;  
\$ \_\_\_\_\_ payable by ☐ cash ☐ check at the beginning of the specified work;  
and \$ \_\_\_\_\_ payable by ☐ cash ☐ check at completion of the first phase of the  
specified work. Terms for additional phases of the specified work shall be agreed upon by Contractor and Homeowner prior  
to the beginning of each additional phase and added to this contract as a written amendment.

### 3. Time of Performance

The work specified in Clause 1 shall be (check the appropriate boxes and provide dates):

- ☐ started on or about \_\_\_\_\_
- ☐ completed on or about \_\_\_\_\_
- ☐ started and completed as follows: \_\_\_\_\_  
\_\_\_\_\_

Time is of the essence.

### 4. Independent Contractor Status

It is agreed that Contractor shall perform the specified work as an independent contractor. Contractor (check the appropriate boxes and provide description, if necessary):

- ☐ maintains his or her own independent business.
- ☐ shall use his or her own tools, except: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ shall perform the specified work independent of Homeowner's supervision, being responsible only for satisfactory completion of the work.

Contractor may use subcontractors, but shall be solely responsible for supervising their work and for the quality of the work they produce.

### 5. License Status and Number

Contractor shall comply with all state and local licensing and registration requirements for type of work involved (check one box and provide description):

☐ Contractor's state license or registration is for the following type of work and carries the following number: \_\_\_\_\_

\_\_\_\_\_

☐ Contractor's local license or registration is for the following type of work and carries the following number: \_\_\_\_\_

\_\_\_\_\_

☐ Contractor is not required to have a license or registration for the Job described in this contract for the following reasons: \_\_\_\_\_

\_\_\_\_\_

## 6. Liability Waiver

If Contractor is injured in the course of performing the specified work, Homeowner shall be exempt from liability for such injuries to the fullest extent allowed by law.

## 7. Permits and Approvals

(Check the appropriate boxes)

- ☐ Contractor ☐ Homeowner shall pay for all state and local permits necessary for performing the specified work.
- ☐ Contractor ☐ Homeowner shall be responsible for determining which permits are necessary and for obtaining the permits.
- ☐ Contractor ☐ Homeowner shall be responsible for obtaining permission from the local homeowner's association, if required.

## 8. Liens and Waivers of Liens

To protect Homeowner against liens being filed by Contractor, subcontractors and providers of materials, Contractor agrees that (check one box and provide description, if necessary):

- ☐ Final payment to Contractor under Clause 2 shall be withheld by Homeowner until Contractor presents Homeowner with lien waivers, lien releases, or acknowledgment of full payment from each subcontractor and materials provider.
- ☐ All checks to Contractor shall also be made out jointly to all subcontractors and materials suppliers.
- ☐ Contractor shall not:
- use a subcontractor without first obtaining a lien waiver or release and delivering a copy to Homeowner; or
  - use any materials without obtaining an "acknowledgment of full payment" from the materials supplier and delivering a copy to Homeowner.
- ☐ Homeowner and Contractor agree that Homeowner shall be protected against liens in the following manner: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 9. Materials

\_\_\_\_\_

\_\_\_\_\_

The materials shall be purchased by (check one box):

- ☐ Contractor, to be reimbursed as provided in Clause 2.
- ☐ Homeowner

#### 10. What Constitutes Completion

The work specified in Clause 1 shall be considered completed upon approval by Homeowner, provided that Homeowner's approval shall not be unreasonably withheld. Substantial performance of the specified work in a workmanlike manner shall be considered sufficient grounds for Contractor to require final payment by Homeowner, except as provided in Clause 8 (Liens and Waivers of Liens).

#### 11. Limited Warranties

Contractor will complete the specified work in a substantial and workmanlike manner according to standard practices prevalent in Contractor's trade. Contractor warrants that (check the appropriate boxes and provide descriptions, if necessary):

- ☐ the specified work shall comply with all applicable building codes and regulations.
- ☐ the labor and materials provided as part of the specified work shall be free from defects for \_\_\_\_\_ from the date of completion of the work.
- ☐ Additional warranties offered by the Contractor are as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### 12. Dispute Resolution

If any dispute arises under the terms of this agreement, the parties agree to select a mutually agreeable neutral third party to help them mediate it. If the mediation is deemed unsuccessful, the parties agree that (check one box):

- ☐ the dispute shall be decided by the applicable small claims (or comparable) court if the amount in dispute is within the court's jurisdiction, and otherwise by binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final.
- ☐ the dispute shall be directly submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final.
- ☐ the dispute shall be settled according to the laws of the state that apply to this agreement.

Any costs and fees (other than attorney fees) associated with mediation and arbitration shall be shared equally by the parties.

Attorney fees associated with arbitration or litigation shall be paid as follows (check one box):

- ☐ Each party shall pay his or her own attorney fees.
- ☐ The reasonable attorney fees of the prevailing party shall be paid by the other party.

### **13. Late Performance**

If performance of the specified work is late, Contractor agrees that (check one box and provide description, if necessary):

- ☐ Homeowner shall be damaged in the amount of \$\_\_\_\_\_ per \_\_\_\_\_, and that Contractor shall be liable for such sums, which may be credited against any sums owed to Contractor by Homeowner.
- ☐ A dispute over any damages or loss claimed by Homeowner for the delay in performance of the specified work shall be resolved as provided in Clause 12 of this agreement.

### **14. Change Orders (Mid-Performance Amendments)**

The Contractor and Homeowner recognize that:

- Contractor's original cost and time estimates may prove too low due to unforeseen events, or to factors unknown to the Contractor when the contract was made;
- Homeowner may desire a mid-job change in the specifications that would add time and cost to the specified work and possibly inconvenience the Contractor; or
- Other provisions of the contract may be difficult to carry out because of unforeseen events, such as a materials shortage or a labor strike.

If these or other events beyond the control of the parties reasonably require adjustments to this contract, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this contract. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in Clause 12.

### **15. Indemnification (Hold Harmless) Clause**

Contractor agrees to (check appropriate boxes and provide description, if necessary):

- ☐ Hold harmless and indemnify Homeowner for all damages, costs and attorney fees that arise out of harm caused to Contractor, subcontractors and other third parties, known and unknown, by Contractor's performance of the specified work, except as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ Obtain adequate business liability insurance that will cover Job and any injuries to subcontractors or employees.

**16. Surety Bond**

Prior to beginning job, Contractor shall be required to obtain a surety bond covering Contractor's obligations under this contract, in the amount of \$ \_\_\_\_\_.

**17. Site Maintenance**

Contractor agrees to be bound by the following conditions when performing the specified work (check the appropriate boxes and provide descriptions):

☐ Contractor shall perform the specified work between the following hours: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ At the end of each day's work, Contractor's equipment shall be stored in the following location: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ At the end of each day's work, Contractor agrees to clean all debris from the work area and leave all appliances and facilities in good working order except as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ Contractor agrees that disruptively loud activities shall be performed only at the following times: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ Contractor agrees to confine all work-related activity, materials and products, including dust and debris, to the following areas: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ Contractor agrees that: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. Additional Agreements and Amendments**

a. Homeowner and Contractor additionally agree that: \_\_\_\_\_

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\_\_\_\_\_

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- b. All agreements between Homeowner and Contractor related to the work specified in Clause 1 are incorporated in this contract.  
Any modification to the contract shall be in writing.

Homeowner: \_\_\_\_\_ Dated: \_\_\_\_\_

Contractor: \_\_\_\_\_ Dated: \_\_\_\_\_