

REMODELING CONTRACT
SHORT FORM

The Remodeler contracts with the Owner(s) to construct the alterations and/or to install the home improvements specified below at the Owner(s)' listed address.

The Remodeler is _____
Remodeler's business address _____
Remodeler's Telephone# _____ fax# _____ e-mail _____
Remodeler is licensed (or registered) in _____ (state), license(reg.)# _____

The Owner(s) is _____
Owner(s)' address _____
Owner(s) Telephone# _____ fax# _____ e-mail _____

"BUYER'S RIGHT TO CANCEL – if this agreement was solicited by telephone, electronic means, or at a residence, and you do not want the goods or services, 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 attached notice of cancellation form for an explanation of this right."

1. ALTERATIONS - HOME IMPROVEMENTS

The Remodeler shall construct the following alterations to the structure at the Owner(s)' address, and/or install the following home improvements:

Specification list of appliances, and special order materials or components (as applicable):

The Remodeler shall furnish all the labor, appliances and materials for such work. The Owner(s) shall obtain and bear the cost of all required building permits. The Owner shall furnish and pay for all utilities at the address necessary for the performance of this Contract, and shall furnish any necessary surveys, as may be required.

2. PAYMENT

The Owner(s) shall pay to the Remodeler \$ _____ for the described alterations or home improvements in accordance with the following provisions:

INTEREST - Any payment due to the Remodeler that remains unpaid for more than ten days past payment due date shall incur interest at the rate of _____ % per annum until paid.

ADDITIONAL WORK - CHANGE ORDERS

Any change to the specified work or materials may be made only by a written change order that is signed by both an Owner and the Remodeler. Change orders shall be dated, reflect the additional work and materials, any change in the Contract price, and any change in the time of substantial completion.

MATERIALS PRICE INCREASES – When the price for any item of materials to be used as part of the alteration or home improvement increases _____ percent (____%) or more between Contract signing and materials purchase, the Owner(s) shall pay to the Remodeler, on request, all sums by which the cost to the Remodeler for any item of materials has increased beyond ____%. This includes, but is not limited to price increases in lumber, plywood, gypsum products, steel, roofing materials, and fuel.

3. COMMENCEMENT AND TIME OF COMPLETION

The Remodeler will commence work on _____. All work shall be substantially completed by _____. If reasons beyond the Remodeler's control cause an unavoidable delay in the progress of the work, the date of substantial completion shall be extended for a period of 1 ½ days for each day of unavoidable delay. Unavoidable delay may include a declared pandemic, epidemic, or other outbreak, which may establish restrictions on commerce in the State of _____, which may disrupt or restrict remodeling work.

4. ACCESS – CONDITION OF PREMISES

The Owner(s) shall grant free access to the premises for the Remodeler and his workers at all reasonable times, and shall supply any keys as may be necessary for their admittance. The Remodeler shall maintain the work site in a reasonably orderly condition, and shall be responsible for the removal and disposal of all debris and excess building materials. The Owner(s) shall be solely responsible for removing, securing or protecting personal property, inside and outside, including, but not limited to carpets, rugs, drapes, furniture, shrubs and plantings.

5. REMODELER'S LIMITED WARRANTY

The Remodeler warrants that within one (1) year from the date of substantial completion, the Remodeler will repair or replace, at his option, any latent defective condition involving Remodeler installed building materials or workmanship. What constitutes a latent defect and the appropriate remedy shall be determined in accordance with the guidelines found in the publication *Residential Construction Performance Guidelines for Professional Builders and Remodelers, Sixth Edition* (Alternative language: the *Residential Construction Performance Guidelines for Professional Builders & Remodelers* (RCPG) in effect at the time of the signing of this contract). If an item is not covered in that publication, then local industry custom and practice shall govern. The Remodeler's warranty shall not include any appliance, or manufactured item that is covered by a manufacturer's warranty, or is classified as a consumer product under the Magnuson-Moss Warranty Act, 15 U.S.C.A. §2301, et seq.

The Owner acknowledges receipt of a copy of the Sixth edition of the *Residential Construction performance Guidelines*.

_____ (Initials)