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Commissioner

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HOME IMPROVEMENT CONTRACTOR CONTRACTUAL COMPLIANCE AGREEMENT

A home improvement contract must comply with the Laws and Rules of the City of New York.

Legal Name of Business:	
Business's Trade or Doing-Business-As (DBA) Name, if applicable:	
Business Address:	

The Home Improvement Contractor applicant agrees that the contract to be used when entering into a home improvement contract with consumers complies with Title 6, Rules of the City of New York, Section §2-221 of the Consumer Protection Law. In the event that any contract with a New York City consumer for a home improvement signed by this applicant after the date on which this applicant's application was filed with the Department does not comply with any provision of 6 RCNY §2-221, the applicant agrees that its license(s) may be deemed revoked and may be subject to monetary or criminal penalties. This agreement is subject to the same penalties as prescribed for any false statement in this application.

The signatory also affirms to have read the attached Contractual Compliance Checklist and that each of the requirements is, or will be, included in any home improvement contract used when doing business with consumers in the City of New York.

Signature

Print Name

Title (if any)

Date



HOME IMPROVEMENT CONTRACTOR CONTRACTUAL COMPLIANCE CHECKLIST

To Be Kept by Applicant

When you enter into a home improvement contract with consumers, the contract must comply with Title 6, Rules of the City of New York, Section §2-221 of the Consumer Protection Law. **Please check off the boxes below to affirm that your contract includes all requirements.**

- The date of the transaction; the contractor's name, office address, telephone number, and license number; and the salesperson's name and license number.
- The approximate dates, or estimated dates, when the work will begin and be substantially completed, including a statement of any contingencies that would materially change the approximate or estimated completion date. In addition to the estimated or approximate dates, the contract should also specify whether or not the contractor and the owner have determined a definite completion date to be of the essence.
- A description of the work to be performed; the materials to be provided to the owner, including make, model number, or any other identifying information; and the agreed upon consideration for the work and materials.
- A notice to the owner purchasing the home improvement that the contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws.
- If the contract provides for one or more progress payments to be paid to the home improvement contractor by the owner before substantial completion of the work, a schedule of such progress payments showing the amount of each payment, as a sum in dollars and cents, and specifically identifying the state of completion of the work or services to be performed, including any materials to be supplied before each such progress payment is due. The amount of any such progress payments shall bear a reasonable relationship to the amount of work to be performed, materials to be purchased, or expenses for which the contractor would be obligated at the time of payment.
- Any advertised representation including, but not limited to, any charge, guaranty, or warranty shall be clearly stated and made a part of the home improvement contract.
- A clause wherein the contractor agrees to furnish the buyer with a certificate of Workers' Compensation Insurance prior to commencement of work pursuant to the contract.
- A clause wherein the contractor agrees to procure all permits required by local law.
- In immediate proximity to the space reserved in the contract for the signature of the buyer, in boldface and a minimum size of 10 points, a statement in the following form:

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.



Note: The contractor or salesperson shall furnish to the buyer at the time s/he signs the home improvement contract a separate completed form in duplicate captioned "NOTICE OF CANCELLATION" which shall be attached to the contract and easily detachable, and which shall contain in 10 point boldface, in English and in any other language used in the contract, the name and address of the contractor, the date of the transaction, the date until which the buyer may give notice of cancellation, and the following statement:

NOTICE OF CANCELLATION
(Enter date of transaction.)

(Date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE 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 SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING 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, OR SEND A TELEGRAM, TO [Name of Seller] AT [address of seller's place of business] NOT LATER THAN MIDNIGHT OF

(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)