

New York City Department of Consumer Affairs
Home Improvement Contractor License # _____
Home Improvement Salesperson License # _____

HOME IMPROVEMENT COMPANY NAME

Address
Phone number

Consumer's Name: _____ Date: _____

Address: _____ Job Location: _____

City, State, Zip Code: _____

Home Phone #: _____ Business Phone #: _____

Approximate date for work to begin: _____ Approximate date for work to end: _____

Is this completion date a definite date which is of the essence? Yes _____ No _____

CONTRACT DESCRIPTION (LABOR/MATERIALS) (include make, model number and other identifying features)	PRICES
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Schedule of Payments (Contractor to show amount of each payment due. Specifically identify the state of completion of the work or services to be performed, including any materials to be supplied, before each progress payment must be paid.)

Sub-total _____
Tax _____
TOTAL PRICE _____

NOTICE OF CANCELLATION
YOU, THE BUYER MAY CANCEL THIS CONTRACT 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 EXPLANATION OF THIS RIGHT.

ACCEPTANCE OF CONTRACT
The condition specifications and prices stated on both sides herein are satisfactory and are hereby accepted. The contractor is authorized to do the work as specified. Payment will be made as outlined above. A copy of this agreement will be furnished to buyer upon signing.

BUYER'S SIGNATURE DATE SALESPERSON'S SIGNATURE DATE

ADDITIONAL TERMS , PROVISIONS AND CONDITIONS

1. The contractor or subcontractor who performs on this contract and is not paid may have a claim against you, the owner, which may be enforced against the property in accordance with the applicable lien laws.
2. The contractor is legally required to deposit all payments received prior to completion in accordance with subdivision 4 Section 71 a of the Lien Law. In lieu of such deposit, the Home Improvement contractor may post a bond or contract of indemnity with the owner guaranteeing the return of proper applications of such payments to the purpose of the contract.
3. All work, including work done by subcontractors will be performed by home improvement contractors licensed by the New York City Department of Consumer Affairs or other appropriate licensing authority.
4. The contractor agrees to furnish the buyer with a “Certificate of Worker’s Compensation Insurance” prior to commencement of work pursuant to the contract.
5. The contractor agrees to procure all required permits in accordance with local laws.
6. Any additional work not specified in the original contract must be agreed upon in advance, in writing, signed by both parties and given to the consumer prior to commencing the additional work agreed upon. The terms of the original contract shall be incorporated into any additional agreements.
7. The contractor shall disclose all terms, conditions and period of time covered thereby of any guarantee or warranty it offers to the buyer. The following guarantee/warranty is applicable: (if none, state so.)

8. If this contract is financed through a loan or extension of credit in which the contractor has acted as an agent for the owner or any finance or mortgage company, then the contractor shall ensure that any consumer credit contract or other instrument evidencing the owner’s indebtedness shall contain the following:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

THE CONTRACTOR SHALL NOT ACCEPT ANY DISBURSEMENT OF MONIES ARISING FROM SUCH CONSUMER CREDIT CONTRACT OR OTHER INSTRUMENT EVIDENCING THE OWNER’S INDEBTEDNESS UNLESS IT CONTAINS SUCH NOTICE.

NOTICE OF CANCELLATION

(enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) 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 THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD A CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH 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 [Insert Name of Seller], AT [Insert Address of Seller's Place of Business] NOT LATER THAN MIDNIGHT OF _____.
(date)

I HEREBY CANCEL THIS TRANSACTION.

(date)

Buyer's Signature