



**NYC BUILD IT BACK REPAIR PROGRAM
CHOOSE YOUR OWN CONTRACTOR (CYOC)**

HOME IMPROVEMENT CONTRACT

THIS CONTRACT, made and entered into on _____, 2014, by and between

_____ (the “Contractor”), located at

and _____ (the “Homeowner”), located at

_____.

(The Contractor and Homeowner are hereinafter, collectively, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to an agreement to be executed between the City of New York (the “City”) and the Homeowner (the “Grant Agreement”), the Homeowner is receiving benefits from the NYC Build it Back Program (the “BiB Program”) for the rehabilitation of the property described in Article II (the “Dwelling”), which was damaged by Superstorm Sandy; and

WHEREAS, the Homeowner selected the Contractor to rehabilitate the Dwelling and the City determined that the Contractor met BiB Program requirements; and

WHEREAS, the Contractor executed a contract with the City (the “Terms”) as a condition for participation in the BiB Program; and

WHEREAS, it is the Parties’ intent that this Contract cover only such Work that is eligible for payment in full or in part by the City from funds allocated by the U.S. Department of Housing and Urban Development CDBG-DR program; any work desired by the Homeowner that is not eligible for payment in full or in part by the City shall be subject to a separate home improvement agreement between the Homeowner and the Contractor; and

NOW THEREFORE, the Parties to this Contract, in consideration of the mutual agreements contained herein, agree as follows:

ARTICLE I: DEFINED TERMS

1. “**Change Order**” also referred to as a “**Supplemental Job Order**” means an order issued to add or delete work from the Scope of Work.
2. “**Contract**” includes this document, the Grant Agreement, the Terms, the HIC Registration Application Form, the Scope of Work, the General Specifications and Unit Price Book, Performance and Payment Bonds, and Change Orders, all incorporated by reference.
3. “**CYOC Liaison**” means the person designated by the Program Director – Housing Rehabilitation to communicate with the Contractor.
4. “**Final Acceptance**” means acceptance of the Work by the City pursuant to the inspection requirements set forth in Article VIII of this Contract and Article 4(B)(4)(a) of the Terms.
5. “**Occupants**” means the persons and companion animals/pets residing in the Dwelling.
6. “**Program Director – Housing Rehabilitation**” means the person designated by the City to oversee the Build it Back Program, including the Choose-Your-Own Contractor (“CYOC”) Option.
7. “**Scope of Work**” also referred to as a “**Job Order**” is the document that sets forth the Work to be performed on the Dwelling.
8. “**Subcontractor**” means any person, firm or corporation other than employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish or actually furnishes labor, or labor and materials, or labor and equipment, at the dwelling. Wherever the word Subcontractor appears, it shall also mean Sub-subcontractor.
9. “**Unit**” means the Dwelling if the Dwelling is a single-family home or the separate living quarters if the Dwelling is a two-, three-, or four-family home.
10. “**Work**” means all services required to complete the Scope of Work and any Change Orders in compliance with the Terms.

ARTICLE II: THE WORK AND ITS PERFORMANCE

1. **Dwelling.** The Dwelling is located at _____ and includes the building(s) and land at such address except that if the Dwelling is a condominium, it shall include only the unit in which the Homeowner resides and none of the common area
2. **Scope of Work.** The purpose of this Contract is to rehabilitate the Dwelling, which was damaged by Superstorm Sandy. Contractor shall perform all services required to complete the Scope of Work set forth in Exhibit #1 and any Change Orders, including but not limited to obtaining all permits and final approvals required by law, providing necessary materials and equipment, protecting the Work until Final Acceptance, and complying with all inspections, audits, and investigations relating to the Work.
3. **Character of the Work.** Unless otherwise expressly provided in the Scope of Work, the Work shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship. Work and materials rejected by the City's inspector shall be taken down and removed from the Dwelling promptly.

ARTICLE III: TIME

1. **Term.** The term shall commence upon the Homeowner's and the City's execution of a Grant Agreement and end upon Final Acceptance of the Work by the City ("Term"). If the Grant Agreement is not executed in 60 calendar days from the date above, this Contract shall not take effect.
2. **Completion Time.** The City shall issue a Notice To Proceed via email to the Contractor at the email address provided by the Contractor once the Homeowner signs the Grant Agreement. The Contractor shall begin the Work on the date specified in the Notice to Proceed , and complete the Work within _____ calendar days (not to exceed 90 calendar days without permission from the Program Director – Housing Recovery) after commencement of the Term (the "Completion Time"), TIME BEING OF THE ESSENCE. If the City and/or Homeowner approves a Change Order, the Contractor may be allowed additional calendar days to complete the Work after the Completion Time as specified in the Change Order.
3. **Maintenance Period.** Contractor shall repair or replace any Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects for a minimum of one year from Final Acceptance or pursuant to Article VIII(5) without additional fees. Homeowner shall notify Contractor if such maintenance work is required during the Maintenance Period. If the Contractor's warranty or guaranty exceeds one year, contractor shall state below the terms, conditions, and period of time covered thereby and state whether the warranty or guaranty includes "labor and material only," "repair," "replacement," or a "full (or partial) refund."

4. **Relocation Dates.** In accordance with the Uniform Relocation Act and the City's policy implementing the Act, the Homeowner shall relocate and shall cause its Occupants (including animals) to relocate for the following dates while Work is performed:

(a) Unit #1: From _____ to _____

(b) Unit #2: From _____ to _____

(c) Unit #3: From _____ to _____

(d) Unit #4: From _____ to _____

Note: If applicable, a written explanation concerning relocation will be provided to the Homeowner by the City.

The Homeowner acknowledges that the City may unilaterally approve a Change Order that changes the Completion Time for Work that is paid for or partially paid for by the City. The City shall promptly notify that Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must continue to be relocated during such Work.

ARTICLE IV: PROPERTY STORAGE

1. **Removal and Storage of Furniture.** If required in the Scope of Work, Contractor shall remove and securely store furniture, other large objects, and other items designated by the City, which are listed in Exhibit 2, at the location and for the dates listed below:

(a) Unit #1: Dates _____ Location: _____

(b) Unit #2: Dates _____ Location: _____

(c) Unit #3: Dates _____ Location: _____

(d) Unit #4: Dates _____ Location: _____

Contractor shall restore such items to their previous locations prior to submitting a final request for payment to the City.

2. **Personal Property Removal Dates.** The Homeowner shall remove vehicles and shall cause its Occupants to remove vehicles from the Dwelling during the Term. The Homeowner shall remove and shall cause its Occupants to remove the personal property that is valuable, fragile, or may be damaged described in Exhibit 2 from the rooms designated below by the following dates:

- (a) Unit #1: Date_____ Rooms:_____
- (b) Unit #2: Date_____ Rooms:_____
- (c) Unit #3: Date_____ Rooms:_____
- (d) Unit #4: Date_____ Rooms:_____

3. If necessary, the Contractor may remove additional items of personal property as the Work progresses and store them in another area of the Dwelling or upon notice the Homeowner, off site.

ARTICLE V: PAYMENT

Contractor shall be paid \$_____ by the City, pursuant to Article 1 of the Terms.

ARTICLE VI: CHANGE ORDERS

1. **Procedure for Change Orders.** (a) The City may make, add, modify, or omit Work by approving a Change Order. (b) The Homeowner may request a modification to the Work included in the Scope of Work, if there is no resulting change in cost of the item of Work, by making a written and signed request to the Contractor, which shall be subject to approval by the City pursuant to Article VI(3), below.
2. **Payment.** All Work in a Change Order approved by the City shall be paid for at the unit prices set forth in the General Specifications and Unit Price Book pursuant to the Terms. All Work in a Change Order requested by the Homeowner that exceeds the requirements in the General Specifications and Unit Price Book shall be paid for at prices agreed upon between the Homeowner and the Contractor and the Homeowner shall be responsible for any costs that exceed the prices in the General Specifications and Unit Price Book.
3. **City’s Approval Process.** To request a Change Order, the Contractor shall submit to the CYOC Liaison a certified request for a Change Order including Dwelling address, written description of changed condition, and photographic inventory of the changed condition, if relevant. Requests for Change Orders must be submitted in writing for approval by the Program Director – Housing Rehabilitation. The City shall review the changed conditions and issue an approval or rejection within four (4) days of submission of the request for a Change Order. The City may require a visit to the Dwelling to make the determination. If a visit is required, the City shall issue an approval or rejection within seven (7) days of submission.

ARTICLE VII: SUBCONTRACTING AND ASSIGNMENT

1. **Subcontracts.** All subcontracts made by the Contractor shall be in writing. No work may be performed by a Subcontractor prior to the Contractor entering into a written subcontract with

the Subcontractor. Contractor shall cause its Subcontractors to comply with this Contract and shall attach a copy of this Contract and the Terms to all subcontracts for Work on this Dwelling.

- a. **Licenses.** Contractor shall engage a specified licensed person or professional corporation to perform the tasks for which the law specifically requires a license. Contractor shall not itself engage in the practice of architecture and/or engineering and/or the practice of any other profession for which the law requires a license.
- b. **Responsibility.** The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractor and of such Subcontractor's officers, agents and employees.

2. **Assignment.** (a) The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract, without the prior written consent of the Program Director - Housing Rehabilitation. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

(b) Before entering into any such assignment, transfer, conveyance or other disposal of this Home Improvement Contract, the Contractor shall submit a written request to the CYOC Liaison along with a completed registration application. The Program Director - Housing Rehabilitation shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

(c) Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement at the option of the Program Director - Housing Rehabilitation. The City and the Homeowner shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Home Improvement Contract, except so much as may be necessary to pay the Contractor's employees.

(d) The provisions of this section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to Law.

ARTICLE VIII: INSPECTION & FINAL COMPLETION

Homeowner and Contractor shall afford representatives of the City and the federal government every opportunity to inspect the Dwelling pursuant to the Grant Agreement and the Terms. The Homeowner will be present at the Final Inspection and any subsequent re-inspections. Upon completion of the Final Inspection, if the Work is satisfactory to the Homeowner, the Homeowner will sign the certificate of completion necessary for the release of final payment to the HIC. In the event where the Homeowner unreasonably withholds its signature for the certificate of completion, the HIC may file a dispute under Article XIII below.

ARTICLE IX: HOMEOWNER'S RIGHTS & DUTIES

1. **Construction Cooperation.** Homeowner shall cooperate and shall cause the Occupants to cooperate fully with the Contractor and the City with respect to completing the Work. The Homeowner shall not direct the Work. The Homeowner shall not enter and shall prohibit the Occupants from entering the working areas designated by the Contractor. The Contractor may immediately suspend the Work if the Homeowner's or Occupants' failure to comply with this section is a risk to health or safety or interferes with the Work.
2. **Access and Utilities.** Homeowner shall provide access and keys to the Dwelling to the Contractor and access by the City to the Dwelling for the Term. Work may be performed on days, nights, and weekends, as allowed by law. Homeowner shall provide access to water, power, and other utilities to the Contractor, where service is available and active in the Dwelling.
3. **Scope of Work.** Homeowner reviewed and accepts the Scope of Work attached to this Contract as Exhibit #1. The Homeowner acknowledges that the City may approve a Change Order that changes the Completion Time, pursuant to Article VI. Pursuant to the Grant Agreement, the City will promptly notify the Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must relocate during such Work.
4. **Permission to Use Completed Work.** Upon completion of a discrete item of the Work, the Homeowner may request permission from the Contractor to use the completed item. Contractor may authorize use of such item, such authorization not to be unreasonably withheld. The Contractor shall be relieved of its duty to protect such item of Work. The maintenance and guarantee obligation on such Work provided for in Article III(3) shall begin on the date of such authorization.

ARTICLE X: CONTRACTOR'S RIGHTS & DUTIES

1. **Performance of Work/Compliance With Terms.** Contractor shall perform the Work in the Job Order and comply with the Terms, including performing Work during the Maintenance Period.
2. **Permits.** Contractor shall procure all required permits, licenses, certificates of occupancy, special exception or other approvals necessary to complete the Work.
3. **Warranties and Instruction Manuals.** The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials provided by the vendor in the name of the Homeowner. Contractor shall provide Homeowner with certificates of warranties, instruction manuals, and other documents prior to requesting a final payment from the City or the Homeowner, whichever is later.
4. **Prompt Payment and Liens.** Contractor shall promptly pay all subcontractors and materialmen pursuant to the Terms. If any persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract file a lien

against the Dwelling, the Contractor shall promptly discharge such lien pursuant to the Lien Law.

5. **Protection of the Work.** The Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, injury, theft and/or vandalism until Final Acceptance of the Work (or earlier use, occupancy or operation in accordance with the terms of this Contract); and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace or repair such Work, whichever the City shall determine to be preferable. During the performance of the Work, the Contractor shall take all reasonable precautions to protect the persons and property of the Homeowner and Occupants from damage, loss or injury resulting from the Contractor's, and/or its subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the Dwelling suitable and sufficient protection such as lights, barricades, and enclosures. If Homeowner's or an Occupant's property is damaged through negligence of the Contractor, the Contractor shall promptly repair the damage or reimburse Homeowner for the reasonable cost of repairing the damage caused by the Contractor. The Contractor agrees to keep the premises broom clean and orderly and to remove all debris during the course of the Work.
6. **Utilities.** Contractor is responsible for disconnecting electricity, telephone, cable and gas as required, to complete the Work and reconnecting as appropriate, including securing permits and paying any fees for disconnecting and reconnecting the utilities. Contractor shall be responsible for notifying the Homeowner when it will disconnect and reconnect the utilities.
7. **Superintendent.** HIC designates the following individual as the Project Superintendent. The telephone number of the Project Superintendent is _____.

ARTICLE XI: CITY'S RIGHTS & DUTIES

1. **Duty to Homeowner.** The City's rights and duties to the Homeowner are set forth in the Grant Agreement.
2. **Duty to Contractor.** The City's rights and duties to the Contractor are set forth in the Terms.

ARTICLE XII: DEFAULT & TERMINATION

1. **Homeowner Default and Termination for Cause:** Homeowner will be in default under this Contract upon the occurrence of any of the following events: (i) Homeowner fails to perform the terms of this Contract and such failure continues for five (5) days after delivery of written notice of the failure; (ii) Homeowner and/or the Occupants fail to cooperate with the Contractor's reasonable directions and orders or their actions create a safety risk in the Dwelling; (iii) Homeowner commits a default under any other contract it has entered into with the City relating to Superstorm Sandy relief, including, but not limited to, the Grant Agreement; (iv) Homeowner has misrepresented Homeowner's eligibility for the Build it Back Program and/or this Work; or (v) Homeowner has made any misrepresentations in connection with this Contract. In the event of Homeowner's default of the items below, the City shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the

following actions:

- a. Terminate this Contract on written notice to Homeowner.
 - b. Stop Work on the Dwelling or direct the Contractor to stop work on the Dwelling, either temporarily or permanently.
 - c. Issue a Change Order to omit a portion of the Work.
 - d. Sue Homeowner for damages, injunctive, or equitable relief.
2. **Contractor Default:** Contractor will be in default under this Contract upon the occurrence of any of the events set forth in Article 10 of the Terms or any other provision of the Terms concerning default. The Program Director - Housing Rehabilitation shall have the right to declare the Contractor in default pursuant to Articles 10 and 13 of the Terms.
 3. **Termination for Convenience:** Homeowner shall have the right to terminate this Contract for convenience by providing written notice to the Contractor and the City with at least five days notice. If Homeowner terminates this Contract, all or a portion of the funds designated by the City for this Work may be forfeited and the City and the Contractor shall be under no obligation to complete the Work.

ARTICLE XIII: DISPUTE RESOLUTION

1. All disputes between the City, the Homeowner, and/or the Contractor involving Work covered by this Contract shall be finally resolved in accordance with the provisions of this Article.
2. This Article shall apply only to disputes about the scope of work delineated by the Contract, the interpretation of Contract documents, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work; such disputes arise when the City, including its inspectors, makes a determination with which the Contractor disagrees or when a Homeowner and a Contractor cannot resolve a disagreement relating to the Work
3. All determinations required by this Article shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.
4. During such time as any dispute is being presented, heard, and considered pursuant to this article, the Contract and Terms shall remain in force and the Contractor shall continue to perform Work as directed by the City. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.
5. Presentation of Disputes to City.

Notice of Dispute and Agency Response. The Contractor or Homeowner shall present its dispute in writing ("Notice of Dispute") to the Program Director – Housing Rehabilitation Program within five business days of the action that is the subject of the dispute. This notice requirement

shall not be read to replace any other notice requirements contained in the Contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor or Homeowner relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within seven (7) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, a representative of the BiB Program shall submit to the Program Director - Housing Rehabilitation all materials he or she deems pertinent to the dispute. Following initial submissions to the Program Director - Housing Rehabilitation, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Program Director - Housing Rehabilitation whose decision shall be final. Willful failure of the Contractor or the Homeowner to produce any requested material whose relevancy the Contractor or Homeowner has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor or Homeowner of its claim.

- (a) Program Director - Housing Rehabilitation Inquiry. The Program Director - Housing Rehabilitation shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor, the Homeowner, and/or a representative of the BiB Program to resolve the issue by mutual consent prior to reaching a determination.
- (b) Determination. Within seven business days after the receipt of all materials and information, or such longer time as may be agreed to by the Parties, the Program Director - Housing Rehabilitation shall make his or her determination and shall deliver or send a copy of such determination to the Contractor, the Homeowner, and the representative of the BiB Program. The Program Director - Housing Rehabilitation's decision shall be final and binding on all Parties.

ARTICLE XIV: INSURANCE, BONDING, AND INDEMNIFICATION

1. **Insurance.** The Contractor shall maintain insurance in the types and amounts required by Article 5 of the Terms.
2. **Homeowner Insurance.** The Homeowner shall notify its Homeowner's Insurance Company of the scope and dates of Work and shall be responsible for any additional insurance premiums required as a result of this Work.
3. **Bonds.** Contractor shall obtain performance and payment bonds that cover this Contract, consistent with Article 5 of the Terms. Bonds must be prepared on the form of bonds authorized by the City and attached to the Terms or on forms approved by the City. Such bonds must have as surety thereunder, such surety company or companies as are approved by the City of New York and authorized to do business in the State of New York. Attorneys-in-fact who sign performance or payment bonds must file with each bond a certified copy of their power of attorney to sign said bond.

4. **Indemnification.** (a) To the fullest extent permitted by law, the HIC shall indemnify, defend, and hold the City, its employees, and officials and the Homeowner (the “Indemnitees”) harmless against any and all claims (including but not limited to claims asserted by any employee of the HIC and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) allegedly arising out of or in any way related to the operations of the HIC and/or its Subcontractors in the performance of this Home Improvement Contract or from the HIC’s and/or its Subcontractors’ failure to comply with any of the provisions of this Home Improvement Contract or of the Law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article XIV(4) by way of cross-claim, third-party claim, declaratory action or otherwise. The Parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

(b) The HIC shall be solely responsible for and shall indemnify the City and Homeowner against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the Work, including all costs and expenses which the City shall or may incur or be obligated to pay by reason thereof.

(c) Indemnification under this Article or any other provision of the Home Improvement Contract shall operate whether or not Contractor has placed and maintained the insurance required pursuant to the Terms and this Home Improvement Contract.

5. The Contractor waives all rights against the City for any damages or losses for which either is covered under any insurance required under Article 5 of the Terms (whether or not such insurance is actually procured) or any other insurance applicable to the operations of the Contractor and/or its Subcontractor in the performance of this Contract.

6. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, the Homeowner or the City.

ARTICLE XV: MISCELLANEOUS PROVISIONS

1. **Lien Law.** The Contractor or subcontractor who performs on the Contract and is not paid may have a claim against the Homeowner that may be enforced against the Dwelling in accordance with the applicable lien laws.

2. **Records.** Contractor shall maintain books of account, the Contract, and other such records as shall properly and completely reflect this transaction for at least six years.

3. **Choice of Law.** This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Homeowner or Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York and the Laws of the United States, where applicable.
4. **Consent to Jurisdiction and Venue.** The Parties agree that any and all claims asserted against any party arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City of New York. The Parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum.
5. **Non-Waiver by the City.** No waiver of any breach or default hereunder shall constitute or be construed as a waiver by the City of any subsequent breach or default or of any breach or default of any other provision.
6. **Severability.** If any provision of this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

We, the undersigned Parties, hereby accept all above terms, conditions and/or provisions.

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. (Exhibit #3)

HOMEOWNER #1 SIGNATURE: _____ Date: _____

Printed Name: _____

HOMEOWNER #2 SIGNATURE: _____ Date: _____

Printed Name: _____

CONTRACTOR NAME: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Telephone #: _____ DCA HIC License #: _____

HOME IMPROVEMENT SALESPERSON NAME: _____

Signature: _____ Date: _____

DCA Salesperson License #: _____

Acknowledgment of Homeowner #1

County of _____, State of New York

On _____, 2013, before me came _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

Acknowledgment of Homeowner #2 (If two owners)

County of _____, State of New York

On _____, 2013, before me came _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

Exhibit #1
Scope of Work

Exhibit #2
List of Personal Items Removed from Dwelling.

Exhibit #3
Notice of Cancellation Form

NOTICE OF CANCELLATION FORM

(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 TO

_____ [Contractor Name]

AT _____ [Contractor's

Address] NOT LATER THAN MIDNIGHT OF _____ [Date].

I HEREBY CANCEL THIS TRANSACTION.

Date Buyer's Signature

CONSUMER BILL OF RIGHTS ON CONTRACTING FOR HOME IMPROVEMENTS

- Home Improvement Contractors are required to be licensed by the New York City Department of Consumer Affairs (DCA).
- ALWAYS ask to see a copy of a Home Improvement Contractor's or Salesperson's license issued by DCA.
- BEFORE YOU SIGN A CONTRACT, call 311 or visit www.nyc.gov/consumers to verify that a Contractor's license is currently valid, to access the Laws of the City of New York to learn about the responsibilities of Home Improvement Contractors, and to obtain the *Home Improvement Consumer Guide*.
- A Contractor MUST give you a detailed written description of the work to be done and materials to be used, and a written itemized estimate of the cost of the work to be done BEFORE you sign a Contract. A Contractor may charge a reasonable fee for an estimate, but the Contractor MUST tell you how much the estimate will cost BEFORE providing it to you.
- A Home Improvement Contract MUST be in writing and describe the home improvements to which you agreed. The written contract must be legible and in plain English. If you spoke with the Contractor in a language other than English, the Contract must be in English, as well as in the other language spoken. Contracts negotiated in Spanish must be in Spanish.
- The written Contract must include the following:
 - The Contractor's name as it appears on the license, license number, address, and telephone number.
 - The date the contract is signed.
 - The approximate starting and completion dates for the work, as well as any reasons the completion date could change. You have the right to insist that the Contract entitle you to cancel for a full refund if the Contractor fails to start the work within an agreed upon number of days after the stated commencement date.
 - A specific description of the work to be done; the materials to be used, including brands, model numbers, and other identifying information; and the price of each.
 - A listing of all advertised representations made by the Contractor, including, but not limited to, any guarantees or warranties.
 - A payment schedule. If both parties agree to a schedule of progress payments, each advance payment must bear a "reasonable relationship" to the work performed, and each scheduled payment must identify and describe the work to be done, materials purchased, or other project-related costs that such payment covers. Your Contractor must deposit progress payments into an escrow account.
 - Each scheduled payment should not be more than \$15,000 or 20% of the total amount of the Contract, whichever is the LOWER AMOUNT, and the next payment must not be made until AFTER the work covered by the previous payment has been completed.
 - A right to cancellation clause in the Contract provided as a separate form which says essentially:

YOU HAVE A RIGHT TO CANCEL your Contract until midnight of the third business day after you sign the Contract. If you wish to cancel, you must do so in writing. Your Contractor must refund all payments made and cancel and return any Contract or other negotiable documents you may have signed.

- Required permits. Before beginning work, your Contractor must obtain permits required by New York City law. (You should ask to see the signed permits before work begins.)
- Insurance. Before beginning work, your Contractor should furnish you with a Certificate of Workers' Compensation Insurance.
- A "proof of payment" clause. This clause allows you to withhold final payments until your Contractor submits from all subcontractors and vendors a waiver of lien as proof of payment for the work they performed and/or the materials they supplied.
- It is illegal for your Home Improvement Contractor to dry-scrape or sand painted surfaces in New York City. Scraping and sanding pose a danger of lead dust inhalation.
- The Contractor must clean the premises after work is completed.
- New York City law prohibits Home Improvement Contractors from acting as agents for lenders or advertising, promoting, or arranging home improvement loans.