

## Home Improvement Contract Checklist

- \_\_\_ Name, address, telephone number, and signed by all parties [NYS Gen. Bus. Law § 771(1)(a)]
- \_\_\_ License number [NYS Gen. Bus. Law § 771(1)(a)]
- \_\_\_ Estimated start date and finish date [NYS Gen. Bus. Law § 771(1)(b)]
- \_\_\_ Statement of any contingencies that would change the start and completion dates [NYS Gen. Bus. Law § 771(1)(b)]
- \_\_\_ Statement as to whether the completion date is “of the essence” [NYS Gen. Bus. Law § 771(1)(b)]
- \_\_\_ Description of work [NYS Gen. Bus. Law § 771(1)(c)]
- \_\_\_ Description of material to be provided, including make and model numbers [NYS Gen. Bus. Law § 771(1)(c)]
- \_\_\_ Price [NYS Gen. Bus. Law § 771(1)(c)]
- \_\_\_ First Statement of Lien Rights [NYS Gen. Bus. Law § 771(1)(d)]:

If the owner fails to pay the contractor, then the contractor, or subcontractor, who performs on the contract, or the materialman who provides home improvement goods or services, who is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws.

- \_\_\_ Second Statement of Lien Rights in the exact words below [NYS Gen. Bus. Law § 771(1)(d)]:

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic’s lien. Any mechanic’s lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic’s lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic’s lien.

\_\_\_ Notice of Escrow [NYS Gen. Bus. Law § 771(1)(e)]:

Except as otherwise provided in Gen. Bus. Law § 771(1)(g), the home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.

\_\_\_ Progress Payment Clause: If the contract provides for progress payments before substantial completion, a schedule of such payments shall include the amount of each payment and identify the state of completion of the work at each milestone, including any materials to be supplied at each milestone. The amount of any such progress payment must bear a reasonable relationship to the amount of work to be performed. [NYS Gen. Bus. Law §771(1)(f)]

\_\_\_ Three-day cooling-off period statement [NYS Gen. Bus. Law § 771(1)(h)]

\_\_\_ Three-day cooling-off period exception statement if emergency work – requires statement in homeowner’s own handwriting [NYS Gen. Bus. Law § 771(1)(h)]

\_\_\_ Statement of any fees received by the home improvement contractor from a home improvement finance company [NYS Gen. Bus. Law § 771(1)(h)]

\_\_\_ Nassau County: Additional cooling off form and statement [Nassau Reg. Rule 7]

\_\_\_ Nassau County: Provide triplicate “notice of cancellation” [Nassau Reg. Rule 7]

\_\_\_ Nassau County: Print name of representative below signature [Nassau Reg. Rule 10]

\_\_\_ Nassau County: Copy of all insurance policies showing coverage [Nassau Reg. Rule 12]

\_\_\_ Nassau County: List of subcontractors with their license numbers [Nassau Reg. Rule 14]

\_\_\_ NYC: Furnish a certificate of Workers' Compensation Insurance prior to commencement of work [Rules of NYC §2-221(8)]

\_\_\_ NYC: Contractor agrees to procure all permits required by local law [Rules of NYC §2-221(9)]

\_\_\_ NYC: NYC cancellation form [Rules of NYC §2-221(10)]

**Disclaimer: The above items do not substitute for the actual statutes, which provide greater detail and more completeness. Consult your attorney for guidance.**