

NYC DCWP HIC License Number: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

[ Home Improvement Contractor logo/letterhead here ]

<b>Home Improvement Contractor (HIC) Name</b>		
D/B/A	NYC DCWP HIC License Number	
HIC Office Address		
HIC Phone Number	HIC Cell Phone	HIC Email

<b>Consumer Name</b>	<b>Salesperson/Company Employee Name</b>
Consumer Address	Cell Phone (if different from above)
Phone <input type="checkbox"/> Cell <input type="checkbox"/> Day <input type="checkbox"/> Night (check one)	Email (if different from above)
Address of Home Improvement Job (if different from above)	

DESCRIPTION OF WORK	COST
<b>TOTAL COST TO CONSUMER</b>	

See additional details attached.

I have reviewed this page:

\_\_\_\_\_  
Contractor Initials

\_\_\_\_\_  
Consumer Initials

**WARRANTIES:** The Contractor provides the Consumer the following guarantee/warranty, including all terms, conditions, and period of time covered by this guarantee/warranty. If none, state none.

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**ADDITIONAL COSTS:** Contractor must provide Consumer with details and price for each category below. Include quantity, quality, brand, identifying features, and estimated price of materials and equipment.

**A. Materials and Equipment Supplied by Contractor**

ITEM	DETAILS	PRICE
<input type="checkbox"/> See additional details attached.		<b>SUBTOTAL</b>

**B. Materials and Equipment Supplied by Consumer**

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**C. Required Permits:** The Contractor agrees to obtain all permits required by New York City law.

- If home improvements involve plumbing, electrical work, pointing, or home extensions, the Contractor may need a permit from the New York City Department of Buildings (DOB).
- If the Contractor does not have the required DOB permit, the Consumer may be issued a violation and required to pay a fine. Information can be found at <https://www1.nyc.gov/site/buildings/homeowner/when-hiring.page>

The Contractor agrees to give the Consumer a copy of a “Certificate of Workers’ Compensation Insurance” before beginning the contracted work. The Certificate of Workers’ Compensation Insurance must come from a private insurance carrier or from the New York State Insurance Fund Office. The Certificate must name DCWP as the certificate holder.

If the Contractor got an exemption from the requirement for workers’ compensation insurance when applying for the HIC license from DCWP, the Contractor must give the Consumer a copy of the Certificate of Attestation of Exemption from the New York State Workers’ Compensation Board.

- Information on exemptions from holding workers’ compensation insurance based on the structure of the HIC business and on filing for the Certificate of Attestation can be found at [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

I have reviewed this page:

\_\_\_\_\_  
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\_\_\_\_\_  
Consumer Initials

PERMIT	PRICE
<input type="checkbox"/> See additional details attached.	<b>SUBTOTAL</b>

**D. Required Labor:** *The Contractor agrees to clean up after the home improvement work is done.*

**TOTAL PROJECT COST TO CONSUMER: \$** \_\_\_\_\_

**SUBCONTRACTORS:**

The Contractor may use additional labor (subcontractors, plumbers, electricians, etc.) for this project:  Yes  No

The Contractor agrees to use only licensed subcontractors, including Home Improvement Contractors licensed by DCWP and plumbers and electricians licensed by DOB.

- For information on DOB licenses and to check if plumbers and electricians are licensed, go to <https://www1.nyc.gov/site/buildings/business/hiring-a-professional.page>
- To check if a subcontractor is licensed by DCWP, go to [www.nyc.gov/dcwp](http://www.nyc.gov/dcwp) for DCWP’s Instant License Check or call 311.

*The Contractor is responsible for paying any subcontractors or supply vendors who were arranged by the Contractor. The Consumer is not responsible if the Contractor fails to pay these subcontractors or supply vendors.*

WORK SCHEDULE	PAY SCHEDULE	WORK/SERVICE PERFORMED	AMOUNT DUE
Estimated Start Date:			
Substantial Completion Date:		<b>Deposit</b>	\$
Time is of the essence: <input type="checkbox"/> Yes <input type="checkbox"/> No		1.	\$
Contingencies that may impact the Contractor’s ability to meet the agreed-upon completion date:		2.	\$
		3.	\$
		<b>Final payment when work completed</b>	\$

**ADDITIONAL TERMS AND CONDITIONS:** See page(s) attached:  Yes  No

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\_\_\_\_\_  
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\_\_\_\_\_  
Consumer Initials

**CHANGE ORDERS/ADDITIONAL WORK:** Once this form is signed by both parties, written Change Orders signed by both parties are required for any changes or additional work. The Change Order shall state:

- Whether the change will increase or decrease the original Contract amount
- The cost of the additional work
- The new total amount of the Contract
- When payment is due

The Contractor shall provide the Consumer with a copy of the signed Change Order form before starting the additional or changed work. Except for those items specifically described in the Change Order, all other Contract terms shall remain unchanged.

**ACCEPTANCE OF CONTRACT:** If the Consumer is satisfied with the conditions and prices specified in this form and in any referenced attachments, the Consumer may sign this form to accept all the terms specified.

Once this form is signed:

- The Contractor will provide the Consumer with a copy of this signed Contract.
- The Contractor is authorized to do the work as specified.
- The Consumer will make payments to the Contractor as outlined in "PAY SCHEDULE."

If a contract is negotiated in any language other than English, the Contractor must provide the Consumer with a copy of both the contract and the three-day Notice of Cancellation Form in English, as well as in any other language.

**ADDITIONAL PROVISIONS, CONDITIONS, AND DETAILS**

1. The Contractor or subcontractor who performs work under this Contract and is not paid may have a claim against you, the Consumer, which may be enforced against the property in accordance with the applicable lien laws.
2. In accordance with subdivision 4 Section 71-a of the Lien Law, the Contractor is legally required to deposit all payments received prior to substantial completion of work. In lieu of such deposit, the Home Improvement Contractor may post a bond or Contract of Indemnity with the Consumer guaranteeing the return of the payments or application of the payments to the purpose of the Contract.
3. Any contractor, subcontractor, or supplier of materials 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. If you paid the amounts due under the contract before the lien is filed, the lien can be invalidated by a court. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.
4. The Consumer may file a complaint regarding the Contractor's performance or the job by calling 311 or going online to [www.nyc.gov/dcwp](http://www.nyc.gov/dcwp).

**DO NOT SIGN THIS FORM IF YOU DO NOT ACCEPT ALL THE DETAILS AND FEES DESCRIBED.**

<i>Date</i>	<i>Signature of Salesperson/Company Employee on behalf of Contractor</i>	<i>Print Name of Salesperson/Company Employee</i>
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<i>Date</i>	<i>Signature of Consumer</i>	<i>Print Name of Consumer</i>
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**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.**

I have reviewed this page:

\_\_\_\_\_  
Contractor Initials      Consumer Initials



**Materials and Equipment Supplied by Contractor (continued)**

ITEM	DETAILS	PRICE
<input type="checkbox"/> See additional details attached.		<b>SUBTOTAL</b>

**Required Permits (continued)**

PERMIT	PRICE
<input type="checkbox"/> See additional details attached.	<b>SUBTOTAL</b>

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**DATE OF CONTRACT:** \_\_\_\_\_

## **NOTICE OF CANCELLATION**

**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 CANCELED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE 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**

NYC DCWP HIC License Number: \_\_\_\_\_

**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 \_\_\_\_\_ AT \_\_\_\_\_ NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
*Buyer's Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*