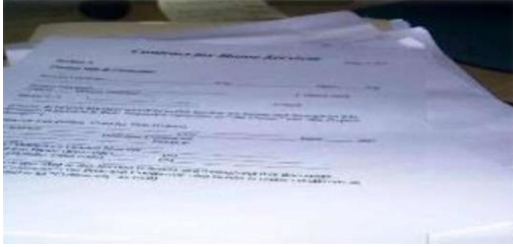


**Original Classic**

**4<sup>th</sup> Edition**



# ***CONTRACT FOR HOME MAINTENANCE & IMPROVEMENT SERVICES***

***This “Contract for Home Maintenance & Improvement Services” is not intended to be used as-is. However, it is intended as a legal resource for ideas which can be included in collaboration with an attorney or other legal professional for incorporating into your home maintenance and/or improvement contract.***

These ideas have been compiled and consistently updated and revised over the years by HGRBS volunteers who gladly invested their time towards the good of the private home decision makers of the United States. These were created in response to the apparent use/modification of commercial contracts which were not/are not originally designed or sensitized to the actual nuances and needs of the private residential setting. The legal ideas presented here are specifically presented with only the context of actual wishes and desires of private home residents which are neglected/ignored in aforementioned modified “commercial contracts.”

**Edited by G. Barksdale in association with HGRBS**

**[a 501 (c)(3) non-profit corporation of independent volunteers]**

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***Courtesy HGRBS – a 501 (c) (3) nonprofit of independent volunteers***

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This CONTRACT is prepared under the auspices of HGRBS. **This is not intended for actual use as-is.** Always confer with your attorney before using or approving any legal forms, including contractsThis

# Contract

Project Number \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\* Owner: Homeowner

\*Authorized Resident: Homeowner/Homelessee. Person *authorized* by Homeowner to enter home maintenance-improvement contract with Contractor, Suppliers, and Service Providers.

## Section 1 – Contact Info & Credentials of Primary Parties to this Contract:

We, the below listed Property Owner/Authorized Resident and Contractor enter into this contract on condition that we mutually agree (evidenced by our signatures and by those of two

● undersigned witnesses) on all terms and conditions mentioned in this document in our pursuit of mutual benefit and accountability as a result of the below described project being plotted, staged, prepped, commenced, developed, and completed on the below listed property, respectively:

Full Legal Name of Property Owner/Authorized Resident

x\_\_\_\_\_.

Vicinity \_\_\_\_\_ County \_\_\_\_\_

Street Address \_\_\_\_\_

City/town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner's/Authorized Resident's Primary Phone \_\_\_\_\_ e-mail \_\_\_\_\_

Full Legal Name of Contractor:

\_\_\_\_\_  
Nickname X \_\_\_\_\_

Company Name or Corporation Contractor Represents

x\_\_\_\_\_.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Contractor's Lic. Number \_\_\_\_\_ Firm's Landline Phone \_\_\_\_\_

Area Code to Firm's Landline Phone \_\_\_\_\_

Contractor's Primary Wireless Phone + Area Code \_\_\_\_\_ Area Code \_\_\_\_\_

e-mail \_\_\_\_\_.

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## **Section 2 – Lien Waivers (Contractor, Subcontractors, & Laborers)**

a. Contractor agrees to:

(2) Sign the initial Lien Waiver presented by the *Owner/Authorized Resident* before entering into this agreement and confirming that such an agreement/contract is made by inclusion below in this *Contract for Home Maintenance & Improvement Services* document of the signatures of the *Owner/Authorized Resident*, *Contractor*, and two witnesses;

(3) Require any and *all Subcontractors & Laborers* to read and sign an initial *Lien Waiver* made available by the *Owner/Authorized Resident*;

(4) Sign the final *Lien Waiver* presented by the *Owner/Authorized Resident* before the final balance of what is due to the *Contractor* (whether for a *Project Complete* or a *Settlement*) is paid to the *Contractor*.

## **Section 3 – Permits**

*Contractor* agrees to inquire with the municipality wherein said property is located about any necessary permit requirements, and to obtain any such permits previous to commencing above described project.

### **Section 3a - Warranties**

In addition, *Contractor* agrees that the work entailed is warranted by the *Contractor* for the time periods and/or under the conditions checked below:

\**Minimum 3-year Warranty*

\**Minimum life-time Warranty*

\**Emergency Response*: This includes *Contractor* responding to any challenges that develop on this project which warrant immediate attention within a few minutes or hours upon notification by the *Owner/Authorized Resident*.

\**Non-emergency Response*: These include follow-up services within *5-7 business days* of notifying the *Contractor* of non-emergencies such as crooked shingles, loose base molding, or other property-related issues *Contractor* is responsible for which do not necessarily require emergency attention.

## **Section 4 – Payouts (Compensation)**

1. **Final Rate** *Contractor* will receive is \$ \_\_\_\_\_.\_\_\_\_\_ (Write-Out-The-Amount). This payout/compensation will be sufficient to also cover monies owed to any *Subcontractor(s)* and/or *Laborer(s)* from whom *Contractor* enlists support ON CONDITION that *Contractor* fulfills all applicable terms and conditions of this contract;

2. An amount less than 100% (One-Hundred-Percent) of the Final Rate payout specified herein may be issued instead as Settlement if for any reason the *Contractor* does not or is unable to complete this *Project Number* \_\_\_\_\_ on the aforementioned property;

3. There are no advance payouts.

**Section 5 – Owner’s/Authorized Resident’s Pledge**

The *Owner* pledges to do everything within reason to faithfully and adequately compensate the Contractor as promised as per Section 4 – Payouts (Compensation) of this agreement.

**Section 6 – Purchases**

(*Owner/Authorized Resident* requires *Use of Purchase Requisitions* and expects *Contractor* to self-finance project for which *Owner/Authorized Resident* provides reimbursement within 7 business days):

- a. The *Contractor* agrees against making any purchases and crediting such purchases to this project/property without the written permission of the *Owner/Authorized Resident* evidenced by *Purchase Requisitions* approved by said *Owner/Authorized Resident*;
- b. Further, *Contractor* agrees to make all properly approved purchases for what is needed in terms of items for this project using Contractor’s own funds for which costs/expenses *Owner/Authorized Resident* will reimburse Contractor within 7 business days after such costs and expenses are proven to have been made.

**Section 7 - Project ID & Timeline**

The project described above in this document/contractual agreement for this project is “*Project Number* \_\_\_\_\_.” This number is for the sole use and identification of this project ONLY into perpetuity.

Type of Private Residence (Check one): Single-Family \_\_\_\_\_ Duplex \_\_\_\_\_ Triplex \_\_\_\_\_  
Townhouse \_\_\_\_\_ Mansion \_\_\_\_\_ Estate \_\_\_\_\_

Project Description:  
(Briefly) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Estimated Completion Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Estimated Late Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Contractor is expected to be punctual; start when scheduled; stay with the project, complete when scheduled/by estimated late date, or possibly risk all work being stopped and Contractor’s further participation on this project canceled.

**Section 8 - Stop Work Order**

*Contractor* also agrees that when the *Owner/Authorized Resident* has reason to believe and/or evidence of breach of this home improvement contract at any point by *Contractor*, the *Contractor* will not seek any civil or other action (presently or in the future) against said *Owner/Authorized Resident* in the event *Contractor* is served by the same (whether verbally or in writing) with a “**Stop Work Order**” any time after 3 business days have passed since the signing of this agreement by aforementioned undersigned signatories.

### **Section 9 – Notice of Cancellation**

Further, the *Contractor* agrees that when the *Owner/Authorized Resident* has reason to believe and/or evidence of breach of this home improvement contract at any point by the *Contractor*, the *Contractor* will not seek any civil or other action (presently or in the future) against said *Owner/Authorized Resident* in the event *Contractor* is served by the same (whether verbally or in writing) with a “**Notice of Cancellation**” any time *after 3 business days* have passed since the signing of this agreement by aforementioned undersigned signatories.

### **Section 10 – Conduct**

*Contractor* agrees to be accountable for any behavior [whether by *Contractor* or by *Subcontractor(s)* and/or *Laborer(s)*] which is unacceptable to the *Owner/Authorized Resident*. Such behavior includes, but is not limited to smoking, use of illegal or impairing substances, abusive language, abuse of property, and general insolence towards the *Owner/Authorized Resident* or anyone to whom the *Owner/Authorized Resident* delegates authority to act in his/her stead.

### **Section 11 - Settlement**

The *Contractor*, previous to severance of this relationship at the *Owner’s/Authorized Resident’s* behest, will be offered a settlement comparable to the value of work done by the *Contractor* and any *Laborers* and *Subcontractors* from whom he/she/they solicited assistance on this project if the *Contractor* had not previously received funds from the *Owner/Authorized Resident* to that effect for the work done. However, the prerequisites for being granted an equitable settlement are that the *Contractor*:

- a. Sign the final “**Lien Waiver**” relieving the *Owner/Authorized Resident* of any other additional or future financial obligations to the *Contractor* for *Contractor’s* work on this project and for the funds *Owner/Authorized Resident* provided to the *Contractor* for any *Laborers* and/or *Subcontractors* from whom he/she/they solicited support who have not yet received such funds previous to or after this settlement is reached;
- b. *Peacefully* leave these premises after signing said final “**Lien Waiver;**”
- c. Expect to receive the *Settlement* amount the *Owner/Authorized Resident* promised within *seven (7) business days from the day Contractor signs* said “**Lien Waiver;**”
- d. In this *Settlement* arrangement the *Owner/Authorized Resident* is demonstrably taking into consideration the time and labor the *Contractor* and any *Laborers* and *Subcontractors* from whom the *Contractor* enlisted support on this project for any unpaid work on this project at the time the *Contractor* was requested to stop working on this project for verifiable actions/words inconsistent with the terms of this agreement relative to this *Project Number* \_\_\_\_\_.

**Section 12 – 3-Day Right to Cancel**

In addition to any right to otherwise revoke this offer, the *Owner/Authorized Resident* may cancel this “*Contract for Home Maintenance & Improvement Services*” before midnight of the third business day from when the *Owner /Project Manager* and *Contractor* signed this agreement, or for any reason cancellation occurs when written “**Notice of Cancellation**” is given to *Contractor* personally and/or via *United States Postal Services* (at the moment it is deposited or sent), e-mail, and/or authorized messenger. However, this may not apply in emergency situations where work is commenced after signing or if at any point thereafter this agreement is breached.

**Seal of Mutual Assent**

We, the undersigned, fully understand, and are in complete agreement with the terms of this “*Contract for Home Maintenance & Improvement Services*”, as-is. We willingly and mutually approve of *this Contract for Home Maintenance & Improvement Services* association, being over 21 years of age and sound of mind. Further, it is of our own volition that we enter into this mutual pact, fully aware that we will benefit in so doing and mutually enjoy such protections as outlined in this document, and in accord with the legal options offered in this state and at this *Service Location* (ref. *Page 1, Section I, Contact Info & Credentials of Primary Parties to this Agreement*).

On this date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, we enter our signatures herein below:

\_\_\_\_\_  
Homeowner/Authorized Resident

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness – 1

\_\_\_\_\_  
Witness - 2

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