



CONTRACT FOR REPAIRS OR ALTERATIONS

Date _____

Name _____

Home Address _____

City _____ State _____ Zip _____

County _____ Telephone _____

("Owner") and _____ ("Contractor") agree:

1. **Work and Price:** Contractor shall furnish all labor and materials required for the performance of remodeling work ("the Work") at _____ in a workmanlike manner in accordance with the signed plans, addendum and specifications dated _____ and attached hereto.

Contractor shall not be responsible for any materials and labor supplied by Owner. No work shall be done except as specified herein or on the attached plans or expressly agreed to by Contractor in writing. This Contract may not be modified except in writing, signed by Owner and Contractor.

In consideration of the Work, Owner agrees to pay Contractor: _____

Total Cash Price (including sales tax) (the "Price") \$ _____

Payment Schedule:	Amount
Deposit due at signing of Contract _____	\$ _____
1 st payment due: _____	\$ _____
2 nd payment due: _____	\$ _____
3 rd payment due: _____	\$ _____
4 th payment due: _____	\$ _____
If more than 4 payments _____	\$ _____

Owner's Initials: _____

Contractor's Initials: _____

Contract For Repairs or Alterations
Page Two

Owner shall pay a delinquency late charge of _____% per month on any delinquent payment, as set forth above, that remains unpaid 30 days or more after its due date.

2. **Extra Work:** During construction, Owner may order extra work only by a written document signed by Owner and Contractor, or its duly authorized agent. The price for such extra work shall be determined in advance if possible; if not, it shall be the cost of labor and materials plus _____% for Contractor's overhead and fee. All sums for extra work shall be due and payable before commencement of work. The person or persons authorized to sign change orders on behalf of the Owner are:
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3. **Hidden Damage/Hazardous Material Removal:** Contractor shall not be obligated to correct hidden damage caused by termites, other pests, dry rot or any other cause. Contractor will not remove any asbestos or other hazardous material discovered during the course of the job.
4. **Matching Materials:** Contractor calls attention to the limitations of matching plaster, stucco, concrete, and, while Contractor shall make every effort to match existing materials, textures, colors and planes, exact duplication is not promised.
5. **Electrical Service:** Unless specifically included, electrical work contemplates no change to existing service panels other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. Cost incurred in changing any point of service, main switch or meter that may be required by an inspector or utility company shall be paid to Contractor by Owner as an extra. Changes to existing wiring in areas undisturbed by alterations are not included.
6. **Filled Ground, Rock or Springs:** Unless otherwise stated, the Price does not include unusual excavation or grading costs resulting from ground terrain, underground springs, unstable soil, relocation of utility lines, lack of sufficient soil on site or removal of excess soil, trees, stumps, rock removal or other such conditions. If such work is required, Contractor shall inform Owner of the unusual conditions necessitating such work and Owner shall pay for such work as extra work.
7. **Underground Pipes:** Contractor shall not be held responsible for damage to, or removal of, hidden pipes, sprinkler lines, water or sewage disposal systems or conduits in excavation and grading areas.
8. **Property Lines:** Owner shall furnish, at Owner's own expense, all necessary surveys and assume responsibility for the accuracy of all boundary markers unless otherwise agreed in writing.
9. **Conduits, Pipes, Ducts:** Unless specifically indicated, the Price does not include rerouting vents, pipes, ducts or wiring conduits, or correcting other hidden conditions that may be discovered through removing, or cutting openings in, walls.
10. **Access to Work:** Owner shall grant free access to work areas for workers and vehicles and shall allow areas for material and rubbish storage. Owner shall keep driveways clear and available for movement and parking of trucks during normal working hours.
11. **Requirement of Public Bodies/Permits:** Any changes or alterations of the plans or specifications required by any public bodies, utilities, historical preservation groups, associations, inspectors, or any other private or governmental organizations or agencies, shall constitute an extra and the cost hereof shall be treated as extra work and paid by Owner. Contractor shall obtain all permits required by governmental bodies, unless otherwise specified.

Owner's Initials: _____

Contractor's Initials: _____

Contract For Repairs or Alterations
Page Three

Owner shall secure and pay for approval of historical preservation groups, or any other groups, organizations, societies, or associations wherever such approval is required. Owner shall secure and pay for easements or other necessary property interests required for permanent structures or permanent changes in existing facilities.

12. **Materials Removed; Rubbish:** All materials removed from structures in the course of the Work shall be disposed of by Contractor, except those items designed in writing by Owner prior to commencement of the Work. All construction rubbish shall be removed by Contractor at termination of the Work and the premises shall be left in broom-clean condition.
13. **Insurance:** Contractor shall carry, at its own expense, worker's compensation and public liability insurance. Prior to commencement of the Work, Owner shall have Contractor listed as a loss payee on any existing fire and comprehensive insurance policy by means of endorsement, and shall furnish a waiver of subrogation for fire and those items covered under a comprehensive policy including vandalism; or shall purchase a separate policy to protect Contractor's interests. In the event Owner fails to do so, Contractor may procure such insurance, and Owner shall reimburse Contractor the cost thereof.
14. **Toilet Facilities; Utilities:** Owner shall furnish toilet facilities to all workers or compensate Contractor for cost of rented units. Electricity, water and other utilities shall be furnished to Contractor by Owner.
15. **Damage to Property:** Contractor shall not be held responsible for any damage caused by Owner, or by acts of God including, but not limited to, soil slippage, earthquake, or fire, or by riot or other civil disturbance, or by any exercise of governmental authority, or by any other cause beyond the control of Contractor.
16. **Extra Time:** Contractor agrees to pursue work diligently to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of Owner, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil disturbance, inability to secure materials through regular, recognized channels, imposition of government priority or allocation of materials or any other cause beyond the control of Contractor.
17. **Work Stoppage:** Should the Work be stopped by any public authority for a period of 30 days or more, through no fault of Contractor, or should the Work be stopped through act or neglect of Owner for a period of 15 or more days or should Owner fail to make any payment within 15 days after it is due, then Contractor upon 7 days written notice to Owner, may stop work or terminate this Contract and recover from Owner payment for all work executed along with reasonable profit and damages.
18. **Sign:** Contractor may display its sign in Owner's yard until completion of the Work.
19. **Substitutions and Allowances:** In the event any of the materials herein described are not available, Contractor reserves the right to make substitutions, providing the substitutions are equal to or exceed the quality of the items herein described. Customer shall pay all taxes and shipping charges in excess of allowances.
20. **Control and Use of Construction Personnel:** Contractor, or its duly designed agent, shall have sole control of construction personnel, including subcontractors. Owner shall not issue any instructions or otherwise interfere with construction personnel. Owner shall not negotiate for additional work with Contractor's subcontractors or engage another contractor or subcontractor except with Contractor's prior written consent and then only in such manner as will not interfere with Contractor's completion of the Work under this Contract.
21. **Default:** If for any reason arbitration is not held pursuant to paragraph 24 hereof, then, subject to the provisions of paragraph 30 hereof, if either party defaults on any obligation under this Contract, the non-defaulting party may pursue any legal or equitable remedy available.

Owner's Initials: _____

Contractor's Initials: _____

Contract For Repairs or Alterations
Page Four

22. **Successors and Assigns:** The rights and obligations granted and assumed under this Contract shall apply to the heirs, administrators, executors, successors and assigns of Contractor and Owner.
23. **Dangers Inherent in Addition/Remodeling Projects:** There are certain dangers inherent in addition/remodeling projects because the Owner(s) usually occupy the structure while the work is ongoing. The Contractor will take reasonable efforts to secure the job site at the end of each work day. The Owner(s) understand the existence of these dangers and will take all reasonable precautions to avoid these dangers. The Owner is solely responsible for any damages or injuries to the Owner, members of the Owner's family, invitees or trespassers on this addition/remodeling project and/or relating to the Work, except for any damages or injuries caused directly by the negligence or intentional act of Contractor or Contractor's employees, subcontractors or agents.
24. **Warranty:** At the time of completion and upon final payment of the Price, Contractor shall execute and deliver to Owner a home owners limited warranty in the form attached to this Contract as EXHIBIT A, WHICH LIMITED WARRANTY SHALL HAVE NO EFFECT UNLESS AND UNTIL OWNER HAS PAID TO CONTRACTOR THE PRICE DESCRIBED IN PARAGRAPH 1 ABOVE, INCLUDING ANY AND ALL THEN CURRENT PAYMENTS DUE UNDER ANY PROMISSORY NOTE OR OTHER INDEBTEDNESS TO CONTRACTOR IN CONNECTION WITH THE WORK. THE TERMS, CONDITIONS AND PROCEDURES SET FORTH IN THE LIMITED WARRANTY ARE INCORPORATED HEREIN BY THIS REFERENCE. CONTRACTOR'S PERFORMANCE UNDER THE LIMITED WARRANTY IS CONDITIONED UPON PAYMENT OF THE PRICE BEING MADE BY OWNER WHEN DUE AND CONTRACTOR SHALL HAVE NO OBLIGATION UNDER THE LIMITED WARRANTY IF OWNER HAS NOT MADE ALL PAYMENTS WHEN DUE, REGARDLESS OF THE REASONS FOR OWNER'S FAILURE TO MAKE SUCH PAYMENT(S). THE FAILURE TO PAY ANY PORTION OF THE CONTRACT PRICE WHEN DUE, SHALL BE DEEMED A MATERIAL FAILURE BY OWNER UNDER THIS CONTRACT. THE TERMINATION DATE OF THE LIMITED WARRANTY (TWELVE MONTHS AFTER COMMENCEMENT DATE) SHALL NOT BE EXTENDED BECAUSE OF ANYTHING DESCRIBED IN THIS PARAGRAPH.

Contractor disclaims and Owner waives, unless otherwise expressly provided for in Contractor's limited warranty, all warranties, express or implied, including but not limited to the warranties of habitability, merchantability, and fitness of purpose, and including any warranties that could be construed to cover the presence of radon, mold or other environmental pollutants. OWNER AND CONTRACTOR AGREE THAT SUCH LIMITED WARRANTY SHALL CONSTITUTE THE SOLE WARRANTY FROM CONTRACTOR TO OWNER AND THE LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. Contractor reserves the option to replace with equal quality, repair or pay reasonable sums for any limited warranty item. If defects are claimed by Owner, Owner and Contractor shall comply with the claim procedures in the limited warranty, including but not limited to the notice requirement.

If Contractor fails to comply with the claim procedures in the limited warranty or if the parties are unable to mutually resolve any question with respect to the performance of this Contract, Owner must contact the Home Builders Association of Louisville (the "Association"), no later than 180 days following expiration of the twelve (12) month warranty period which shall not be deemed to be an extension of the twelve (12) month warranty period and request conciliation, unless Contractor in writing waives the conciliation procedure. Owner will submit \$50 for administrative costs along with complaint forms and any other documentation reasonably requested by the Association to evidence Owner's compliance with the claims procedure set forth in the limited warranty. Contractor will be billed \$200 when a team is assigned for conciliation. If, by agreement of Contractor and Owner, any part of the purchase price (including approved change orders) is withheld during construction at closing, such amount must first be placed in the Association's escrow account or in a mutually agreeable third party escrow account whose fee shall be paid by said Owner before the conciliation meeting will be held. At the conciliation meeting, which shall be held in the Commonwealth of Kentucky, only Contractor, Contractor's supervisory personnel at Builder's discretion, Owner and the conciliators appointed by the Registered Builder Committee of the Association shall be present. If a conciliation agreement is not signed by Contractor and Owner, Association may refund the escrowed funds.

Owner's Initials: _____

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Contract For Repairs or Alterations

Page Five

Following completion by Contractor of the remedial steps contained in any Conciliation Agreement signed by Owner and Contractor within the time periods indicated, if any, Association may distribute funds held in escrow to Contractor; provided, however, if, in the sole opinion of Association, Contractor has not performed the remedial steps set forth in the Conciliation Agreement as intended by Owner, Contractor, and the Conciliators, Association may refund escrowed funds to Owner. The Association provides the conciliation procedure only as a service to its members and home owners and does not undertake or guarantee, expressly or impliedly, to perform any obligation of Contractor resulting from such procedure. The provisions of this paragraph shall not apply unless Contractor is at all times during the conciliation procedure a member of the Association.

If parties are unable to mutually resolve any controversy or claim through the conciliation procedure, or if parties agree to waive the conciliation procedure, or if the conciliation procedure is not otherwise available to the parties for any reason, then any controversy or claim arising out of or relating to this Contract, the limited warranty described in this Contract, or any breach of this Contract or the limited warranty, shall unless waived in writing by both parties be settled by binding arbitration held in the Commonwealth of Kentucky and submitted to a professional arbitration service under its rules relating to the construction industry and the Kentucky Arbitration Act; provided, however, if the dispute between the parties involves a claimed construction defect, then prior to commencement of arbitration Owner shall give written notice to Contractor of the claimed defect, and Contractor shall have the right to offer to cure the claimed defect, all as set forth in paragraph 30 hereof. The arbitrator's decision shall be final and legally binding and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable rules of the arbitration service selected. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award, the other party is entitled to recover its costs, including a reasonable attorney fee, for having to compel arbitration or defend or enforce the award.

Notwithstanding any other provision herein, Owner shall give Contractor an adequate opportunity to repair, replace or pay for any defective construction.

25. **Affidavit of Payment:** On final payment by Owner and upon Owner's request, Contractor shall provide Owner with an affidavit stating that all labor, material and equipment used in the performance of the Work have been paid for or will be paid in full by Contractor unless otherwise noted.
26. **BUYER'S RIGHT TO CANCEL CONTRACT SOLICITED AT BUYER'S HOME UNDER STATE AND FEDERAL LAW:** 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 form for an explanation of this right.
27. **BUYER'S RIGHT TO RESCIND CONTRACT UNDER FEDERAL LAW: SEE ATTACHED FORM (IN DUPLICATE). OWNER ACKNOWLEDGES RECEIPT OF NOTICE OF CANCELLATION.**
28. **BUYER'S RIGHT TO CANCEL CONTRACT FOR GOODS OR SERVICES RELATED TO A ROOF SYSTEM OF RESIDENTIAL REAL ESTATE WHERE GOODS OR SERVICES ARE EXPECTED TO BE PAID FROM THE PROCEEDS OF A PROPERTY AND CASUALTY INSURANCE POLICY:** See the attached form for an explanation of this right to cancel, contact information for Contractor and a fully completed form, in duplicate, of a "NOTICE OF CANCELLATION".
29. **Miscellaneous:** Contractor shall not be obligated under this Contract by a salesman's signature. Contractor shall be obligated under this Contract only after Contractor has signed same. Owner certifies that Owner has read the entire contents of this Contract and acknowledges receipt of copy of same. This is the only Contract between Owner and Contractor, and no verbal agreements of any kind shall be binding on the parties hereto.
30. **Photographs and Videos:** Homeowner hereby agrees that all photographs and/or videos before, during and after contracted work shall be the property of the Contractor and may be used in advertisements, promotions and contests.
31. **CONTRACTOR GIVES NOTICE TO OWNER AND OWNER ACKNOWLEDGES RECEIPT OF NOTICE OF CONTRACTOR'S RIGHT TO OFFER TO CURE CONSTRUCTION DEFECTS BEFORE OWNER MAY COMMENCE LITIGATION AGAINST CONTRACTOR. THE NOTICE AND OPPORTUNITY TO REPAIR ACT (KENTUCKY REVISED STATUTES 411.250 THROUGH 411.266) CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR OF YOUR HOME. YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.**
32. Contractor discloses to Owner that Contractor IS or IS NOT (circle one) licensed as a real estate broker or sales associate under Kentucky Revised Statutes, Chapter 324.
33. If the Work is to be performed is on a home that was constructed prior to 1978, then the Contractor must complete and attach to this Contract the form of "Compliance with the EPA's Renovation, Repair, and Painting Rule" which may be obtained from the Home Builders Association of Louisville.

NOTICE: SEE PAGE ONE FOR THE SCHEDULE OF PAYMENTS.

Owner	Date Signed	Salesman	Date Signed
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Owner	Date Signed	Accepted by: Contractor	Date Signed
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Contract For Repairs or Alterations
Page Six

Notice of Cancellation for Contract Solicited at Your Home
Under Federal and Kentucky Law

Date _____

You may cancel this transaction, without any penalty or obligation, within 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 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 expenses 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 _____
(Contractor's Name)

at _____ no later than midnight of _____
Date

I hereby cancel this transaction _____
(buyer's signature)

Notice of Right to Cancel Contract Secured By Your Home

Your Right to Cancel – You are entering into a transaction that will result in a lien and/or security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs later:

- (1) the date of the transaction, which is _____; or
- (2) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien and/or security interest is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien and/or security interest on/in your home has been canceled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

If you cancel any property traded in, any payments made by you under the contract 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.

How to Cancel – If you decide to cancel this transaction, you may do so by notifying us in writing, at

(Contractor's Name)

(Street or Post Office Business Address)

(City, State, Zip)

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (or midnight of the third business day following the later of the two events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature

Date

Contract For Repairs or Alterations

Page Seven

**Notice of Right to Cancel Contract for Goods and Services
Related to a Roof System of Residential Real Estate
where Goods and Services are Expected to be Paid from
Proceeds of a Property and Casualty Insurance Policy**

Owner acknowledges that prior to entering into this Contract Contractor has furnished Owner with the following:

1. The mailing address of Contractor through which written communication may be received is:

_____.

2. The telephone number of Contractor and, if applicable, the facsimile number and e-mail address are:

Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

3. The following statement regarding Owner's right to cancel this Contract:

You may cancel this contract at any time before midnight on the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy. This right to cancel is in addition to any other rights of cancellation you may have under state or federal law or regulation. See the attached Notice of Cancellation form for an explanation of this right.

4. The following ***fully completed*** form of "NOTICE OF CANCELLATION" which Owner may use to notify Contractor of Owner's election to cancel this Contract:

NOTICE OF CANCELLATION

Enter Date of Transaction: _____, 20__

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel this contract without penalty or monetary obligation before midnight of the fifth business day after you have received notice from your insurer. To cancel this transaction you may use any of the following methods: mail or otherwise deliver a signed and dated copy of this cancellation notice, or any other written notice of cancellation which you sign and date, to (enter physical address of roofing contractor)_____, or e-mail a notice of cancellation to (enter e-mail address of roofing contractor)_____, or transmit a notice of cancellation to (enter facsimile number of roofing contractor)_____, not later than midnight of the fifth day after you receive notice from your insurer.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Owners's Signature)