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**CONTRACT FOR REMODELING** (page 1 of 5)

This Contract for Remodeling (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, whose address is \_\_\_\_\_ (“Contractor”) and \_\_\_\_\_, (“Owner”) for remodeling the Owner’s residence located at \_\_\_\_\_ (“Residence”).

**ARTICLE 1**  
**DESCRIPTION OF WORK**

1.1 The Contractor shall provide all labor, materials and supervision necessary to perform the following work (“Work”) on behalf of the Owner in accordance with the plans and specifications (“Plans and Specifications”) and other Contract Documents (defined herein) at the Owner’s Residence. The Work shall specifically include:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 2**  
**APPROVAL OF DEADLINE**

2.1 The Owner and Contractor shall each approve the Plans and Specifications no later than \_\_\_\_\_ (“Approval Deadline”). If the Owner fails to approve the Plans and Specifications by the Approval Deadline, then the Contractor may declare this Agreement to be null and void. All deposits paid by the Owner, less all costs incurred by the Contractor for preparation of the Plans and Specifications, drawings or other Work performed by the Contractor, shall be returned to the Owner and the parties shall be relieved of their respective obligations under this Agreement

**ARTICLE 3**  
**CONTRACT PRICE**

3.1 The Owner shall pay Contractor the sum of \_\_\_\_\_ (dollars) (\$ \_\_\_\_\_) (“Contract Price”) for completion of the Work payable as follows:

A. The deposit (“Deposit”) in the amount of \$ \_\_\_\_\_ shall be paid upon execution of this Agreement by the Owner.

B. The balance of the Contract Price shall be paid as follows:

\_\_\_\_\_  
\_\_\_\_\_

3.2 The Contract Price shall be adjusted for all changes to the Work made by the Owner. The amount of that adjustment shall be specified in each Change Order.

3.3 In the event the Owner requires financing to pay for the Work, the Owner shall provide the Contractor with satisfactory evidence of receipt of such financing prior to the Contractor’s commencement of the Work.

**ARTICLE 4**  
**DATE OF COMMENCEMENT OF WORK**  
**AND SUBSTANTIAL COMPLETION**

4.1 The Contractor shall commence construction of the Work as soon as reasonably practicable after the latest of (i) Approval Deadline; (ii) the date the Owner has paid the Contractor the Deposit; (iii) receipt by the Contractor of Owner’s satisfactory evidence of financing, if required; and (iv) receipt of all appropriate permits for construction of the Work, including the building permit. The Contractor shall not be required to apply for the building permit until it has received items (i), (ii) and (iii) above.

4.2 The Contractor will use its best efforts to complete the Work within \_\_\_\_\_ months after it has commenced construction of the Work. The Contractor shall not be responsible for, and shall have no liability for, delays due to acts of the Owner, or Owner’s agents, acts of God, inclement weather,



This form is for the exclusive use of members of the Home Builders Association of Greater Cincinnati, Inc. strikes, lockouts, material shortages, fire, storm, theft, vandalism or other causes beyond the Contractor's control. The time allowed the Contractor to complete the Work shall be extended by the length of (i) all such delays, (ii) delays occasioned by the Owner's failure to finalize all options selections, and (iii) time extensions specified in signed Change Orders.

## **ARTICLE 5** **CHANGES**

5.1 Any changes to the Plans and Specifications made after the Approval Deadline shall be by written change order ("Change Order") signed by both the Owner and Contractor.

## **ARTICLE 6** **OPTION SELECTIONS**

6.1 The Owner shall make all color and optional item selections as promptly as practicable from the choices offered by the Contractor. All exterior building selections, such as brick, roofing and siding selections shall be completed prior to the Contractor's commencement of the Work. If the Owner delays in completion of the options selections, the Contractor's time to complete construction of Work shall be extending by the length of that delay.

## **ARTICLE 7** **PROGRESS PAYMENTS**

7.1 Contractor, as a condition precedent to receiving a progress payment, shall provide to the Owner (if requested by Owner) Contractor's payment application ("Payment Application"). The Contractor's Payment Application shall specify the amount of money due the Contractor, its subcontractors and material suppliers.

7.2 Payments due and unpaid to the Contractor shall bear interest from the date payment is due at the rate of 0.5% per month or 6% per annum.

## **ARTICLE 8** **FINAL PAYMENT**

8.1 Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid to the Contractor when the Work has been substantially completed in accordance with the Plans and Specifications. Substantial completion of the Work shall mean the date upon which the Contractor receives the final inspection approval of the Work or certificate of occupancy, if appropriate, from the applicable government authority having jurisdiction over the Work. No funds shall be permitted to be placed in escrow at the time of substantial completion notwithstanding that items may then remain to be completed. Uncompleted exterior site Work, such as painting or other items that do not require inspection by the appropriate government authority, shall not prevent substantial completion, and final payment occurring. The Contractor shall use its best efforts to complete such items as promptly as practicable given due consideration to weather, materials availability, and other causes beyond its control.

8.2 The making of final payment shall constitute a waiver of claims by the Owner, except those arising from (i) liens, claims, security interest or encumbrances arising out of this Agreement and which remain unsettled (ii) terms of the Limited Warranty and the Industry Standards Manual as defined herein.

## **ARTICLE 9** **CONTRACT DOCUMENTS**

9.1 The following documents ("Contract Documents") are made apart of and incorporated into this Agreement:

- A. Approved Plans and Specifications;
- B. Signed Change Orders; and
- C. Limited Warranty Policy and Industry Standards Manual established by the Home Builder's Association of Greater Cincinnati as in effect on the date of this Agreement.



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## **ARTICLE 10**

### **OWNER**

10.1 If the Work includes an addition to the Owner's Residence, or if the exterior of the Owner's Residence is required to be altered by the Work, the Owner shall provide the Contractor with a survey of the Owner's lot. The survey shall specifically detail the lot line for the Owner's lot and any required lot set back requirements applicable to the lot. The Contractor, regardless whether or not a survey has been supplied to it, shall not be responsible for any errors in the lot line or lot set back requirements. The Owner shall also be responsible for receiving zoning approval for the Work, if required. The Contractor makes no representations or warranty as to whether or not zoning approval is required for the Work. The Contractor is relying solely upon the representations of the Owner as to whether or not zoning approval is required for the Work.

## **ARTICLE 11**

### **CONTRACTOR**

11.1 The Contractor shall be responsible for payment of all permit or application fees and charges necessary for completion of the Work.

11.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement.

11.3 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution and completion of the Work.

11.4 The Contractor warrants to the Owner that all material used for the completion of the Work will be of good quality and new unless otherwise required, and that the Work will be free from defects not inherent in the Work. The Contractor further warrants that the Work will be the quality required or permitted by the Plans and Specifications and that the Work will conform with the requirements of the Contract Documents. In the event that the Contractor is unable to obtain the exact materials specified in the Contract Document, through the Contractor's ordinary and usual sources of supply, the Contractor shall have the right to substitute materials of similar pattern, design and quality, provided such substitute materials are of equal or greater value to the items specified.

## **ARTICLE 12**

### **INSURANCE**

12.1 The Contractor shall purchase and maintain insurance for the protection from claims under workers' or workmen's compensation acts and other employee benefit acts, which are applicable; claims for damages because of bodily injury, including death; and from claims for damages, other than the Work itself, to the Owner's Property which may arise out of a result of the Contractor's operations under this Agreement.

12.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. In addition, the Owner shall purchase and maintain insurance for their protection against claims, which may arise out of the operation of this Agreement. The Contractor shall not be responsible for purchasing and maintaining any Owner's Liability Insurance.

12.3 The Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be an all risk policy form and shall include the interest of the Owner, the Contractor, and any of the Contractor's subcontractors of the Work. The Owner's insurance shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

12.4 Loss insured under the Owner's property insurance, shall be adjusted with the Owner and made payable to the Owner as a fiduciary for the insureds, as their interest may appear, subject to the requirements of any applicable mortgagee clause the Owner may have in force with its mortgagee.

12.5 The Owner and Contractor waive all right against each other and any of their subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except



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### **ARTICLE 13 TERMINATION OF CONTRACT**

13.1 If the Owner fails to make payment for a period of thirty (30) days after the same is due, and upon seven (7) additional written days notice to the Owner, the Contractor may terminate this Agreement. The Contractor may recover from the Owner payment for the Work performed by the Contractor, including payment for all materials, equipment, tools and construction equipment and machinery, plus the Contractor's reasonable overhead, profit and damages applicable to the Work.

### **ARTICLE 14 LIMITED WARRANTY/CONSTRUCTION STANDARDS**

14.1 The only warranty by which Contractor warrants the Work is the Limited Warranty furnished by Contractor based upon standards established by the Home Builders Association of Greater Cincinnati. Owner hereby acknowledges receipt of a copy of such warranty with the execution of this Agreement.

14.2 If landscaping, seeding or sod is provided pursuant to this Agreement, no warranty, express or implied, is made relative to the life or appearance of same. In the case of appliances installed by the Contractor, such as but not limited to, ranges, refrigerators, furnaces, hot water heaters, etc., Contractor's warranty shall be limited to the installation of said appliances. Contractor shall assign to Owner all express and implied warranties of the major appliance manufacturers and Owner's recourse in the case of defective appliances shall be solely against such manufacturers pursuant to the terms of such assigned warranties. Owner hereby acknowledges review of all major manufacturer's warranties assigned or passed through to the Owner by the Contractor and further understands the terms of these warranties.

14.3 CONTRACTOR MAKES NO WARRANTIES WHICH DO NOT APPEAR ON THIS AGREEMENT EXCEPT THOSE CONTAINED IN THE LIMITED WARRANTY OF CONTRACTOR AS REFERRED TO ABOVE AND CONTRACTOR HEREBY SPECIFICALLY EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE. OWNER HEREBY WAIVES AND RELINQUISHES ANY IMPLIED WARRANTIES THAT MAY EXTEND BEYOND THE TERM OF THE LIMITED WARRANTY. OWNER ACKNOWLEDGES THAT CONTRACTOR SHALL BE ENTITLED TO RELY UPON THIS WAIVER AS A COMPLETE BAR AND DEFENSE AGAINST ANY CLAIMS ASSERTED BY OWNER. All disputes arising hereunder shall be resolved by reference to the said Limited Warranty and shall be governed thereby. The limited warranty period shall commence on the date of the substantial completion of the Work.

14.4 The Owner acknowledges that Owner has read and reviewed a copy of the Industry Standards published by the Home Builders Association of Greater Cincinnati. The Contractor agrees that its warranty is governed by the foregoing manual of the Home Builders Association of Greater Cincinnati in effect as of the date of this Agreement and both parties agree to be bound thereby in all cases of disputes concerning the applicability of coverage. A copy of the Industry Standards manual will be provided the Owner at Owner's request or after the Owner has complied with the provisions of this Agreement.

### **ARTICLE 15 ARBITRATION OF DISPUTES; RIGHT TO CURE**

15.1 ANY CONTROVERSY, CLAIM OR OTHER MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE RESOLVED IN ACCORDANCE WITH THE RESIDENTIAL CONSTRUCTION ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT CONTRACTOR SHALL HAVE THE RIGHT TO ADD ITS SUBCONTRACTORS AND/OR SUPPLIERS AS PARTIES TO THE ARBITRATION. THE PARTIES FURTHER AGREE THAT THE ARBITRATION HEARING SHALL BE CONDUCTED EITHER AT THE SUBJECT RESIDENCE OR THE OFFICES OF THE ARBITRATOR, AS DETERMINED BY THE ARBITRATOR. CONTRACTOR SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE RESIDENCE AT REASONABLE TIMES PRIOR TO THE ARBITRATION



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HEARING FOR PURPOSES OF CONDUCTING INSPECTIONS AND TEST OF THE RESIDENCE. ALL SUCH CONTROVERSIES, CLAIMS OR OTHER MATTERS REGARDING CONSTRUCTION SHALL BE RESOLVED IN ACCORDANCE WITH THE INDUSTRY STANDARDS MANUAL PUBLISHED BY THE HOME BUILDERS ASSOCIATION OF GREATER CINCINNATI AS A STANDARD BY WHICH THE CONTRACTOR’S PERFORMANCE IN CONNECTION WITH CONSTRUCTION MATTERS SHALL BE GOVERNED.

15.2 OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR DWELLING UNIT. AT LEAST SIXTY (60) DAYS BEFORE YOU COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312 OF THE OHIO REVISED CODE, THE CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICK DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO COMMENCE ARBITRATION PROCEEDINGS.

**ARTICLE 16  
OTHER TERMS AND CONDITIONS**

16.1 If the Owner’s Residence is part of a subdivision and is subject to recorded covenants and restrictions concerning the alteration of the Residence, the Owner represents and warrants that the Work will not violate those subdivision covenants and restrictions. If the Work does require approval by any homeowner’s association created for this purpose, the Owner shall be responsible for receiving such approval. The Contractor shall not be responsible in any respect for any of the Work which may be in violation of any subdivision covenants and restrictions, deed restriction or other restrictions which may concern the Work or the Residence.

16.2 This Agreement is binding upon, and shall inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.

16.3 This Agreement, together with the Contract Documents constitutes the entire Agreement between the parties and supersedes all representations, discussions, negotiations, and contracts, oral or written, between the parties or their agents, with respect to the subject matters of this Agreement. No modification or amendment of this Agreement shall be effective unless written and signed by all parties. Where the Owner is both husband and wife, each shall be deemed to be the agent of the other and the signature of one shall bind both for purposes of this Agreement, Change Orders, or any modifications to this Agreement.

**YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT. (SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.)**

**CONTRACTOR**

**OWNER**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_



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### NOTICE OF CANCELLATION

This form is for the exclusive use of members of the Home Builders Association of Greater Cincinnati, Inc.

\_\_\_\_\_  
(Date)

**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 TEN 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 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 PICK THEM UP WITHIN TWENTY 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:**

\_\_\_\_\_  
(Name of seller) AT \_\_\_\_\_ (Address of seller's place of business) NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (date).

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)