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## INSTRUCTIONS — NOT PART OF THE AGREEMENT

### How to Use This Template

This template was built by [jaspector.com](https://jaspector.com) to help New York homeowners protect themselves when hiring a contractor. It covers the key provisions required by New York General Business Law Article 36-A, including escrow requirements, cancellation rights, mechanics' lien protections, and local licensing considerations.

#### Before You Start

1. **Verify the contractor's license.** New York does not have a single statewide contractor license. Licensing is local. In **New York City**, verify the Home Improvement Contractor license through [NYC DCWP](#). In **Nassau, Suffolk, Westchester, Putnam, or Rockland** counties, verify through the county's consumer affairs office. See our [New York license lookup guide](#) for step-by-step help.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. New York law requires a completely filled-in, written contract signed by all parties.
3. **Review each section carefully.** Pay special attention to the New York-specific legal requirements woven throughout the contract — they explain your rights as a homeowner.
4. **Both parties sign.** You and the contractor each get a signed copy before any work starts.
5. **Consult an attorney.** This template is a starting point. For large projects or complex scopes, have a New York-licensed attorney review the agreement.

#### Field-by-Field Guide

- **Section 1 (Parties):** Fill in the legal names exactly as they appear on official documents. Include the contractor's local license number and the licensing jurisdiction (e.g., NYC, Nassau County, etc.).
- **Section 2 (Scope):** Be as specific as possible. "Kitchen remodel" is not enough — list materials (with make and model), dimensions, finishes, and what is excluded. New York law requires material descriptions.
- **Section 3 (Payment):** New York requires the contractor to deposit pre-completion payments into a bank escrow account within five business days, or post a bond. Tie every payment to a completed milestone. For roofing contracts, no deposit is allowed before work begins.
- **Section 4 (Timeline):** Get start and completion dates in writing. You must also specify whether a definite completion date is "of the essence." Fill in the delay penalties.
- **Section 7 (Warranties):** Fill in the warranty period. One year is common; negotiate for more on major work.
- **Section 14 (Exhibits):** Attach all plans, specs, the contractor's license printout, and insurance certificates. Check each box for what you are including.

#### New York Legal Notes

- **Local licensing:** New York City, Westchester, Nassau, Suffolk, Putnam, and Rockland counties all require home improvement contractor licenses. Many upstate municipalities have their own requirements. Always verify the contractor is licensed in the specific jurisdiction where the property is located.
- **Escrow requirement:** Under GBL §771-a, contractors must deposit all pre-completion payments in a New York State bank escrow account within five business days, or post a surety bond or irrevocable letter of credit.
- **Three-day cancellation:** You can cancel any home improvement contract until midnight of the third business day after signing (GBL §771(h)). The contractor must include this notice in the contract.
- **Roofing contracts:** No deposit or payment may be required before work begins, except the roofer may invoice for materials upon delivery to the property.
- **Mechanics' liens:** For single-family homes, a lien must be filed within four months of the last work performed. Request lien waivers with each payment.
- **Permits:** The contractor should pull permits for licensed work. In New York City, the contractor must meet NYC Department of Buildings permit requirements. If a contractor asks the homeowner to pull the permit, that is a red flag.
- **NYC trust fund / bond:** Licensed Home Improvement Contractors in New York City must either enroll in the DCWP Trust Fund or file a \$20,000 surety bond with DCWP. If your property is in NYC, ask the contractor to confirm their trust fund enrollment or bond status.
- **Consumer complaints:** In NYC, file complaints with DCWP at [nyc.gov/consumers](http://nyc.gov/consumers) or call 311. Statewide, file with the NY Attorney General at [ag.ny.gov](http://ag.ny.gov). You can also contact your county's consumer affairs office.

## About Jaspector

Jaspector is an AI-powered property advisory service that helps homeowners navigate construction projects, verify contractors, and resolve disputes. If a dispute arises during your project, we can help you document the issue and build a resolution strategy.

Learn more at [jaspector.com](http://jaspector.com) — or email [hi@jaspector.com](mailto:hi@jaspector.com) to get started.

The instructions above are provided by [jaspector.com](http://jaspector.com) as an educational resource. They are not part of the agreement, do not constitute legal advice, and do not create an attorney-client or endorsement relationship. New York law imposes specific requirements on home improvement contracts (General Business Law Article 36-A), and local jurisdictions may add further obligations. Have this document reviewed by a New York-licensed attorney before use.

# NEW YORK HOMEOWNER-CONTRACTOR AGREEMENT

Template Version 1.0 — March 2026

## 1 Parties

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### Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

### Contractor

Business Name (Legal Entity)

Local License Number

Licensing Jurisdiction

Business Address

Phone

Email

Workers' Comp Policy #

General Liability Policy #

## 2 Scope of Work

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### 2.1 Project Description

Describe the work in specific, measurable detail. Include materials (with make, model number, or other identifying information), methods, dimensions, and reference any plans or specifications attached as exhibits.

### 2.2 Work NOT Included

Explicitly list work excluded from this contract to prevent scope disputes.

### 2.3 Permits and Inspections

- Contractor is responsible for obtaining all required building permits
- Contractor is responsible for scheduling all required inspections
- Permit costs are: Included in contract price / Billed separately at cost

### 2.4 Plans and Specifications

- Attached as Exhibit A (architectural / engineering plans)
- Attached as Exhibit B (material specifications)
- No formal plans — scope defined by Section 2.1 above

### 3 Contract Price and Payment Schedule

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#### 3.1 Total Contract Price

|                           |                 |
|---------------------------|-----------------|
| Total Contract Price      | \$ .....        |
| Sales Tax (if applicable) | \$ .....        |
| Permit Fees (if separate) | \$ .....        |
| <b>Total Amount Due</b>   | <b>\$ .....</b> |

#### 3.2 Payment Schedule

All payments received by the Contractor prior to substantial completion must be deposited into an escrow account in a New York State bank within five (5) business days, or the Contractor must post a surety bond, contract of indemnity, or irrevocable letter of credit (GBL §771-a). The amount of any progress payment must bear a reasonable relationship to the work performed. For roofing contracts, no deposit or payment is permitted before work begins, except for materials upon delivery.

| PAYMENT            | AMOUNT          | TRIGGER (WORK MILESTONE)        |
|--------------------|-----------------|---------------------------------|
| Down Payment       | \$ .....        | Upon signing                    |
| Progress Payment 1 | \$ .....        | .....                           |
| Progress Payment 2 | \$ .....        | .....                           |
| Progress Payment 3 | \$ .....        | .....                           |
| Final Payment      | \$ .....        | Completion and final inspection |
| <b>Total</b>       | <b>\$ .....</b> |                                 |

#### 3.3 Payment Terms

- Payments are due within ..... days of written invoice
- Acceptable payment methods: .....
- No payment shall be due for work not yet performed or materials not yet delivered to the job site
- Final payment is due only after: (a) all work is complete, (b) final inspection is passed (if applicable), and (c) Homeowner has had reasonable opportunity to inspect
- Contractor shall deposit all payments received prior to substantial completion into an escrow account in a New York State bank within five (5) business days and notify Homeowner in writing of the depository name within ten (10) business days (GBL §771-a)

## 4 Project Timeline

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Estimated Start Date

Estimated Completion Date

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The contract must include the approximate dates when work will begin and be substantially completed, including a statement of any contingencies that would materially change the completion date (GBL §771).

- A definite completion date **is** of the essence
- A definite completion date **is not** of the essence

### 4.1 Delays

- Contractor shall notify Homeowner in writing within **48 hours** of any event that may delay the project
- Excusable delays include: weather, permit delays, material shortages, acts of God, government orders
- Non-excusable ..... business days entitle ..... (liquidated ..... % of the total delays exceeding ..... Homeowner to a daily credit ..... damages), not to ..... contract price of \$ ..... exceed
- If the project is not ..... days of the estimated completion date (excluding excusable delays), substantially complete within ..... Homeowner may terminate this contract under Section 9

## 5 Change Orders

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Any changes to the scope, price, or timeline of this contract must be documented in a written Change Order signed by both parties before the changed work begins. All amendments to a home improvement contract must be in writing and signed by all parties; oral agreements to change the scope or price are not enforceable (GBL §771).

Each Change Order shall include:

1. Description of the changed work
2. Addition to or deduction from the contract price
3. Impact on the project timeline
4. Signature of both Homeowner and Contractor

**No verbal agreements will modify this contract.**

## 6 Materials and Workmanship

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### 6.1 Materials

- All materials shall be new unless otherwise specified in writing
- Specific materials, brands, and grades are listed in: Section 2.1 / Exhibit B
- Substitutions require prior written approval from Homeowner
- Contractor warrants that all materials comply with applicable building codes

The contract must include a description of materials to be provided, including make, model number, or other identifying information (GBL §771).

### 6.2 Workmanship Standards

- All work shall be performed in a professional, workmanlike manner
- All work shall comply with applicable New York State building codes and local ordinances
- All work shall conform to the plans, specifications, and scope described in this contract
- Contractor shall maintain a clean and safe job site

### 6.3 Subcontractors

- Contractor **will** use subcontractors
- Contractor **will not** use subcontractors
- If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- All subcontractors performing work that requires a local license must hold a valid, active license for the jurisdiction where the property is located
- Homeowner may request license numbers for any subcontractor working on the project

## 7 Warranties

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### 7.1 Contractor Warranty

Contractor warrants all labor and workmanship for a period of \_\_\_\_\_ year(s) from the date of completion. During this period, Contractor shall repair or correct, at Contractor's expense, any defects in workmanship or materials furnished by Contractor.

### 7.2 Manufacturer Warranties

Contractor shall provide Homeowner with all manufacturer warranties for materials and equipment installed. Contractor shall ensure installations comply with manufacturer specifications to preserve warranty coverage.

### 7.3 Warranty Exclusions

This warranty does not cover:

- Normal wear and tear
- Damage caused by Homeowner negligence or misuse
- Damage caused by third parties or acts of God
- Items specifically excluded in writing

## 8 Insurance and Bonding

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### 8.1 Contractor Insurance Requirements

Contractor shall maintain, at minimum, the following coverage for the duration of the project:

|                                      |   |
|--------------------------------------|---|
| General Liability                    | \$ _____  |
| Workers' Compensation                | Statutory limits (required if Contractor has employees) |
| Automobile Liability (if applicable) | \$ _____  |

- Contractor shall provide certificates of insurance upon request
- Homeowner shall be named as additional insured on the general liability policy
- Contractor must provide proof of workers' compensation coverage or a Certificate of Attestation of Exemption from the New York State Workers' Compensation Board

### 8.2 NYC Home Improvement Contractor Trust Fund / Bond

Licensed Home Improvement Contractors in New York City must either enroll in the DCWP Trust Fund or file a \$20,000 surety bond with DCWP.

- Contractor confirms DCWP Trust Fund enrollment (NYC only)
- Contractor confirms \$20,000 surety bond filed with DCWP (NYC only)
- Not applicable (property is not in New York City)

## 9 Termination

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### 9.1 Homeowner's Right to Terminate

Homeowner may terminate this contract at any time by providing written notice to Contractor. Upon termination:

- Homeowner shall pay for all work satisfactorily completed and materials delivered to the job site as of the termination date
- Contractor shall provide an itemized accounting of all work completed and materials delivered within **10 business days** of termination
- Contractor shall not charge a cancellation penalty exceeding the actual costs reasonably incurred

### 9.2 Contractor's Right to Terminate

Contractor may terminate this contract if:

- Homeowner fails to make a payment due under this contract within ..... days of written notice of default
- Conditions at the job site make the work unsafe or illegal to continue

### 9.3 Three-Day Right to Cancel

**Notice (GBL §771(h)):** The Homeowner has the right to cancel this home improvement contract until midnight of the third (3rd) business day after the day on which the Homeowner signed the contract. Cancellation must be in writing and given to the Contractor. This right does not apply if the Homeowner initiated the contact and the work is needed to meet a bona fide emergency, and the Homeowner provides a separate, dated, signed, handwritten statement describing the emergency and expressly waiving the right to cancel.

**Federal FTC Cooling-Off Rule:** If this contract was signed at the Homeowner's residence or at a location other than the Contractor's permanent place of business, the federal Cooling-Off Rule (16 CFR Part 429) also provides a three-business-day cancellation right for sales over \$25. The Contractor must provide a cancellation notice form.

## 10 Dispute Resolution

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### 10.1 Informal Resolution

The parties agree to attempt informal resolution of any dispute by written notice describing the issue. The other party shall respond in writing within **15 business days**.

### 10.2 Mediation

If informal resolution fails, the parties agree to submit the dispute to non-binding mediation before a mutually agreed mediator. Mediation costs shall be shared equally.

### 10.3 Consumer Complaints

Either party may also file complaints with the applicable consumer protection agency:

- **New York City:** NYC Department of Consumer and Worker Protection (DCWP) at [nyc.gov/consumers](http://nyc.gov/consumers) or call 311
- **Statewide:** New York State Attorney General's Office at [ag.ny.gov](http://ag.ny.gov)
- **County-level:** Contact your county's consumer affairs or consumer protection office

Filing a complaint does not prevent either party from also pursuing legal remedies.

### 10.4 Legal Action

If mediation fails, either party may pursue legal action in the county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

## 11 Mechanics' Lien Notice

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**REQUIRED NOTICE (GBL §771(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."

### 11.1 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a final lien waiver upon final payment
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Monitor the job site for unfamiliar workers or delivery trucks — they may represent subcontractors or suppliers who could file a lien

### 11.2 Lien Filing Deadlines

Under New York Lien Law (Article 2):

- **Single-family dwellings:** A mechanics' lien must be **four (4) months** after the last item of work was performed or materials furnished
- **Other residential properties:** A mechanics' lien must be **eight (8) months** after the last item of work was performed or materials furnished
- A filed lien is valid **one (1) year** unless a foreclosure action is commenced and a notice of pendency filed within that period
- For single-family dwellings, a lien may only be extended by court order

## 12 Additional New York Requirements

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### 12.1 Contract Requirements Under GBL §771

New York law requires that home improvement contracts include:

- The contractor's name, address, telephone number, and license number (if applicable)
- A description of work and materials, including make, model number, or other identifying information
- The agreed-upon price for the work and materials
- Approximate start and completion dates, including contingencies
- Whether a definite completion date is "of the essence"
- A mechanics' lien notice in bold face type (Section 11)
- A notice that the contractor must deposit pre-completion payments in escrow or post a bond
- A notice of the three-day right to cancel
- The contract is in writing and signed by all parties

### 12.2 Notice to Owner

**"You, the owner, have the right to cancel this home improvement contract until midnight of the third business day after the day on which you signed the contract."** — Required notice under GBL §771(h)

### 12.3 Escrow Disclosure

The Contractor is required by New York law to deposit all payments received prior to substantial completion into an escrow account at a bank located in New York State within five (5) business days, or to post a surety bond, contract of indemnity, or irrevocable letter of credit guaranteeing the return or proper application of such payments. The Contractor must notify the Owner in writing of the name of the depository within ten (10) business days (GBL §771-a).

### 12.4 Local Licensing Statement

**New York City:** Home Improvement Contractors are required to be licensed by the NYC Department of Consumer and Worker Protection (DCWP). Questions about a contractor may be directed to DCWP at 311 or [nyc.gov/consumers](http://nyc.gov/consumers).

**Nassau, Suffolk, Westchester, Putnam, Rockland Counties:** Home Improvement Contractors are required to be licensed by the county. Contact your county's consumer affairs or consumer protection office to verify a contractor's license.

**Other jurisdictions:** Check with your local municipality for contractor licensing requirements.

## 13 General Provisions

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### 13.1 Entire Agreement

This contract, including all exhibits and change orders, constitutes the entire agreement between the parties. No prior verbal or written representations shall be binding unless incorporated herein.

### 13.2 Severability

If any provision of this contract is found unenforceable, the remaining provisions shall continue in full force and effect.

### 13.3 Governing Law

This contract shall be governed by the laws of the State of New York.

### 13.4 Notice

All notices under this contract shall be in writing and delivered to the addresses listed in Section 1, by personal delivery, certified mail, or email with confirmed receipt.

### 13.5 Assignment

Neither party may assign this contract without the prior written consent of the other party.

## 14 Exhibits and Attachments

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- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Three-Day Right to Cancel
- Exhibit D: Contractor's License Verification Printout
- Exhibit E: Certificates of Insurance
- Exhibit F: Escrow Account Disclosure
- Additional: .....

## Signatures

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By signing below, both parties acknowledge that they have read, understand, and agree to all terms of this contract.

### Homeowner

Signature

Printed Name

Date

### Homeowner (if jointly owned)

Signature

Printed Name

Date

### Contractor

Signature

Printed Name

Title

Local License #

Date

## New York-Specific Checklist (For Homeowner Use)

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Before signing, confirm:

- Verified contractor's local license is active (NYC DCWP, county consumer affairs, or local authority)
- License applies to the jurisdiction where the property is located
- Workers' compensation coverage confirmed (or valid exemption on file)
- General liability insurance confirmed
- In NYC: contractor's DCWP trust fund enrollment or \$20,000 surety bond confirmed
- Contract includes all GBL §771 required provisions (see Section 12.1)
- Three-Day Right to Cancel notice included in the contract
- Escrow account or bond requirement acknowledged by contractor
- All blank fields in this contract are filled in — no blank spaces
- Received a signed copy of the complete contract before work starts
- Payment schedule tied to work milestones, not calendar dates
- Plans, specs, and material lists are attached or described in detail
- For roofing contracts: no deposit required before work begins

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This template is an educational resource and not legal advice. New York home improvement contract law varies significantly by locality — consult a New York-licensed attorney before executing any construction contract.

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