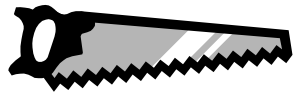


While most home improvement contractors operate an honest business, there are those who engage in deceptive practices and defraud consumers of large sums of money. Don't be taken in by promises of guaranteed performances, quick jobs and bargain prices. Don't allow a salesman to talk you into repairs and improvements you do not actually need or want.



BEWARE OF:

- Unknown or out-of-town contractors. Make certain the contractor has a permanent address in your area, where he can be contacted later if problems arise.
- *Salesmen who will give you a discount if you allow your house to be shown to other prospective purchasers, or salesmen who will give you a discount if you sign immediately.*
- Outfits that offer you a bargain rate because the "equipment is already in the neighborhood," or "we have materials left over from a job down the street."
- *Contractors who use terms like "special introductory offer."*
- Check with your local homebuilders' association, your building supply retailer, the Better Business Bureau, the Chamber of Commerce, and the Bureau of Consumer Protection to see if your contractor is reputable.

- *Check with homeowners who have dealt with the contractors you are considering.*
- Be cautious if high pressure is used to induce you to quickly sign a contract.
- *Be sure to obtain more than one bid for the same job involving exactly the same specifications.*
- Beware of being asked for large deposits that are more than one-half of the total price of the project.

PLANNING YOUR PROJECT

Before selecting a remodeling contractor, you should carefully plan your project from start to finish. For example, if your project involves a room addition, determine exactly what your needs are, how the room is to be used, and what you want the completed job to look like. It is a good idea to coordinate your color schemes, and draw a simple floor plan using miniature tables and chairs to lay out the room arrangement.



Be specific in explaining to the contractor what you want, and be sure to approve any architectural plans that are involved in the remodeling job before the contractor begins the work.

HIRING A CONTRACTOR

It is extremely important to compare costs before making a financial commitment toward any home improvement project. You should solicit at least two or three bids from prospective contractors – bids based upon the same building

specifications, materials, labor, and time needed to complete the project.

Discuss bids in detail with each contractor, making sure you understand the reasons for any variations in the prices.

Ask the remodeling contractor for local references and find out if these customers were satisfied with the contractor's work. If possible, visit and inspect their completed projects.

Find out if the contractor is a member of a professional association that has standards or a code of ethics for remodelers.

Another important matter to consider before hiring a contractor deals with insurance. Ask the contractor if the company is insured against claims covering worker's compensation, property damage, and personal liability in case of accidents. Then call to verify the contractor's insurance coverage after obtaining the name of the carrier and agency.

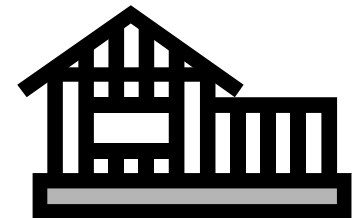
CHECK THE CONTRACT

A home improvement contract should contain the following:

- The contractor's full name, physical address, and telephone number.
- *A thorough description of the work to be done – specifying all materials to be used in terms of quality, quantity, weight, color, size, brand name, etc.*
- Agreed-upon starting and completion dates – **this is very important!**

- *Total cost, with breakdown of labor and material charges.*
- A payment schedule
- *Any warranties and guarantees of workmanship.*
- The method for debris and material removal once the job is finished.
- *A clause which states your right to cancel the contract within three business days if you sign it in your home or at a location other than the contractor's permanent place of business. This clause should also state that the contract is null and void or will be renegotiated if the job uncovers unexpected or hidden problems or damage after work has begun.*

You should make every effort to pay a minimal or no down payment for supplies and services, especially if you have not done business with a contractor in the past. You should not make any payments for incomplete work. Schedule payments at weekly or monthly intervals or after completion of each phase of the project. All of these terms should be spelled out in the contract and clearly understood by both you and the contractor.



CANCELLATION RIGHTS

When you sign a home improvement contract in your home and in the presence of a contractor or contractor's representative, you have three business days in which to change your mind and cancel the contract.



The contractor is required to tell you about your cancellation rights and provide you with any cancellation forms. If you cancel, it is recommended that a notice of cancellation be sent to the contractor by certified mail, with a return receipt requested.

LIEN PROTECTION

For a large remodeling job that involves several subcontractors and a substantial financial commitment, you should protect yourself from liens against your home if the primary contractor does not pay his or her subcontractors or suppliers. You may do this by adding a release-of-lien clause to the contract or by placing your payments in an escrow account until the work is completed.

WARRANTY CLAUSE

Any warranty offered on products by the contractor should be in writing and scrutinized carefully. Make certain you understand all the terms and conditions, including the length of the warranty. The warranty must state whether it is a **FULL** warranty that gives the consumer certain automatic rights or a **LIMITED** warranty that restricts certain consumer rights.

AFTER THE WORK IS COMPLETED

- Inspect the work thoroughly. Work that looks good might still have been performed in a shoddy manner.
- Review the entire project with the contractor.
- Find out about any special provisions you should know concerning maintenance of the work.
- Point out any defects immediately. You may refuse to pay the balance due until the defects have been corrected.
- You may be asked to sign a completion certificate. Do not do so until all work called for in the contract has been done to your satisfaction. Be careful not to sign a completion certificate when you sign the original sales order.



Resources

www.ftc.gov

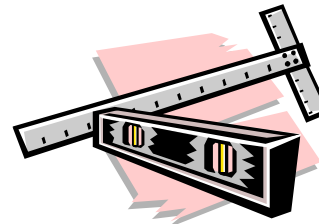
www.NARI.org

www.bbb.org

www.buckscounty.org

Bucks County does not endorse any particular company or organization.

The material in this brochure is for informational purposes only. It is meant to give you general information and not specific legal advice.



*Provided as a public service
by the
Bucks County Commissioners*

HOME IMPROVEMENT

Choosing the Right Contractor



*County of Bucks
Department of
Consumer Protection/
Weights and Measures*

**50 North Main Street, 2nd Floor
Doylestown, PA 18901**

**215-348-7442
1-800-942-2669**

www.buckscounty.org