














Remodeling and Repair Contracts Checklist

Be sure the contract includes the contractor's name, address, and phone number. Also, if applicable, get the repair license number of the city where the job will be done. Some cities will not allow a contractor to take out a permit without a license or registration.

-  Obtain details of what the contractor will and will not do. These may be noted under a section called "notes and qualifying conditions." Include items such as protection of personal property surrounding the job site, daily cleanup and cleanup upon completion of the job.
-  Request specifications of materials to be used in the project. This should include a detailed list of all materials for the project in the contract including size, color, model, brand name and product.
-  Understand the limit to duplication. A contractor may have a clause which stipulates that he/she cannot exactly match surfaces and/or colors in such things as roofing, paint, concrete, etc. Get clarification from your contractor on how this may apply in your case.
-  Find out who is responsible for getting the items that are listed in the allowances. Allowances should be spelled out regarding what they include and what happens if the homeowner goes over or under.
-  Set time perimeters. These should include the approximate start date and substantial completion date.
-  Make sure the contract references all plans and drawings subject to homeowner's approval.
-  Understand the 3 day right of rescision. Federal law requires a contractor to give homeowners a written notice of their right to cancel a contract without penalty within 3 business days of signing it, provided it was solicited at some place other than the contractor's place of business, such as the homeowner's residence.
-  Realize that financial terms need to be spelled out. These should include the total price and payment schedule. Any cancellation penalty should be clear.
-  Verify that the contract includes procedures for handling change orders during the course of the project.
-  Be sure that warranty information, including coverage of materials and workmanship for one year, is written into the contract. Warranty must be identified as either full or limited.
-  Have an arbitration clause in the event of a disagreement.
-  Request a contractor's final lien release to be provided to you at the time you make final payment. These are your assurances that you will not be liable for any third-party claims for nonpayment of materials or subcontractors.
-  Never sign an incomplete contract and always keep a copy.

Make sure you get a copy of the contractor's liability insurance. Also, most contractors in North Texas who do residential repairs may not carry workers' compensation. They do, however, carry accident insurance. THIS IS IMPORTANT IF ONE OF THEIR EMPLOYEES GETS HURT. Ask about Builders Risk Insurance. It may cost you extra, but you need the option of deciding.