

## Sample Contract and Work Scope

After the Participating Contractor and the homeowner agree upon the work to be performed, the Participating Contractor must present the homeowner or a duly authorized representative with a written contract that clearly itemizes all work to be performed and the corresponding price for each measure. A sample contract template has been provided for **reference purposes only**. Participating Contractors are free to use their own standard contract; however, any contract must be signed by both the Participating Contractor and the homeowner/representative. The signed contract must be submitted to the Program.

It is important to emphasize to any prospective customer that Participating Contractors are **independent** home improvement contractors. Participating Contractors are required to maintain certifications for the work they are performing through the Program.

NYSERDA, through its Quality Assurance Implementer inspects a sample of completed EmPower+ projects to ensure quality, consistency and compliance (including adherence to BPI health and safety standards). Participating Contractors must warrant their own work. Neither NYSERDA, the Program Implementation Contractor, nor the Quality Assurance Implementer warrants the products and/or services of the Participating Contractor.

**Sample Contract/Work Scope**  
**HOME IMPROVEMENT COMPANY**

**ADDRESS**  
**CONTRACT**

Homeowner's  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
Job Location \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
Home Performance Contractor's Representative Name \_\_\_\_\_

Approximate Project Start Date \_\_\_\_\_  
Approximate Project Completion Date \_\_\_\_\_  
Does the project need to be completed by a certain date? Yes \_\_\_ No \_\_\_

**DESCRIPTION OF LABOR/MATERIALS & PRICES (subtotals preferred)**

**Insulation (specify surface type, approximate sq ft, material, depth, and scope of work)**

Insulate 800 sq ft of attic floor

\$COST

- Blow cellulose, 12" loose fill on top of existing 3" fiberglass (R-50)
- Baffle as needed to keep insulation out of soffit vents and deter windwash
- Includes building foam board retaining wall around attic hatch
- Includes weather stripping and attaching 2" foam board to attic hatch
- Installation of 3 roof vents

Insulate 200 sq ft of floor behind the knee wall

\$COST

- Drill holes into attic floor to access uninsulated floor cavities
- Blow 6" dense packed cellulose (R-19) into all accessible cavities of the attic floor
- Use wooden plugs to patch drilled holes

Insulate 1000 sq ft of exterior sidewalls

\$COST

Install 3.5" dense packed cellulose (R-12)

Includes remove & reinstall siding, drilling, filling, and clean up

Crawlspace – spray approx 100 sq ft of crawlspace walls with 3" closed cell spray foam

\$COST

General attic air sealing

\$COST

Seal visible air leaks with spray foam or other appropriate material

Seal plumbing and electrical penetrations

Seal other significant leaks as determined by blower door testing

**Windows (specify quantity, type, and where being installed)**

\$COST

Install 2 double hung, triple pane, Low-E Argon windows in MBR

Install 1 ENERGY STAR rated double pane picture window in dining room

Install 4 hopper windows in basement

Install 1 double pane patio door in kitchen, U-.32

**Doors (specify quantity, type, and where being installed)**

\$COST

Remove existing front door and install 1 new ENERGY STAR rated entry door

Install 1 new storm door in front entry

\$COST

**HVAC (include make, model, system specifications, and scope of work)**

Install (Make) natural gas furnace (Model#) 90,000 Btus, 95% AFUE, with ECM motor

\$COST

Furnish and install new supply and return air ductwork

\$COST

Provide and install 1 programmable thermostat

\$COST

Provide and install new chimney liner

\$COST

Install (Make) natural gas (Model#) 40 gallon hot water heater with energy factor of 0.67

\$COST

Install (Make) (Model#) 2.0 ton 14.5 SEER air conditioner

\$COST

**Health & Safety (must specify each measure being performed by contractor)**

Vent existing bath fan

\$COST

Provide and install new CO detector

\$COST

**Lighting (specify type and quantity)**

\$COST

Provide and install 8 20-watt CFLs

**Appliances (include make and model number)**

ENERGY STAR clothes washer (Make) (Model#)

\$COST

ENERGY STAR refrigerator (Make) (Model#)

\$COST

<p><b>SCHEDULE OF PAYMENTS</b> (Contractor to show amount of each payment and specifically identify the state of completion of the works or services to be performed including any materials to be supplied before each such progress payment is due.)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Sub Total \_\_\_\_\_

Tax \_\_\_\_\_

Total Price \_\_\_\_\_

**NOTICE OF CANCELLATION**

The homeowner may cancel this contract at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

**ACCEPTANCE OF CONTRACT**

The condition specifications and prices stated on both sides herein are satisfactory and are hereby accepted. The Contractor is authorized to do the work as specified. Payment will be made as outlined above. A copy of this agreement will be furnished to the homeowner upon signing.

\_\_\_\_\_  
Homeowner's SIGNATURE Date

\_\_\_\_\_  
Contractor's SIGNATURE Date

(Continued)

## ADDITIONAL TERMS, PROVISIONS AND CONDITIONS

1. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement and who is not paid may have a valid legal claim against your property, known as a *Mechanic's Lien*. Any *Mechanic's Lien* filed against your property may be discharged. Payment of the agreed upon price to the Home Performance Contractor prior to filing of a *Mechanic's Lien* may invalidate such lien. The homeowner may contact an attorney to determine his/her rights to discharge a *Mechanic's Lien*.
2. The homeowner may require the recipient or Contractor to deposit the initial advance in an escrow account. In lieu of such deposit, the Contractor may post a bond or contract of indemnity with the homeowner guaranteeing the return of such advance.
3. The Contractor will clean up and remove from the homeowner's property all project-related debris and unwanted materials when the work is completed.
4. The Contractor will carry Workman's Compensation and Contractor's Liability Insurance.
5. The Contractor agrees to procure all required permits in accordance with all applicable local laws. The Contractor is responsible for knowledge of and compliance with all applicable laws, ordinances, rules, and regulations.
6. Any additional home performance work not specified in the original contract must be agreed upon in advance, in writing, signed by both parties. The revised contract must be provided to the homeowner prior to commencing the additional agreed upon work. Prior to work commencing the revised work scope must be approved by the Program. The terms of the original contract shall be incorporated into any additional agreements.
7. In the event that any defects in workmanship or equipment is discovered within one (1) year after payment authorization, the Contractor will remedy, repair, correct, or cause to be remedied, repaired, corrects, or replaced at the Home Performance Contractor's expense. The Contractor shall disclose all terms, conditions and the period of time covered thereby of any guarantee or warranty it offers to the homeowner. The following guarantee/warranty is applicable:

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**NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Enter date of transaction)

The homeowner may cancel this transaction without any penalty or obligation, within three business days from the above date.

If the homeowner cancels, any property traded in, any payments made by the homeowner under the contract or sale, and any negotiable instrument executed by the homeowner will be returned within 10 business days following receipt by the Contractor of the homeowner's cancellation notice, and any security interest arising out of the transaction will be cancelled.

If the homeowner cancels, they must make available to the Contractor at the homeowner's residence, in substantially as good condition as when received, any goods delivered under this contract or sale; or the homeowner may, if they wish, comply with the instruction of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk.

If the homeowner does make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of the homeowner's notice of cancellation, the homeowner may retain or dispose of the goods without any further obligation. If the homeowner fails to make the goods available to the Contractor, or if the homeowner agrees to return the goods to the Contractor and fail to do so, then the homeowner remains liable for performance of all the 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 fax to: (Name of Home Performance Contractor : \_\_\_\_\_)

At (address of Home Performance Contractor's place of business: \_\_\_\_\_)

Not later than midnight of \_\_\_\_\_.

**I HEREBY CANCEL THIS TRANSACTION.**

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

\_\_\_\_\_  
(Homeowner's signature)