



Residential Contractor Agreement

(This sample contract is offered by the Office of Professional Regulation as an example of a contract template that contains the essential elements required by Vermont law. You are not required to use this sample contract. You may tailor contracts to your business needs. Please consult an attorney for legal advice as to the contract form best for your business.)

Homeowners

First Name	MI	Last Name & Title (Jr., Sr., II, III, etc.)
First Name	MI	Last Name & Title (Jr., Sr., II, III, etc.)
Physical Address of Property	Street/Apt #	
	City/State/Zip	
	Country	
Mailing Address if different	Street/Apt #	
	City/State/Zip	
	Country	

Residential Contractor

First Name	MI	Last Name & Title (Jr., Sr., II, III, etc.)
Business Name		License #
Physical Address	Street/Apt #	
	City/State/Zip	
	Country	
Mailing Address if different	Street/Apt #	
	City/State/Zip	
	Country	

I. Parties

This contract is made and entered into on ___/___/___ and specifies the terms of the agreement between _____(homeowner(s)), and _____(residential contractor).

II. Work Dates

Start Date: ___/___/___

Completion Date: ___/___/___

III. The Scope of Work

(A description of the services to be performed and a description of the materials to be used):

IV. Change Order

(A description of how and when amendments to the contract may be approved and documented, as agreed by the parties. The parties shall document an amendment to the contract in a signed writing.)

- V. Price:** Include one of the following provisions for the price of the contract:
- a. maximum price for all work and materials;
 - b. statement that billing and payment will be made on a time and materials basis, not to exceed a maximum price; or,
 - c. a statement that billing and payment will be made on a time and materials basis and that there is no maximum price.

VI. Down Payment

- a. If a contract specifies a maximum price for all work and materials or a statement that billing and payment will be made on a time and materials basis, not to exceed a maximum price, the contract may require a down payment of up to one-half of the cost of labor to the consumer, or one-half of the price of materials, whichever is greater.
- b. If a contract specifies that billing and payment will be made on a time and materials basis and that there is no maximum price, the contract may require a down payment as negotiated by the parties.

VII. Signatures

The contract is not binding upon the contractor or the homeowners until it is signed by all parties.

The residential contractor signing this contract acknowledges that they must comply with State residential building energy standards 30 V.S.A. § 51 and commercial building energy standards 30 V.S.A. § 53.

Dated: ___/___/___ Residential Contractor Signature: _____

Dated: ___/___/___ Homeowner Signature: _____

Dated: ___/___/___ Homeowner Signature: _____