CONNECTICUT DEPARTMENT OF
CONSUMER PROTECTION

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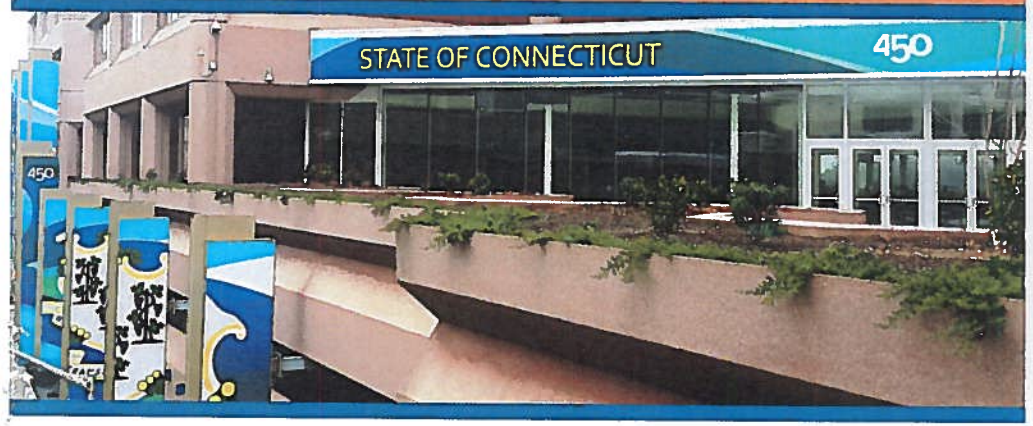
Home Improvement & New Home Construction in Connecticut



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Disclaimer: This manual is designed to assist home improvement and new home construction contractors comply with the law. However, the manual only provides guidance and best practices, and should not be used as a substitute for the law. Readers are welcome to contact the Department of Consumer Protection and are also encouraged to consult with their own attorneys.

Home Improvement Contractor Registrations and Renewals

Home Improvement Contractor Registrations

You must register as a Home Improvement Contractor if:

- You perform work on residential property *(single or multifamily dwellings of six units or less),* condominiums or common interest communities; and
- You charge more than $1,000 for home improvement contracts during any 12 consecutive months.

You do not need to be registered as a Home Improvement Contractor if:

- You work only as a subcontractor for a registered Home Improvement Contractor;
- You only build new houses;
- You only do commercial work; or
- You hold a trade license issued by the state, and the work you are doing is within the scope of that license.

Requirements for New Home Construction Registrations

If you do new home construction, you must obtain a New Home Construction Contractor registration from the Department of Consumer Protection. This is a separate registration from a Home Improvement Contractor. If you get both registrations, you will not have to pay the registration fee for the New Home Construction Contractor registration, but you will have to pay into the New Home Construction Guaranty Fund.

Requirements for Corporations

If you are filing as a corporation in Connecticut, you must be in good standing with the Secretary of the State. If you are incorporated in another state, you are known as a foreign corporation. You must still file with the Secretary of the State to obtain a certificate of authority. We will confirm your standing with the Secretary of the State before approving your application. *Please note you must apply in the exact name of your corporation.*

Requirements for Salespersons

If you are a Home Improvement Contractor and have a salesperson, that person must be registered. If you are a Home Improvement Salesperson, you must be registered. There is a separate application for Home Improvement Salespeople. Applicants must have the contractor certify their employment on the back of their application with the employer's signature and registration number.

For home improvement a "salesperson" means an individual who:

- Negotiates or offers to negotiate a home improvement contract with an owner; or
- Tries to sell the services of a contractor to a homeowner directly or indirectly.

How to Register

You should apply online at www.ct.gov/dcp/apply. If instead you need to print an application or complete a fillable form, you can go to www.ct.gov/dcp. Click on the "Licenses" link at the top of our home page to be directed to "All Licenses, Permits, and Registrations." There, you can find information specific to you.

Be sure to keep your e-mail address up to date with us. You are also required by regulation to keep your mailing address up to date with us.

Renewing Your Registration

- The Department of Consumer Protection will make every effort to notify you when it is time for you to renew your registration, approximately one month before your registration expires. A one-year registration period for Home Improvement Contractors runs from December 1st through November 30th of each year.
- If you do not receive your renewal notice, you are still responsible for renewing this registration if you intend to continue home improvement work.

Remember: It is illegal to perform or offer home improvement work in Connecticut without a valid registration.

You can renew at www.elicense.ct.gov.
Select "Login" in the top right corner of the screen and enter the User ID and Password that appears on your renewal notice.
First time users must also validate an active email address.

Displaying Your Registration Number

As a Home Improvement Contractor, you must display your registration number in all of your advertising, including business cards, display ads, television and newspaper ads, and vehicles.

Use of Trade Names and Displaying your Business Name

If you are operating your business as an individual, you are what is known as a sole proprietor. If you wish to use a trade name, which is "doing business as" or a "d/b/a", you must file a trade name certificate with the town clerk.

If you are a corporation and you use anything other than your correct corporate name, you must also file a trade name certificate with the town clerk where the business is or will be conducted.

If you do not have a trade name certificate on file, you can only use your name or the exact name of your corporation. If you are using a trade name, this must be stated on your application with the Department.

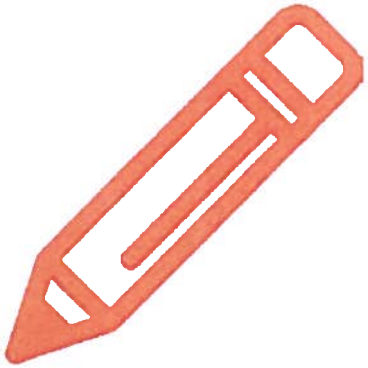
Remember – whether you use your name, your corporate name or a trade name, you must display your registration number at all times.

Penalties

You must register as a Home Improvement Contractor or Salesperson **before** you offer to conduct any business or enter into any contracts.

Performing home improvement work in Connecticut without being registered is a criminal offense, subject to prosecution. You may also be prevented from collecting payment for your work.

In addition, the law allows the Department of Consumer Protection to levy civil penalties up to $1,500.00 per violation if you are not registered.



Home Improvement and New Home Construction Contract Requirements in Connecticut

Contract Requirements

Contract Requirements in the State of Connecticut are simple, and very important to follow. Contracts must have a contractor's name, address and registration number, detail the entire agreement between a contractor and consumer, and be in plain, simple language. You must also make sure you include a notice of cancellation, and the important dates detailed below.

Please see Appendix A of this manual for a detailed contract checklist.

A written estimate is *NOT* a legal contract. Any changes or additions to the contract must be in writing.

1. **Transaction Date**
The date on which the contractor or salesperson and consumer sign the contract is the transaction date. The transaction date must be on the contract and on both copies of the "notice of cancellation" form that are attached to the contract.

2. **Start Date**
The contract must include the start date for the project. To avoid misunderstandings about the start date, you should explain to the homeowner that work on the project may include applying for permits, ordering materials *(that may have to be returned and reordered if they arrive damaged)*, and scheduling subcontractors before beginning work at the job site.

3. **Completion Date**
The contract must include a completion date for the project. You should maintain good communication with a customer at all times, including any changes in the completion date. Changes to your completion date or contract must be in writing.

Notice of Cancellation

Both copies of the "notice of cancellation" must include the date by which the homeowner may cancel the transaction *(no later than midnight of the third business day after the date of the transaction)*.

Both "notice of cancellation" forms must also contain the contractor or seller's name and address.

> ***Remember:*** **Saturday is a business day.**

The 3-Day Cancellation Right

*Consumers are **not** responsible for any work you perform on their property within this three-day cancellation period. The consumer does not have to pay you for this work and can demand that you restore the property to its original condition.*

The duplicate notice of cancellation form attached to the contract must be a complete notice of cancellation rights, printed clearly in a minimum of 10 point and boldface type.

Provide three copies: one copy for you, one copy for the customer to mail in should they choose to cancel, and one copy for the customer to keep for their files. *See Appendix B of this booklet for a sample.*

NOTE: The only exception to the 3-Day Cancellation Right is for a bona fide emergency. The homeowner must be the one to initiate the contract and must make a statement in the homeowner's own writing that they need the goods or services in order to meet a bona fide immediate personal emergency.

New Home Construction Contracts

In every contract, a new home construction contractor must include a provision informing the consumer that they may be used as references for the contractor's work. The consumer may advise the contractor in writing upon execution of the contract that they do not wish to be contacted.

> ***The written notice shall be in capital letters, no less than 10 point boldface type, and may include a statement in the form provided in this booklet as Appendix C.***

The New Home Construction Act

Under the New Home Construction Act, anyone engaged in new home building or offering new home construction services must have a valid registration from the Department of Consumer Protection. Registration is needed before a building permit may be issued.

A new home is defined as a new, single family dwelling, a new two-family unit, or a new condominium unit.

Exceptions to this regulation are:

- Homeowners applying for their own home construction
- Realtors engaging in work under Chapter 392 of the Connecticut General Statutes
- Mobile Home dealers and/or licenses covered under Chapter 412 of the Connecticut General Statutes
- Someone holding a professional or occupational license, registration, or certificate as long as the work being performed is covered by that credential.
- New Home Construction contractors who engage in one or more contracts related to the same new home with a combined value of less than $3,500.
- Salespeople do not need to be registered.

Reminder: If the consumer is acting as their own general contractor for the purpose of building their own home, each contractor who does NOT have a trade license for the work they perform must be registered as a New Home Construction contractor when they enter into a contract with the consumer. This means that all framers, foundation workers, carpet installers, etc. must be registered New Home

The Home Improvement and New Home Construction Guaranty Funds

The Home Improvement Guaranty Fund

The Department of Consumer Protection administers the Home Improvement Guaranty Fund. The Guaranty Fund reimburses consumers who are unable to collect for loss or damages suffered when a registered contractor does not meet their contractual obligations. The Fund can reimburse consumers for up to $15,000.

A homeowner must already have a court judgment or restitution order before applying for reimbursement.

The following is an example of how the fund works:

- A homeowner has a claim against a registered contractor and goes to court. The homeowner is awarded a judgment for $8,000 and seeks to obtain the money from the contractor, only to find that the contractor is "judgment-proof," *(has no money or assets in his name)* or that the contractor can no longer be located.
- A homeowner then retains a marshal to serve a "writ of execution," but receives no response. The homeowner then must be able to prove the writ of execution was served to access the Fund.

For homeowners with legal judgments in such situations, there may be financial support of up to $15,000 from the Home Improvement Guaranty Fund.

Small claims judgments are exempt from the writ requirement. Judgments that qualify for the Fund must be against a contractor who was registered at the time of the contract, within two years prior to the date of the contract, or at the time of the judgment.

In addition to a legal judgment, the consumer must search for real property and bank accounts by having a marshal serve the "writs of execution" on the contractor.

To access the Home Improvement Guaranty Fund, the consumer must apply in writing within **two years** of the date of the legal judgment.

The New Home Construction Guaranty Fund

The Department of Consumer Protection administers the New Home Construction Guaranty Fund to reimburse consumers who are unable to collect for loss from a registered New Home Construction contractor. **A homeowner must already have a court judgment or restitution order before applying for reimbursement.**

If the registered new home builder has no assets or money in their name, or cannot be located, the consumer may apply for reimbursement from the New Home Construction Guaranty Fund.

Homeowners may be eligible to receive up to $30,000, provided the following criteria are met:

- Like the Home Improvement Guaranty Fund, the homeowner must be awarded a court judgment and the registered New Home Construction contractor must be found "judgment proof" *(having no money or assets in their name, or they cannot be located).*
- The homeowner must retain a marshal to serve a "writ of execution." The homeowner is responsible for providing proof it was served and that there was no response.
- The consumer must also have a contractor who was registered at the time of the contract, within two years prior to the date of the contract, or at the time of the judgment.
- To access the fund, the consumer must apply in writing within two years of the date of the court judgment.

You, the Contractor, Must Repay the Guaranty Fund. If the Department makes a payout from any Guaranty Fund under your registration, you will be liable to repay the Guaranty Fund with statutory interest. Failure to repay the fund is a basis for the Department to revoke or deny renewal of your registration.

How the Funds are Generated

When a Home Improvement Contractor registers or renews each year with the Department of Consumer Protection, $100 of the registration/renewal fee goes to the Home Improvement Guaranty Fund. The Home Improvement Guaranty fund is capped at $750,000.

For the New Home Construction Guaranty Fund, a fee of $480 must be paid every two years by registration holders. If not paid, renewal or registration will not be granted.

If you are registered as a Home Improvement Contractor and you also build new homes, you need both registrations. While you will not have to pay the application fee for your New Home Construction registration, you will still have to pay the $480 fee into the New Home Guaranty Fund.

Important Additional Home Improvement Laws

Building Permits

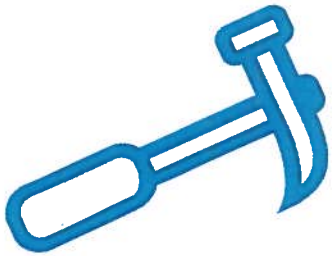
Don't start a project unless you are sure all the necessary building permits have been obtained. While ultimate responsibility to obtain the building permit rests with the homeowner, the homeowner looks to you – the professional – for assistance. If you begin home improvement work without all the appropriate permits required by the town building official, you are in violation of the State's Home Improvement Act.

Building Code

Connecticut has a single building code for the entire state. Individual towns implement it. Specific questions should be brought to the attention of the local building official. An appeal process exists under the building code to handle disputes or code interpretation issues.

Planning and Zoning

There may also be permission needed from the local planning, zoning, inland wetland or other boards for the particular project you are about to do. Check with these boards.



Workers' Compensation

Connecticut law requires that contractors show the local building inspector proof of their workers' compensation coverage when applying for a building permit.

If the person seeking a building permit is a property owner or a sole proprietor who does not intend to act as a general contractor or principal (they do not employ anyone), then this law does not apply to them.

Make sure your subcontractors also carry workers' compensation insurance.

For more information, contact the State Workers' Compensation Commission by visiting wcc.state.ct.us, or calling 1-(800)-223-9675.

Liability Insurance

In addition to Workers' Compensation Insurance, you may also want liability insurance. Liability insurance addresses property damage - yours and that of your customers. Even though there are currently no legal requirements in Connecticut to carry liability insurance, it's wise to do so.

- Make sure your subcontractors also carry liability insurance if required. Get insurance certificates from them, and make sure their coverage is adequate.
- It's important to check with your insurance carrier or broker on how the lack of adequate coverage by your subcontractor may affect you.
- You may be required by your insurance company to pay the difference, if any, between your coverage limits and those of your subcontractors.
- Bonding is not required in Connecticut for residential work and is not customarily used for residential jobs.

The Home Solicitation Sales Act

All home improvement contracts are also covered under the Home Solicitation Sales Act (HSSA), including the 3-day right to cancel the contract.

Service Warranties

As a contractor, you may offer a warranty to customers on your home improvement work. If so, be sure to spell out everything that is and is not covered, and decide how that warranty will be honored if you become ill, or for other reasons are unable to fulfill your obligations.

Remember: All warranties should be in writing.

More information regarding guarantees and warranties can be found in the "Contracting Business Practices" portion of this manual.

Special Environmental Issues: Radon, Asbestos, Lead, and Residential Underground Heating Oil Storage Tank Systems

Radon and Asbestos Testing

Radon exists as a natural by-product of the decay of radioactive minerals in the earth, and exists in almost all homes in different concentrations. Its concentration levels depend on various factors, including the location, air-tightness of the house, and time of the year. Testing for concentrations of radon in the home can be done by the homeowner using various kits, or by professional testers.

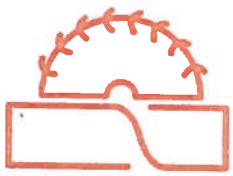
As a Home Improvement Contractor, if you are interested in performing radon mitigation, you should familiarize yourself with the various methods of doing so. If you are interested in radon mitigation work, you may wish to consult your attorney regarding potential liabilities involved, and the proper wording of contracts and warranties for this type of work.

Contractors performing radon mitigation shall:

1. Attend a program approved by the State Commissioner of Public Health and receive a passing score on an examination approved by said Commissioner;
2. Be nationally certified as a radon mitigator by the National Radon Safety Board or the National Radon Proficiency Program;
3. Register with the Department of Consumer Protection as a home improvement contractor; and
4. Submit proof of complying with the above terms for license application and renewal.

Information about radon testing and mitigation can be obtained from the State Department of Public Health at (860) 509-7299 or www.ct.gov/DPH/asbestos.

The State Department of Public Health's Asbestos Program has regulations concerning standards for asbestos abatement, licensing and training requirements for asbestos activities. These regulations pertain to all structures in the state, including private homes.



Connecticut Lead Requirements

Lead Poisoning Prevention and Control regulations have also been enacted by the Department of Public Health.

You should ensure that your contract addresses hazardous materials, what will be done if they are encountered on the job, and who is responsible for the removal.

If you know that these materials exist in a house before you sign a contract to work on the house, be sure to specify who is responsible for their removal and disposal. If it is your responsibility, be sure to include this work in your pricing.

Subcontractors who specialize in removing and disposing of these hazardous materials have the proper protective gear and disposal capabilities, and are the best people to handle these materials.

If you decide to work on removing these materials with your own personnel, State law requires that you make sure they have the proper protective clothing and equipment, that precautions are taken to prevent the spread of these materials to other parts of the house during the removal process, and that you follow proper procedures in disposing of these materials at approved disposal sites.

Again, you may want to consult your attorney concerning the potential liabilities involved in this work and the necessary language that should be included in your contracts if you perform any work involving asbestos or lead-based paint.

Environmental Protection Agency (EPA) Lead Requirements

The EPA's Lead Paint Renovation, Repair, and Painting Program (RRP) is a federal regulatory program currently affecting contractors, property managers, and others who may disturb painted surfaces.

In general, anyone who is paid to perform work that disturbs paint in housing built before 1978 must comply with the lead paint law, including:

- Painters
- Home improvement contractors
- Renovators and remodelers
- Carpenters
- Finish workers
- Landlords, property managers
- Maintenance staff
- Electricians and plumbers
- Window replacement firms

Activities subject to the RRP law are any for-payment remodeling, repair or maintenance, electrical work, plumbing, carpentry and related projects that disturb:

- More than six square feet of interior painted surfaces (per room) during projects on housing, built before 1978;
- More than 20 square feet of painted exterior surfaces during projects on housing, built before 1978;
- Any window replacement.

Exclusions to the RRP

- Housing built after 1977;
- Lead abatement projects;
- Housing for the elderly or disabled, unless a child younger than the age of six lives there or is expected to live there;
- Zero-bedroom dwellings *(studio apartments, dorms).*

Pre-Renovation Requirements

On home improvement / renovation / repair projects, you must:

- Give a copy of the "Renovate Right" pamphlet to the owner and occupants before the renovation starts; and
- Obtain a receipt for the pamphlet.

You must get written confirmation from the property owner and tenants indicating that they have received the Renovate Right pamphlet from you. This may be in the form of:

- A signed receipt;
- Self-certification from the recipient;
- A certificate of mailing from the post office.

IMPORTANT: Federal law requires you to provide a copy of this lead hazard information pamphlet to occupants BEFORE starting work.

You must keep these written confirmations of receipt of the pamphlet for **three years** after completion of the project.

For work in common areas of multi-family housing, you must distribute renovation notices to tenants, or you must post informational signs about the renovation or repair job. The informational signs must:

- Be posted where they will be seen;
- Describe the nature, locations and dates of the renovation;
- Be accompanied by the lead pamphlet or by information on how tenants can get a free copy; and
- Be retained for three years after completion of the project.

Pre-renovation education requirements do not apply to emergency renovations. Emergency renovations include interim controls performed in response to a resident child with an elevated blood-lead level.

Certification and Training

All firms must be certified, and all renovators must be trained. Home improvement, repair and renovation activities subject to the lead paint law must be performed and/or directed by a certified renovator.

Becoming a Certified Renovator

To become a certified renovator, an individual must comply with EPA education requirements.

Workers being supervised by a certified renovator do not need certification, but they must receive on-the-job training from the certified renovator. The certified renovator must document all skills that non-certified workers are taught for any particular job.

Certification allows the renovator to perform renovations in any non- authorized state or Indian tribal area.

More information about EPA Lead programs and requirements can be found at www.epa.gov/lead.

Work Practice Requirements

Lead-safe work practices must be followed. These practices include containing the work area to prevent dust and debris from spreading; prohibiting open-flame burning and the use of power tools without HEPA exhaust control; and thorough clean-up followed by a verification procedure to minimize exposure to lead-based paint hazards.

For more information on lead issues and the EPA you may wish to visit the Department of Public Health's page at EPA Lead: Renovation, Repair and Painting Program.

Removal or Replacement of Residential Underground Heating Oil Storage Tank Systems (UST)

Contractors who do not hold a trade license allowing them to perform the removal of residential underground heating oil storage tank systems must be registered as Home Improvement Contractors and must comply with guidelines.

Contractors must provide evidence of liability insurance coverage of one million dollars. UST contractors must also show evidence of completion of a 40-hour Hazardous Materials Incident Response Operations course (HAZOPER), and eight hours of health and safety training - 29 CFR 1910.120(e), and passage of the International Fire Code Institute Decommissioning Exam.

Please Note: Anyone who disconnects and/or reconnects the oil supply line must hold an appropriate occupational trade license.

Contracting Business Practices

Payments & Pricing

Job Cost Estimating

A challenging part of home improvement is coming up with an accurate estimate of the expenses for a project. If you don't have records yet, get one of the many estimating books on the market. *(You might check with your trade associations for help).* There are computer estimating systems available for all budgets and projects. Get written quotes from your suppliers and subcontractors so your chances of costly errors are minimized. Get a preprinted estimating pad that lists all phases and components of a job.

Determine the cost of your job including materials, labor, insurance, benefits, permits, subcontractors, and others. Determine the percentage of markup necessary to cover your overhead.

When pricing the job, it is important to include the sort of warranted service *(if applicable),* proper and complete cleanup, and other follow-up services.

Historical Job Costing

Keeping cost records of jobs you have done in the past is a necessity if you want to bid future jobs successfully. This means tracking the labor, hours, materials and subcontractors' expenses for every job you do. There are a series of software programs available that make this much easier.

Overhead Calculations

It is important to calculate your overhead, or "fixed costs". These include rent, utilities, maintenance on vehicles and tools, insurance, and other business expenses that need to be paid regularly. In order to assure a profit, remember to include these expenses when costing out a job and offering an estimate.

Payment Schedules

A way to be fair to both consumers and contractors is to agree on a payment schedule which roughly parallels the progress of the work.

The Department encourages consumers to have something to show for their first payment, either the delivery of some materials to the worksite, or some portion of the labor performed.

Payment schedules are important to include in your written contract and should be fair, both to the customer and to you. You must plan a cash flow sufficient to meet your payments to vendors, employees, subcontractors and overhead expenses. You must also remember your quarterly tax payments and insurance premiums, and plan for the cost of any special order materials for each job.

Different contractors may break down progress payments in more or less detail, depending on the job.

Financing Home Improvement Projects

Some contractors take on the financing of their home improvement projects for their customers. If you decide to do this, be aware that the field of credit and financing can be fairly complicated and subject to both state and federal laws.

You should not try to draft your own financing documents. Contact an attorney who is knowledgeable in the fields of mortgages and credit. You must be sure that all your contracts and financing documents comply with both the Federal Truth in Lending Act and all state banking laws.

More information may be obtained by calling the Connecticut Department of Banking, Consumer Credit Division at (860) 240-8299, toll-free at 1-(800) 831-7225, or on the web at www.ct.gov/DOB.

Guarantees and Warranties

To simplify, we will use the term "warranty" throughout this section. A warranty and a guarantee are the same thing.

Warranties are promises. A company may pledge to stand behind its product by promising that if the product proves defective, the company will replace or repair it. **All warranties offered by a contractor should be in writing.**

Consumers often request warranties for services as well. For example, they want assurance that the new redwood deck they hired the contractor to build won't sag or collapse in three months. Some contractors do warrant their work.

There are two basic types of warranties: ***express*** and ***implied***.

An express warranty may be either "full" or "limited." If the word "full" is used:

- The warrantor *(contractor)* must repair or replace it free of charge;
- The product must be repaired within a reasonable time after the consumer complaints;
- If it cannot be fixed *(or has not been fixed after several attempts),* the consumer must choose between a new product or a cash refund; and
- The warranty is good for the specified time, even if ownership changes.

If the word "limited" is used, the warranty may:

- Cover only certain parts of a product; or
- Cover parts, but not labor; or
- Be good for the original owner only; or
- Include a charge for handling or require that the customer pay for shipping to and from the factory for repairs. The customer may be allowed only a prorated refund or credit, depending on the use of the product.

"Lifetime" warranties must state whose life is referred to, if it is other than that of the purchaser or the original user.

Even if there is no express warranty, **Connecticut law recognizes implied warranties, which may apply to the product.**

Under the "implied warranty of merchantability," the seller, merely by offering a product for sale, promises that the product will do what it is sold to do. For example, replacement windows, if properl installed, must keep the elements out of the house. If not, the customer has the right to new windows or a refund of his money.

An "implied warranty of fitness for a particular purpose" means tha a seller's claim as to a product's performance must be accurate. For example:

A homeowner has peeling paint on his house. They discuss it with the painter, describing the problem, the home's paint history and the materials of which the house is constructed. The painter assures the homeowner that Brand X paint will do the job. Soon after the paint job is finished, the paint begins to peel. In this case the homeowner can claim that the particular purpose for which the paint was represented by the contractor was not met.

In Connecticut, the seller's failure to live up to a warranty may provide at least two grounds of legal action:

- The first is called an action for breach of warranty.
- The second is failure to honor a warranty, which is considered an unfair trade practice and violators may be charged under the Connecticut Unfair Trade Practices Act (CUTPA).

Subcontractors

You should be sure that all of your subcontractors have adequate insurance and the proper licenses. *(You should have insurance certificates on file from them).*

Be sure your subcontractors understand the scope of their work on any project. You should have a written contract with your subcontractors, clearly specifying the job and schedule requirements. **As the person contracting with the consumer, you are responsible for all work done, including work by subcontractors.**

Remember, just as the homeowner is cautioned against accepting contractor bids based solely on low price, you should also evaluate your subcontractors on factors other than price.

In addition, you want subcontractors who will respond quickly to repairs for warranted items should the need arise.

You may want to obtain lien waivers from all your subcontractors and suppliers. Give copies to your customer so that they don't need to be concerned about subcontractors' mechanics liens when they have paid you. There are a number of obligations on contractors when they are trying to collect money. Please visit www.jud.ct.gov or contact an attorney for more information.

Consumer Complaints

Listen to your customers. Treat complaints as opportunities to prove how good a business person you really are. Answer your customers' questions and return their telephone calls.

Encourage them to talk to you about their concerns. By making the customer feel that it's safe to bring concerns to you, you'll find that concerns come much earlier in the project and can be resolved more quickly. Some contractors never take the time to discuss problems; they're more interested in completing the job or beginning the next project.

In many cases, a few minutes of honest discussion can settle an issue – or at least let the customer know you will try to resolve the problem.

If your customer already knows a lot about their project, that is great. If not, answer his or her questions as they arise. Remember that the customer's investment is not just a financial one; it is often a personal and emotional one, too.

Call us for help: If you are not clear about the law, call and ask any questions about the Home Improvement Act, the Home Improvement Guaranty Fund, or your registration.

You may contact the Department of Consumer Protection by emailing dcp.tradepractices@ct.gov, or by calling at (860) 713-6100 or Toll-Free at (800) 842-2649.

APPENDIX A

Your Contract Checklist

The contract is not valid and not enforceable against the homeowner unless it contains all of the information below and is entered into by a registered contractor or salesperson. The contractor must provide and deliver to the owner, without charge, a completed copy of the home improvement contract at the time the contract is executed. This checklist will help you make sure everything is covered.

The Basics

- ☐ Contractor Name
- ☐ Contractor Address
- ☐ Contractor HIC Registration Number
- ☐ The Entire Statement of Agreement

Important Contract Dates

- ☐ Transaction Date
- ☐ Start Date
- ☐ Completion Date

Signatures

- ☐ Contractor Signature and Date
- ☐ Homeowner Signature and Date

Notice of Cancellation Information

- ☐ You have verbally informed the consumer about their right to cancel
- ☐ Consumer has been given a detachable "Notice of Cancellation" Form that includes:
  - ☐ Address where cancellation must be sent
  - ☐ The date by which cancellation must be sent

APPENDIX B

Notice of Cancellation

(must be in Bold, 10 point font as shown below.)

DATE OF TRANSACTION: _____

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL 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 TO:

NAME OF SELLER: _____

AT THE ADDRESS OF SELLER OR SELLER'S PLACE OF BUSINESS ***(Please write the mailing address including the business name below):***

_____

_____

_____

NOT LATER THAN MIDNIGHT OF THIS DATE ***(3 business days from cancellation)*** **__/__/____**

I HEREBY CANCEL THIS TRANSACTION:

CONSUMER'S SIGNATURE: _____
DATE:_____
CONSUMER'S NAME:_____
CONSUMER'S EMAIL ADDRESS:_____

APPENDIX C

NEW HOME CONSTRUCTION CONTRACTOR REGISTRATION NOTICE

A CERTIFICATE OF REGISTRATION AS A NEW HOME CONSTRUCTION CONTRACTOR DOES NOT REPRESENT IN ANY MANNER THAT THE CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION ENDORSES THE QUALITY OF THE CONTRACTOR'S NEW HOME CONSTRUCTION WORK OR THE CONTRACTOR'S COMPETENCY TO ENGAGE IN NEW HOME CONSTRUCTION ACCORDINGLY, YOU ARE ADVISED TO:

1) REQUEST FROM THE CONTRACTOR A LIST OF CONSUMERS OF THE LAST 12 NEW HOMES BUILT TO COMPLETION BY THE CONTRACTOR DURING THE PREVIOUS 24 MONTHS, OR IF THE CONTRACTOR HAS NOT CONSTRUCTED AT LEAST 12 NEW HOMES TO COMPLETION DURING THE PRIOR 24 MONTHS, THEN A LIST OF ALL CONSUMERS FOR WHOM THE CONTRACTOR HAS CONSTRUCTED A NEW HOME TO COMPLETION DURING THE PREVIOUS 24 MONTHS.

2) CONTACT SEVERAL INDIVIDUALS ON THE LIST TO DISCUSS THE QUALITY AND TIMELINESS OF THE CONTRACTOR'S NEW HOME CONSTRUCTION WORK, AND

3) CONTACT THE DEPARTMENT OF CONSUMER PROTECTION TO VERIFY THE REGISTRATION INFORMATION PRESENTED BY THE CONTRACTOR AND TO ASCERTAIN THE CONTRACTOR'S COMPLAINT HISTORY WITH THE DEPARTMENT.

IN ADDITION, YOU ARE ADVISED TO DISCUSS WITH THE NEW HOME CONSTRUCTION CONTRACTOR:

1) WHETHER THE CONTRACTOR HAS A CUSTOMER SERVICE POLICY AND IF SO, THE IDENTITY OF THE PERSON DESIGNATED TO ASSIST YOU IN RESOLVING ANY COMPLAINT ABOUT THE CONTRACTOR'S WORK;

2) WHETHER THE CONTRACTOR WILL HOLD YOU HARMLESS FOR WORK PERFORMED BY ANY CONTRACTOR HIRED BY THE CONTRACTOR; AND

3) THE INSTALLATION OF AN AUTOMATIC FIRE EXTINGUISHING SYSTEM.

THIS NOTICE DOES NOT CONTAIN AN EXHAUSTIVE LIST OF THE INQUIRIES YOU SHOULD MAKE BEFORE CONTRACTING WITH A NEW HOME CONSTRUCTION CONTRACTOR. ADDITIONAL INFORMATION TO ASSIST YOU IN YOUR SELECTION OF A NEW HOME CONTRACTOR MAY BE OBTAINED BY CONTACTING THE CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION.

APPENDIX D

A Resource List for Contractors

For Questions Regarding:	Please Contact:	Contact Information:
Registration and Renewals	Consumer Protection License Services Division	(860) 713-6000, license.services@ct.gov
Home Improvement Guaranty Fund	Departments of Consumer Protection Trade Practices	(860) 713-6180, dcp.tradepractices@ct.gov
Building Code & Permits	Local Building Official or State Building Inspector	Check with Town Hall, or Cal (860) 685-8310
Professional & Business Associations	A. Remodeling Contractors Assn., Inc. B. Home Builders Assn. Remodelers Council	A. National: (800) 611-6274 CT chapter: (203) 879-0075 B. (860) 563-4212
Your Contracts	Your Attorney	
Collecting Outstanding Debt from Consumers	Your Attorney or Small Claims Court *(for debts under $5,000)*	Visit jud2.ct.gov/Small_Claims online for more information
Small Business Services	Department of Economic and Community Development	(860) 270-8215 or (800) 392-2122
Environmental Issues *(Radon, Lead, Asbestos, etc.)*	Department of Public Health	(860) 509-7367 Asbestos (860) 509-7299 Lead & Radon