



LUKE A. BRONIN  
MAYOR

# CITY OF HARTFORD

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I. CHARLES MATHEWS  
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## HOMEOWNER CONTRACT REQUIRED BY HOME IMPROVEMENT CONTRACTORS Effective September 6, 2022

### Attention Home Improvement Contractors:

All building permit applications submitted by Home Improvement Contractors **MUST** include a signed copy of your contract with the homeowner. This is the law (Chapter 400\*Sec. 20-429 of the Connecticut General Statutes)

\*See contract requirements below.

### Contract requirements

The law requires that a written, signed and dated contract be prepared for every home improvement job. The contract holds both the homeowner and the contractor accountable for work and payments.

By law, the contract **must** include:

- The contractor's name, address and Connecticut Registration (HIC) number.
- Four key dates: date the contract is signed, work start date, work completion date, the date by which the homeowner may cancel the transaction.
- The entire agreement between the owner and the contractor regarding the work to be done and the contract price including all materials and labor.
- A Notice of the Customer's Right to Cancel within three business days after signing the contract. The Customer's Right to Cancel must be attached to and made part of the contract, and must be in duplicate. The Notice included in the contract must be near the customer's signature and in substantially the following form: **"You the buyer may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction."** NOTE: Saturday is a legal business day in Connecticut.
- The signature of the contractor and the homeowner, and the date each signed the contract.



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- Any work changes or modifications made to the contract as the work proceeds must be marked into the contract and a copy given to the homeowner.

\*See APPENDIX A

## APPENDIX A

**Sec. 20-429. Required contract provisions. Negative option provisions prohibited. Contract considered home solicitation sale. Contractor-financed contract. Recovery of payment for work performed.** (a)(1)(A) No home improvement contract shall be valid or enforceable against an owner unless it: (i) Is in writing, (ii) is signed by the owner and the contractor, (iii) contains the entire agreement between the owner and the contractor, (iv) contains the date of the transaction, (v) contains the name and address of the contractor and the contractor's registration number, (vi) contains a notice of the owner's cancellation rights in accordance with the provisions of chapter 740, (vii) contains a starting date and completion date, (viii) is entered into by a registered salesman or registered contractor, and (ix) includes a provision disclosing each corporation, limited liability company, partnership, sole proprietorship or other legal entity, which is or has been a home improvement contractor pursuant to the provisions of this chapter or a new home construction contractor pursuant to the provisions of chapter 399a, in which the owner or owners of the home improvement contractor are or have been a shareholder, member, partner, or owner during the previous five years.

(B) Each change in the terms and conditions of a contract shall be in writing and shall be signed by the owner and contractor, except that the commissioner may, by regulation, dispense with the necessity for complying with the requirement that each change in a home improvement contract shall be in writing and signed by the owner and contractor.



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(2) A contract for repair, remediation or mitigation as set forth in section 38a-313a shall conform to the requirements set forth in subparagraph (A) of subdivision (1) of this subsection and section 38a-313a.

(b) No home improvement contract shall be valid if it includes any provision obligating the owner to instruct the home improvement contractor, by a date determined by such contractor, that periodic home improvements are not to be performed unless it also includes a provision requiring the contractor to remind the owner of that obligation by means of a card or letter mailed to the owner and postmarked not earlier than twenty days, and not later than ten days, prior to such date.

(c) The contractor shall provide and deliver to the owner, without charge, a completed copy of the home improvement contract at the time such contract is executed.

(d) The commissioner may, by regulation, require the inclusion of additional contractual provisions.

(e) Each home improvement contract entered into shall be considered a home solicitation sale pursuant to chapter 740 and shall be subject to the requirements of said chapter regardless of the location of the transaction or of the signing of the contract. Each home improvement contract in which the owner agrees to repay the contractor an amount loaned or advanced to the owner by the contractor for the purposes of paying for the goods and services provided in such contract, or which contains a finance charge, (1) shall set forth the information required to be disclosed pursuant to the Truth-in-Lending Act, sections 36a-675 to 36a-685, inclusive, (2) shall allow the owner to pay off in advance the full amount due and obtain a partial refund of any unearned finance charge, and (3) may contain a finance charge set at a rate of not more than the rate allowed for loans pursuant to section 37-4. As used in this subsection, "finance charge" means the amount in excess of the cash price for goods and services under the home improvement contract to be paid by the owner for the privilege of paying the contract price in installments over a period of time.



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(f) Nothing in this section shall preclude a contractor who has complied with subparagraphs (A)(i), (ii), (vi), (vii) and (viii) of subdivision (1) of subsection (a) of this section from the recovery of payment for work performed based on the reasonable value of services which were requested by the owner, provided the court determines that it would be inequitable to deny such recovery.