

Excerpt of PA Home Improvement Consumer Protection Act (indicating what contracts need to contain)

§517.7. Home improvement contracts

(a) Requirements.--No home improvement contract shall be valid or enforceable against an owner unless it:

- (1) Is in writing and legible and contains the home improvement contractor registration number of the performing contractor.
- (2) Is signed by all of the following:
 - (i) The owner, his agent or other contracted party.
 - (ii) The contractor or a salesperson on behalf of a contractor.
- (3) Contains the entire agreement between the owner and the contractor, including attached copies of all required notices.
- (4) Contains the date of the transaction.
- (5) Contains the name, address and telephone number of the contractor. For the purposes of this paragraph, a post office box number alone shall not be considered an address.
- (6) Contains the approximate starting date and completion date.
- (7) Includes a description of the work to be performed, the materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and the contractor.
- (8) Includes the total sales price due under the contract.
- (9) Includes the amount of any down payment plus any amount advanced for the purchase of special order materials. The amount of the down payment and the cost of the special order materials must be listed separately.
- (10) Includes the names, addresses and telephone numbers of all subcontractors on the project known at the date of signing the contract. For the purposes of this paragraph, a post office box number alone shall not be considered an address.
- (11) Except as provided in section 12, agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$50,000 and identifies the current amount of insurance coverage maintained at the time of signing the contract.
- (12) Includes the toll-free telephone number under section 3(b).
- (13) Includes a notice of the right of rescission under subsection (b).

(b) Right of rescission.--An individual signing a home improvement contract, except as provided in the emergency provisions of section 7 of the act of December 17, 1968 (P.L. 1224, No. 387), known as the Unfair Trade Practices and Consumer Protection Law, shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing.

(c) Copy to be provided.--A contractor or salesperson shall provide and deliver to the owner, without charge, a completed copy of the home improvement contract at the time the contract is executed which shall contain all required notices.

(d) through (g) - Omitted for purposes of this web page discussion.