

Homeowner's Rights

A homeowner's rights under the Home Improvement Contractor Law (MGL chapter 142A) and other consumer protection laws (i.e. MGL chapter 93A) may not be waived in any way, even by agreement. However, homeowners may be excluded from certain rights if the contractor they choose is not properly registered as prescribed by law. Homeowners who secure their own building permits are automatically excluded from all Guaranty Fund provisions of the Home Improvement Contractor Law. The contractor is responsible for completing the work as described, in a timely and workmanlike manner. Homeowners may be entitled to other specific legal rights if the contractor guarantees or provides an express warranty for workmanship or materials. In addition to guarantees or warranties provided by the contractor, all goods sold in Massachusetts carry an implied warranty of merchantability and fitness for a particular purpose. An enumeration of other matters on which the homeowner and contractor lawfully agree may be added to the terms of the contract as long as they do not restrict a homeowner's basic consumer rights. If you have questions about your consumer/homeowner rights, contact the Consumer Information Hotline (listed below).

Execution of Contract

The contract must be executed in duplicate and should not be signed until a copy of all exhibits and referenced documents have been attached. Parties are also advised not to sign the document until all blank sections have been filled in or marked as void, deleted, or not applicable. One original signed copy of the contract with attachments is to be given to the owner and the other kept by the contractor. Any modification to the original contract must be in writing and agreed to by both parties. Contracted work may not begin until both parties have received a fully executed copy of the contract, and the three day rescission period has expired.

Accelerated Payments

A contractor may not demand payments in advance of the dates specified on the payment schedule in cases where the homeowner deems him/herself to be financially insecure. However, in instances where a contractor deems him/herself to be financially insecure, the contractor may require that the balance of funds not yet due be placed in a joint escrow

account as a prerequisite to continuing the contracted work. Withdrawal of funds from said account would require the signatures of both parties.

Additional Information

If you have general questions or need additional information about the Home Improvement Contractor Law or other consumer rights, or if you wish to obtain a free copy of "A Massachusetts Consumer Guide to Home Improvement" contact:

Consumer Information Hotline

Office of Consumer Affairs and Business Regulation

10 Park Plaza, Room 5170, Boston, MA 02116

617 – 973 -8787, 888 – 283 – 3757 or visit the OCABR website at

<http://www.mass.gov/ocabr/>

If you want to verify the registration of a contractor or if you have questions or need additional information specifically about the contractor registration component of the Home Improvement Contractor Law, contact:

Director of Home Improvement Contractor Registration

Office of Consumer Affairs and Business Regulation

10 Park Plaza, Room 5170, Boston, MA 02116

617 – 973 - 8787, 888 – 283 - 3757 or visit the HIC website at

<http://www.mass.gov/ocabr/>

Go online to view the status of a Home Improvement Contractor's Registration: <http://db.state.ma.us/homeimprovement/licenseelist.asp> For assistance with informal mediation of disputes or to register formal complaints against a business, call:

Consumer Complaint Section

Office of the Attorney General

617 – 727 -8400

AND/OR

Better Business Bureau

508-652-4800, 508-755-2548 or 413 – 734 - 3114