

TOWN OF SALISBURY
 Inspections Department
 Salisbury Town Hall
 5 Beach Road
 Salisbury, Massachusetts 01952
 (978) 462-7839

FOR OFFICIAL USE
Permit No _____
Fee _____
Check No _____

APPLICATION FOR PLAN EXAMINATION AND BUILDING PERMIT

- Building Permit** The Massachusetts State Building Code 8th Edition prohibits the erection, conversion, repair, alteration, or enlargement of any building or structure – or the installation, alteration, or enlargement of any of the mechanical service equipment (electrical, plumbing, heating, gas systems) without first obtaining the necessary and required permits.
- Building Plans** The Massachusetts State Building Code 8th Edition requires that an application for permits be accompanied by at least three (3) complete sets of dimensioned plans and specifications showing all necessary details to enable the BUILDING INSPECTOR to determine if the proposed work will be in compliance with the building code.
- Building Permit Fees** New Construction, Renovation, Addition, Alteration, Outbuilding, Garage and Barn
 \$10.00 per \$1000
- Residential - Roofing, Siding, and Windows
 \$75.00 up to \$10,000 cost of construction \$10.00 per \$1000 over \$10,000 cost of construction.
- Commercial – Roofing, Siding, and Windows
 \$150.00 up to \$10,000 cost of construction \$10.00 per \$1000 over \$10,000 cost of construction.
- Above Ground Swimming Pools / In Ground Swimming Pools
 \$75.00 up to \$10,000 cost of construction \$10.00 per \$1000 over \$10,000 cost of construction
- | | |
|---|-----------------------------|
| Demolition | \$75.00 Same as above costs |
| Solid Fuel Burning Appliance, Chimney and Fireplace | \$50.00 |
| Certificate of Occupancy | \$50.00 |
| If dwelling / business is occupied without a Certificate of Occupancy | \$100.00 |
| Minimum Fee | \$50.00 |
| Lost Permit Card | \$50.00 |
| Reinspection Fee | \$50.00 |
- Required Inspections** The Massachusetts State Building Code 8th Edition requires one (1) copy of the approved plans and specifications together with the work or building permit to be kept at the site/work area of operation at all times during the process of the work authorized by the BUILDING INSPECTOR. It is the responsibility of the person obtaining the permit to notify the BUILDING INSPECTOR when the work is ready for inspection and no work should be covered before it has been inspected and approved. REQUESTS FOR INSPECTIONS are usually required in accordance with the following schedule:
- 1st Footings after forms are set and prior to the placement of concrete
 - 2nd Footing after placement of concrete.
 - 3rd Foundation walls seal coated, perimeter drains (where applicable) and prior to backfilling.
 - 4th Rough framing, venting and fire caulking prior to the application of insulation or interior wall coverings and after plumbing, gas and electrical work has been signed off and approved.
 - 5th Insulation.
 - 6th Final inspection prior to permitted use and occupancy and after plumbing, gas and electrical work has been signed off and approved.

And on such special occasions as the BUILDING INSPECTOR may designate.



The Commonwealth of Massachusetts
 Board of Building Regulations and Standards
 Massachusetts State Building Code, 780 CMR, 8th edition
 Building Permit Application To Construct, Repair, Renovate Or Demolish a
One- or Two-Family Dwelling

FOR
 MUNICIPALITY
 USE
 Rev. 06.26.2013

This Section For Official Use Only

Building Permit Number: _____ Date Applied: _____

Signature: _____
 Building Commissioner/ Inspector of Buildings Date

SECTION 1: SITE INFORMATION

1.1 Property Address: _____
 1.1a Is this an accepted street? yes _____ no _____

1.2 Assessors Map & Parcel Numbers
 Map Number _____ Parcel Number _____

1.3 Zoning Information:
 Zoning District _____ Proposed Use _____

1.4 Property Dimensions:
 Lot Area (sq ft) _____ Frontage (ft) _____

1.5 Building Setbacks (ft)

Front Yard		Side Yards		Rear Yard	
Required	Provided	Required	Provided	Required	Provided

1.6 Water Supply: (M.G.L c. 40, §54)
 Public Private

1.7 Flood Zone Information:
 Zone: _____ Outside Flood Zone?
 Check if yes

1.8 Sewage Disposal System:
 Municipal On site disposal system

SECTION 2: PROPERTY OWNERSHIP¹

2.1 Owner¹ of Record:

Name (Print) _____ Address for Service: _____
 Signature _____ Telephone _____

SECTION 3: DESCRIPTION OF PROPOSED WORK² (check all that apply)

New Construction Existing Building Owner-Occupied Repairs(s) Alteration(s) Addition
 Demolition Accessory Bldg. Number of Units _____ Other Specify: _____

Brief Description of Proposed Work²: _____

SECTION 4: ESTIMATED CONSTRUCTION COSTS

Item	Estimated Costs: (Labor and Materials)	Official Use Only
1. Building	\$ _____	1. Building Permit Fee: \$ _____ Indicate how fee is determined: <input type="checkbox"/> Standard City/Town Application Fee <input type="checkbox"/> Total Project Cost ³ (Item 6) x multiplier _____ x _____ 2. Other Fees: \$ _____ List: _____ Total All Fees: \$ _____ Check No. _____ Check Amount: _____ Cash Amount: _____ <input type="checkbox"/> Paid in Full <input type="checkbox"/> Outstanding Balance Due: _____
2. Electrical	\$ _____	
3. Plumbing	\$ _____	
4. Mechanical (HVAC)	\$ _____	
5. Mechanical (Fire Suppression)	\$ _____	
6. Total Project Cost:	\$ _____	

SECTION 5: CONSTRUCTION SERVICES

<p>5.1 Licensed Construction Supervisor (CSL)</p> <p>_____</p> <p>Name of CSL- Holder _____</p> <p>Address _____</p> <p>Signature _____</p> <p>Telephone _____</p>	<p>License Number _____ Expiration Date _____</p> <p>List CSL Type (see below) _____</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>U</td> <td>Unrestricted (up to 35,000 Cu. Ft.)</td> </tr> <tr> <td>R</td> <td>Restricted 1&2 Family Dwelling</td> </tr> <tr> <td>M</td> <td>Masonry Only</td> </tr> <tr> <td>RC</td> <td>Residential Roofing Covering</td> </tr> <tr> <td>WS</td> <td>Residential Window and Siding</td> </tr> <tr> <td>SF</td> <td>Residential Solid Fuel Burning Appliance Installation</td> </tr> <tr> <td>D</td> <td>Residential Demolition</td> </tr> </tbody> </table>	Type	Description	U	Unrestricted (up to 35,000 Cu. Ft.)	R	Restricted 1&2 Family Dwelling	M	Masonry Only	RC	Residential Roofing Covering	WS	Residential Window and Siding	SF	Residential Solid Fuel Burning Appliance Installation	D	Residential Demolition
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<p>5.2 Registered Home Improvement Contractor (HIC)</p> <p>_____</p> <p>HIC Company Name or HIC Registrant Name _____</p> <p>Address _____</p> <p>Signature _____ Telephone _____</p>	<p>_____</p> <p>Registration Number _____</p> <p>_____</p> <p>Expiration Date _____</p>
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SECTION 6: WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152. § 25C(6))

Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the Issuance of the building permit.

Signed Affidavit Attached? Yes No

SECTION 7a: OWNER AUTHORIZATION TO BE COMPLETED WHEN OWNER'S AGENT OR CONTRACTOR APPLIES FOR BUILDING PERMIT

I, _____, as Owner of the subject property hereby authorize _____ to act on my behalf, in all matters relative to work authorized by this building permit application.

Signature of Owner _____ Date _____

SECTION 7b: OWNER¹ OR AUTHORIZED AGENT DECLARATION

I, _____, as Owner or Authorized Agent hereby declare that the statements and information on the foregoing application are true and accurate, to the best of my knowledge and behalf.

Print Name _____

Signature of Owner or Authorized Agent _____ Date _____

(Signed under the pains and penalties of perjury)

NOTES:

1. An Owner who obtains a building permit to do his/her own work, or an owner who hires an unregistered contractor (not registered in the Home Improvement Contractor (HIC) Program), will ***not*** have access to the arbitration program or guaranty fund under M.G.L. c. 142A. Other important information on the HIC Program and Construction Supervisor Licensing (CSL) can be found in 780 CMR Regulations 110.R6 and 110.R5, respectively.
2. When substantial work is planned, provide the information below:

Total floors area (Sq. Ft.) _____	(including garage, finished basement/attics, decks or porch)
Gross living area (Sq. Ft.) _____	Habitable room count _____
Number of fireplaces _____	Number of bedrooms _____
Number of bathrooms _____	Number of half/baths _____
Type of heating system _____	Number of decks/ porches _____
Type of cooling system _____	Enclosed _____ Open _____
3. "Total Project Square Footage" may be substituted for "Total Project Cost"

HOMEOWNER LICENSE EXEMPTION

Job Location _____
street address

Homeowner _____
name home phone work phone

Current Mailing Address _____
city/town state zip code

Massachusetts Amendments to the International Building Code Eighth Edition 110. R5.1.3.1 (formally 780 CMR 108.3.5)

110. R5.1.3.1. Individuals supervising persons engaged in construction, reconstruction, alteration, repair, removal or demolition involving any activity regulated by any provision of 780 CMR, shall be licensed in accordance with 780 CMR 110.R5. Individuals engaged in the supervision of the field erection of manufactured buildings in accordance with 780 CMR 110.R3, shall be licensed as construction supervisors.

Exception. Any homeowner performing work for which a building permit is required shall be exempt from the licensing provisions of 780 CMR 110.R5, provided that if a homeowner engages a person(s) for hire to do such work, then such homeowner shall act as supervisor. This exception shall not apply to the field erection of a manufactured buildings constructed pursuant to 780 CMR 110.R3.

Note. Any Licensed Construction Supervisor who contracts to do work for a homeowner shall be responsible for performing said work in accordance with 780 CMR and manufacture’s recommendations, as applicable, whether or not the licensed contractor secured the permit for said work.

DEFINITION OF HOMEOWNER

For the purposes of 780 CMR The Massachusetts Amendments to the International Building Code Eighth Edition a **HOMEOWNER** is defined as follows: Person(s) who owns a parcel of land on which he/she resides or intends to reside, on which there is, or intends to be, a *one or two family dwelling*, attached or detached structures accessory to such use and/or farm structures. A person who constructs more than one home in a two-year period shall not be considered a **HOMEOWNER**.

110.R5.1.3.2 Exemptions. A construction supervisor’s license is not required for:

1. Construction of swimming pools, the erection of signs, the erection of tents;
2. Projects which are subject to construction control pursuant to Chapter 1 of the *International Building Code 2009* with Massachusetts Amendments (780 CMR 1.00);
3. Agricultural buildings which are not open to the public or otherwise made available for public use;
4. *Registered design professionals* provided such comply with the construction supervisor oversight requirements set forth in 780 CMR 110.R5 generally and 750 CMR 110.R5.2.12, as applicable;
5. Massachusetts certified *building officials*, provided such certification is current and they comply with the oversight requirements of 780 CMR 110.R5 generally and 780 CMR 110.R5.2.12, as applicable.
6. The practice of any trade licensed by agencies of the commonwealth (*see* M.G.L. c. 112, § 81R), provided that any such work is within the scope of said license including, but not limited to wiring, plumbing gas fitting, fire protection systems, pipefitting, HVAC and refrigeration equipment.

The undersigned **HOMEOWNER** assumes responsibility for compliance with the Massachusetts State Building Code Eighth Edition and other applicable codes, by-laws, rules and regulations AND certifies that he/she understands the Town of Salisbury Building Department minimum inspection procedures and requirements and that he/she will comply with said procedures and requirements.

HOMEOWNER’S SIGNATURE _____

APPROVAL OF BUILDING INSPECTOR _____

Note: Three family dwellings 35,000 cubic feet, or larger, will be required to comply with the State Building Code Section 116.1 Construction Control.

DEBRIS DISPOSAL CERTIFICATE

RESTRICTIONS ON THE ISSUANCE OF BUILDING PERMITS
MGL c. 40, S 54, Added by c. 584, S 9 of the Acts of 1987

Every city or town shall require, as a condition of the issuing of a building permit or license for the demolition, renovation, rehabilitation, or other alteration of a building or structure, that the debris resulting from such demolition, renovation, rehabilitation, or alteration be disposed of in a properly licensed waste disposal facility as defined by section one hundred and fifty A of chapter one hundred and eleven. Any such permit or license shall indicate the location of the facility at which the debris is to be disposed. If for any reason the debris will not be disposed of as indicated the permittee or licensee shall notify the issuing authority as to the location where the debris will be disposed. The licensing authority shall amend the permit or license to so indicate.

Note: THIS REQUIREMENT DOES NOT APPLY TO NEW CONSTRUCTION

AFFIDAVIT

In accordance with the provisions of MGL c 40, S 54, a condition of Building Permit Number _____ is that the debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by MGL c 111, S 150A.

PROPERTY ADDRESS

The debris will be disposed of in: _____

LOCATION OF FACILITY

Signature of Applicant

Date

In case of municipal, commercial, industrial, multi-unit housing construction, the contractor may not know the dumpster subcontractor at the time of building permit application. In such cases, the attached AFFIDAVIT can be used.

AFFIDAVIT

As a result of the provisions of MGL c 40, S 54, I acknowledge that as a condition of Building Permit number _____ all debris resulting from the construction activity governed by this Building Permit shall be disposed of in a properly licensed solid waste disposal facility, as defined by MGL c 111, S 150A.

I certify that I will notify the Building Official by _____ (two months maximum) of the location of the solid waste disposal facility where the debris resulting from the said construction activity shall be disposed of, and I shall submit the appropriate form for attachment to the Building Permit.

PROPERTY ADDRESS

Date

Signature of Permit Applicant

Name of Permit Applicant

Firm Name, if any

Address

BUILDING PERMIT CLEARANCE FORM

Owner: _____

Applicant: _____

Address: _____

Description of Work: _____

For Official Use Only

Assessors' Map # _____ Parcel # _____ Land Area _____ FF _____

New Lot – Y / N Effective FY _____ Split From – Map# _____ Parcel # _____

Prior to the issuance of any Permit/License, the applicant for said Permit/License must obtain sign-offs from the following Departments as applicable:

Assessor _____ Date _____
978-465-8242

Treasurer / Collector _____ Date _____
978-465-0331

DPW _____ Date _____
978-463-0656

Water Department _____ Date _____
978-463-0656

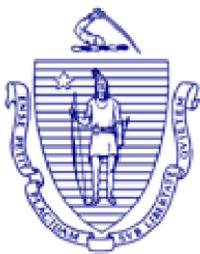
Sewer Department _____ Date _____
978-465-1430

Conservation Commission _____ Date _____
978-499-0358

Health Department _____ Date _____
978-462-3430

Fire Department _____ Date _____
978-462-3631

Note Roofing, Siding, Door /Window Installations, Solid Fuel Burning Appliances and work minor in nature will require the following signoffs: Assessor and Treasurer / Collector.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): _____

Address: _____

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
- 3. I am a homeowner doing all work myself. [No workers' comp. insurance required.] †
- 4. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
- 5. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

- 6. New construction
- 7. Remodeling
- 8. Demolition
- 9. Building addition
- 10. Electrical repairs or additions
- 11. Plumbing repairs or additions
- 12. Roof repairs
- 13. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attach an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: _____

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Job Site Address: _____ City/State/Zip: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector

6. Other _____

Contact Person: _____ Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**"

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply sub-contractor(s) name(s), address(es) and phone number(s) along with their certificate(s) of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary) and under "Job Site Address" the applicant should write "all locations in _____ (city or town)." A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE

Fax # 617-727-7749

www.mass.gov/dia

Massachusetts Home Improvement Sample Contract

This form satisfies all basic requirements of the state's Home Improvement Contractor Law (MGL chapter 142A), **but does not include standard language to protect homeowners. Seek legal advice if necessary.** Any person planning home improvements should first obtain a copy of "A Massachusetts Consumer Guide to Home Improvement" before agreeing to any work on your residence. You may obtain a free copy by calling the Office of Consumer Affairs and Business Regulation's Consumer Information Hotline at 617-973-8787 or 1-888-283-3757 or on our website.

Homeowner Information

Contractor Information

Name	Company Name		
Street Address (do not use a Post Office Box address)	Contractor/ Salesperson/ Owner Name		
City/Town State Zip Code	Business Address (must include a street address)		
Daytime Phone Evening Phone	City/Town	State	Zip Code
Mailing Address (If different from above)	Business Phone	Federal Employer ID or S.S. Number	
	Law requires that most home improvement contractors have a valid registration number	Home Improvement Contractor Reg. Number	Expiration date

The Contractor agrees to do the following work for the Homeowner:

(Describe in detail the work to be completed, specifying the type, brand, and grade of materials to be used, use additional sheets if necessary.)

<p>Required Permits - The following building permits are required and will be secured by the contractor as the homeowner's agent: (Owners who secure their own permits will be excluded from the Guaranty Fund provisions of MGL chapter 142A.)</p>	<p>Proposed Start and Completion Schedule - The following schedule will be adhered to unless circumstances beyond the contractor's control arise</p> <p>_____ Date when contractor will begin contracted work.</p> <p>_____ Date when contracted work will be substantially completed.</p>
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Total Contract Price and Payment Schedule

The Contractor agrees to perform the work, furnish the material and labor specified above for the total sum of: _____ (*)

Payments will be made according to the following schedule:

- \$ _____ upon signing contract (not to exceed 1/3 of the total contract price or the cost of special order items, whichever is greater)
- \$ _____ by ____/____/____ or upon completion of _____
- \$ _____ by ____/____/____ or upon completion of _____
- \$ _____ upon completion of the contract. (Law forbids demanding full payment until contract is completed to both party's satisfaction)

The following material/equipment must be special ordered before the contracted work begins in order to meet the completion schedule. (**)

\$ _____ to be paid for _____
\$ _____ to be paid for _____

NOTES: (*) Including all finance charges (**) Law requires that any deposit or down-payment required by the contractor before work begins may not exceed the greater of (a) one-third of the total contract price or (b) the actual cost of any special equipment or custom made material which must be special ordered in advance to meet the completion schedule.

Express Warranty - Is an express warranty being provided by the contractor? No Yes (all terms of the warranty must be attached to the contract)

Subcontractors - The contractor agrees to be solely responsible for completion of the work described regardless of the actions of any third party/subcontractor utilized by the contractor. The contractor further agrees to be solely responsible for all payments to all subcontractors for materials and labor under this agreement

Contract Acceptance - Upon signing, this document becomes a binding contract under law. Unless otherwise noted within this document, the contract shall not imply that any lien or other security interest has been placed on the residence. Review the following cautions and notices carefully before signing this contract.

- Don't be pressured into signing the contract. Take time to read and fully understand it. Ask questions if something is unclear.
- Make sure the contractor has a valid Home Improvement Contractor Registration. The law requires most home improvement contractors and subcontractors to be registered with the Director of Home Improvement Contractor Registration. You may inquire about contractor registration by writing to the Director at 10 Park Plaza, Room 5170, Boston, MA 02116 or by calling 617-973-8787 or 888-283-3757.
- Does the contractor have insurance? Ask the Contractor for his insurance company information so that you can confirm coverage, or ask to see a copy of a "proof of insurance" document.
- Know your rights and responsibilities. Read the Important Information on the reverse side of this form and get a copy of the Consumer Guide to the Home Improvement Contractor Law.

You may cancel this agreement if it has been signed at a place other than the contractor's normal place of business, provided you notify the contractor in writing at his/her main office or branch office by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement. See the attached notice of cancellation form for an explanation of this right.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES!!!

Two identical copies of the contract must be completed and signed. One copy should go to the homeowner. The other copy should be kept by the contractor.

Homeowner's Signature

Contractor's Signature

Date

Date

Contractor Arbitration

The Home Improvement Contractor Law provides homeowners with the right to initiate an arbitration action (as an alternative to court action) if they have a dispute with a contractor. The same right is not automatically afforded to a contractor, however. The contractor would have to resolve any dispute he/she has with a homeowner in court unless both parties agree to the **optional** clause provided below. This clause would give the contractor the same right to arbitration as is afforded to the homeowner by the Home Improvement Contractor Law.

The contractor and the homeowner hereby mutually agree in advance that in the event the contractor has a dispute concerning this contract, the contractor may submit the dispute to a private arbitration firm which has been approved by the Secretary of the Executive Office of Consumer Affairs and Business Regulation and the consumer shall be required to submit to such arbitration as provided In Massachusetts General Laws, chapter 142A.

Homeowner's Signature

Contractor's Signature

NOTICE: The signatures of the parties above apply only to the agreement of the parties to alternative dispute resolution initiated by the contractor. The homeowner may initiate alternative dispute resolution even where this section is not separately signed by the parties.

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

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE 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 INSTRUMENTS EXECUTED BY YOU WILL BE RETURNED WITHIN TEN 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 TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE 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 DESPOSE 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 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, OR SEND A TELEGRAM TO [Name of Seller], AT [Address of Seller's Place of Business] NOT LATER THAN MIDNIGHT OF _____ (date).

I HEREBY CANCEL THIS TRANSACTION.

Date: _____ Buyer's Signature: _____