



**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS**

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**Consumer Checklist for Home Improvements and Repairs.**

**Before you select the Contractor DO YOUR HOMEWORK!**

**Get Recommendations on Contractors from friends, family and neighbors.** If you must find one through an ad or a local supplier of building materials, get names of satisfied customers. In all cases, go and look at their work. Ask if the job was started on time and finished on time. Ask if complaints were rectified and if they got the job they expected at close to the estimated price.

**List What You Want Done and what your priorities are.** If the job runs too high, you can eliminate low-priority jobs or do them yourself. Prepare sketches if you can.

**Get Several Estimates.** Give each contractor a precise description of what you want done so the estimates cover the same work. A sketch or picture helps. Get detailed estimates specifying quality of materials, warranties for labor and materials, work and payment schedules.

**Walk Away From:**

- Fly by nights that "happen to be in the neighborhood." They do shoddy work, take your money and run.
- Ads offering bargain packages. The necessary extras, better quality or larger sizes become costly.
- Salesmen who offer rebates for referring others or using your home as a model.
- Salesmen who pressure you to order now before the price goes up.
- Unlicensed contractors. You have little recourse and are NOT eligible for the Restitution Fund

**Shop Around for the Best Loan.** Start with your own credit union or bank, and then go to other banks. Terms will vary from commercial to savings banks and from one bank to another. Finance companies are usually the most costly.

**Wait . . . Before you Sign — TAKE THESE STEPS:**

**Check on Building Permits.** Call the Building Department in your Village or Town to find out what permits are needed. As the owner, you are responsible for either getting the permits or seeing that the contractor gets them; provided your contract states the contractor is responsible

**Look Over the Design.** Try to visualize the finished improvement. Are you satisfied with materials the contractor specified? Is every option included?

**Is the Payment Schedule Fair?** Avoid a firm that wants a large down payment. A fair down payment would be under 15%. Make payments as each phase of the work is completed. Hold back final payment until all problems have been corrected. Make sure the contract specifies a payment schedule.

**DEAL ONLY WITH A LICENSED CONTRACTOR**

An unlicensed contractor may not have liability insurance and his business practices may be questionable. The license also protects you against "fly-by-nights" who take your money and disappear.

If you incur a problem while dealing with a licensed contractor, the Department of Labor, Licensing and Consumer Affairs will mediate the dispute on your behalf. In some cases, you MAY be entitled to compensation under Suffolk County's Restitution Fund. This Fund is used to compensate homeowners who have obtained final legal judgments or final awards in arbitration against a LICENSED contractor and have

been unable to collect. Consumers must **FIRST** file a complaint with the Office of Consumer Affairs prior to legal action.

It is against the law to operate a home improvement business in Suffolk County without a license. Call the Office of Consumer Affairs at 631-853-4600 to find out if a contractor is licensed and to check the firm's complaint history. (**Our Office is also available online at [www.suffolkcountyny.gov/consumeraffairs](http://www.suffolkcountyny.gov/consumeraffairs)**)

### **GET IT ALL IN WRITING — THE CONTRACT SHOULD INCLUDE:**

**LICENSE.** The Suffolk County Home Improvement license number.

**DATES.** Starting date and completion date.

**WORK.** Detailed description of work to be done.

**MATERIALS.** Contract should specify quantity, quality, brands and model numbers. If you want particular fixtures, appliances or materials, shop for them yourself and specify what you want.

**GUARANTEES.** This should include labor and materials, and should specify who backs them up and for how long. Labor warranty should be a year or more.

**PAYMENT SCHEDULE.** Should state that payments will be made as specific work is completed. Make last payment only after satisfactory completion of job.

**DISPOSAL.** A "broom clean" clause-making contractor responsible for cleaning up and removing all debris.

**LIEN RELEASE.** A clause guaranteeing that all subcontractors and suppliers will be paid before job is completed, to protect yourself against liens.

### **WATCH THE WORK . . .**

**Try to be home while work is in progress.** Examine fixtures and materials before installation. Inspect each day's work. Point out unsatisfactory work to contractor – and contractor only. Do not give directions to employees or subcontractors. All changes should be in writing.

**Agree on a price for any changes or extra work** not specified in the original contract. Write into original contract and have both parties initial the changes. Write an addendum to the original contract and have it signed by both parties.

**Do not sign a completion certificate or give final payment until the work is finished to your satisfaction** and you are notified that all subcontractors have been paid. Unscrupulous operators sometimes try to get the completion certificate signed earlier, which leaves you without legal rights if the work is never finished.

**Get all the written guarantees and warranties** and keep them in a safe place. Get separate warranties and instructions for appliances. If you are having insulation or energy-saving devices installed, specify that the guarantee should cover at least one winter so you can determine their effectiveness.

*"Contracts usually protect the contractor. For your protection, get all details printed legibly into it, and include sketches or plans. Don't rely on verbal promises."*

### **3 DAYS TO CANCEL**

If the contract is signed in your home, you have the right to **cancel it within three days** under Federal Trade Commission regulations. This cooling off period does not apply if the contract is signed at the vendor's place of business, if the amount is \$25 or less, or if the contract involves emergency repairs.

**NOTE:** Do not sign a contract in your home if your Notice of Cancellation is not in bold face on the front of the contract. Make sure you receive the separate Notice of Cancellation to be completed by you if you wish to cancel the contract. Beware of numerous stipulations on face or back of contract.

**IF YOU DECIDE TO CANCEL, DO IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.**

**Not Satisfied? Were here to Help!** — If a licensed contractor fails to live up to his contract or to satisfy your complaints, the Office of Consumer Affairs will help you. All complaints are investigated. Most are resolved without resorting to law suits. There is no fee.

The home improvement licensing law does NOT apply to:

- Construction of a new home.
- Sale of materials by seller who neither arranges to perform nor performs work in connection with installation of these materials.
- Fire or Burglar alarm systems.