

Before You Sign: Protect Yourself First

Indiana Home Improvement Contract Consumer Checklist

Hiring someone to work on your home is a big investment. Indiana law has specific requirements for real property improvement contracts, including required contract information, written modifications, cancellation rights, signed contracts, and delivery of a fully executed copy to the consumer. Violations of Indiana's Home Improvement Contracts statute may constitute a deceptive act subject to remedies under Indiana's consumer protection laws.

Before signing a home improvement contract, use this checklist to make sure you understand **who** you are hiring, **what** they are promising to do, **how much** it will cost, and **what happens** if something changes.

This information is based on Indiana law. It is provided for general informational purposes only and is not legal advice. If you have questions about your specific situation, please talk with a lawyer.

1. Make Sure You Have a Complete Contract

- ☐ I received a **completed contract before I was asked to sign it**.
- ☐ The contract identifies **my name** and the **address of the property** where the work will be performed.
- ☐ I have received enough information to understand the entire agreement before signing.
- ☐ The contract is written in language I can reasonably read and understand.
- ☐ I have not been asked to sign a contract with important information left blank.

 **WARNING:** Do not sign a contract simply because the contractor promises to “fill in the details later.”

2. Verify Who You Are Hiring

The contract should clearly identify the contractor or home improvement company.

- ☐ The contractor's **full business name** is listed.
- ☐ The contractor's **business address** is listed.
- ☐ The contractor's **email address** is listed.
- ☐ The contract identifies a person I can contact with questions or problems.
- ☐ That person's **name and telephone number** are provided.
- ☐ The appropriate contact person's **email address** is provided.

 **Tip:** Keep the contractor's contact information with your copy of the contract.

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3. Make Sure the Work Is Clearly Described

The contract should tell you what you are actually paying for.

- ☐ The contract contains a **reasonably detailed description of the work**.
- ☐ The materials and products to be used are identified when appropriate.
- ☐ Important specifications are included or attached.
- ☐ I understand what is **included** in the price.
- ☐ I understand what is **not included** in the price.
- ☐ I know who is responsible for obtaining necessary permits, inspections, or approvals, if applicable.
- ☐ I understand how unexpected conditions will be handled.

If specifications are not included:

- ☐ The contract explains that specifications will be provided **before work begins**.
- ☐ I understand that I will have an opportunity to **approve the specifications in writing** before work begins.

 **WARNING:** General descriptions (i.e., “remodel house,” “repair damage,” or “complete project”) need more details about what work will actually be done.

4. Check the Timeline

- ☐ The contract gives an **approximate start date**.
- ☐ The contract gives an **approximate completion date**.
- ☐ The contract explains circumstances that could materially change the completion date.
- ☐ I understand what happens if the project is delayed.
- ☐ I understand whether weather, material shortages, permitting, inspections, or other circumstances can affect the schedule.

 **Tip:** An approximate date is different from a guaranteed completion date. Know which one you are getting.

5. Know Exactly What You Will Pay

- ☐ The **total contract price** is clearly stated.
- ☐ Any discounts are reflected in the contract price.
- ☐ I understand the amount of any deposit or down payment.
- ☐ I understand when payments are due.
- ☐ I understand what work must be completed before each payment is due.

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- ☐ I understand how additional work will be priced.
- ☐ I understand whether the contract allows the price to increase because of unexpected conditions.
- ☐ I will not agree to additional charges that are not explained in the contract.

Changes to the Project

- ☐ I understand that changes to the project should be put **in writing**.
- ☐ I will not rely solely on a verbal promise about a change in the work or price.
- ☐ Before agreeing to additional work, I will ask for the change and additional cost in writing.
- ☐ I will keep copies of all signed change orders.



Good to Know: A change to a home improvement contract is not enforceable against the consumer unless the modification is in writing and signed by the consumer.

6. Find Out Who Will Actually Do the Work

Your contractor may use other businesses or individuals to perform portions of the project.

- ☐ The contract tells me whether **subcontractors, vendors, or other third parties** will provide labor, services, materials, equipment, or machinery.
- ☐ I understand which portions of the project may be performed by someone other than the contractor I hired.
- ☐ I know who I should contact if there is a problem with subcontracted work.
- ☐ I understand who is responsible for paying subcontractors and suppliers.

7. Be Careful with Insurance Claims

If the project involves damage from a storm, flood, fire, accident, or another event that may be or will be covered by insurance:

- ☐ I understand what portion of the work is expected to be paid by insurance.
- ☐ I understand what portion I may have to pay myself.
- ☐ I have reviewed the contractor's proposed work with my insurance company when appropriate.
- ☐ I understand what happens if the insurance company denies some or all of the claim.
- ☐ I understand the contract's cancellation rights.
- ☐ I am not relying on the contractor to act as my insurance adjuster.

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- ☐ I understand whether subcontractors, vendors, or other third parties will be involved.
- ☐ I understand that the contractor or covered third parties may be prohibited from pursuing an insurance claim on my behalf.
- ☐ I am dealing directly with my insurance company regarding coverage and the insurance claim when appropriate.
- ☐ The contractor has **not promised to pay, reimburse, rebate, or otherwise cover my insurance deductible** in order to get my business.
- ☐ I have not been offered a gift, bonus, credit, coupon, or other financial benefit in exchange for entering into the contract or displaying the contractor's advertising.

 **WARNING:** A contractor offering to “waive your deductible” or promising to make your insurance deductible disappear is a serious warning sign.

8. Know Your Right to Cancel

Contractors must provide information about the consumer's right to cancel.

- ☐ The contract contains the required **right-to-cancel notice**.
- ☐ I received a **Notice of Cancellation** form.
- ☐ I know where and how to send a cancellation notice.
- ☐ I know the deadline for exercising my cancellation right.

Generally, Indiana consumers may cancel before midnight on the **third business day after the later of**: 1. the date the contract is signed by the consumer and contractor; or 2. when applicable, the date the consumer receives written notice from the insurance company of its final determination regarding coverage.

- ☐ I understand that special rules may apply to emergency or temporary work.

If you cancel under the applicable law, the contractor generally must return payments or deposits within **10 days**, subject to the statutory exception for qualifying emergency or temporary services already performed.

9. Make Sure the Contractor Signs Too

Before you sign:

- ☐ The contractor or the contractor's authorized agent has **signed the contract**.
- ☐ I have signed the contract.
- ☐ Each consumer who is a party to the contract has signed it.
- ☐ The printed or typed names appear next to or below the signatures.
- ☐ The contract shows the dates on which the parties signed.

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 **IMPORTANT:** Indiana law requires the contractor to agree in writing to all contract terms **before the consumer signs** and **before the consumer can be required to make a down payment**.

10. Get Your Copy Immediately

Before leaving or ending the signing process:

- ☐ I received a **fully executed copy** of the contract.
- ☐ The copy contains all signatures and dates.
- ☐ I received all attachments, specifications, estimates, and exhibits referenced in the contract.
- ☐ I received a copy of any signed change orders.
- ☐ I have saved an electronic copy somewhere safe.

 **Tip:** Keep the contract, receipts, photographs, emails, text messages, change orders, and other project records together in one folder.

When in doubt, do not sign until you understand the contract and have received answers to your questions in writing.

Final Checklist:

Consider stopping before signing if:

- ☐ The contractor wants me to sign a blank or incomplete contract.
- ☐ I am being pressured to sign immediately.
- ☐ The price is not clearly stated.
- ☐ The scope of work is vague.
- ☐ Important specifications are missing.
- ☐ The contractor says changes can be handled “later.”
- ☐ The contractor refuses to put a promise in writing.
- ☐ I am being asked to pay a deposit before the contractor has signed the contract.
- ☐ I am being offered a deal involving my insurance deductible.
- ☐ I am being told that I do not need to read the contract.
- ☐ I am not being given a copy of the signed contract.
- ☐ The contractor wants to start work before required specifications or approvals are provided.
- ☐ I am being asked to sign documents that give the contractor rights I do not understand.

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Before You Hand Over a Deposit, ask yourself:

- ☐ Do I know exactly what I am buying?
- ☐ Do I know exactly what it will cost?
- ☐ Do I know when the work will start and approximately finish?
- ☐ Do I know who will perform the work?
- ☐ Do I understand how changes will be handled?
- ☐ Do I understand my cancellation rights?
- ☐ Has the contractor signed the contract?
- ☐ Do I have my fully executed copy?

If you cannot check all of these boxes: **STOP. DO NOT sign the contract and DO NOT give them any money. You can ask more questions, tell the contractor you want someone else to review the contract first, or tell them to leave.**

If you feel scared or threatened, call 9-1-1.

Keep This with Your Home Improvement Records

Contractor: _____

Company: _____

Phone: _____

Email: _____

Project Address: _____

Contract Date: _____ **Contract Price: \$** _____

Deposit/Down Payment: \$ _____ **Paid on:** _____

Approximate Start Date: _____

Approximate Completion Date: _____

Insurance Claim Number (if applicable): _____

Insurance Company: _____

