



HOME REPAIR AND CONSTRUCTION: Know Your Rights

Whether you are adding on to your existing home, building a new home or rebuilding your home after a disaster such as a flood or storm, it is important to know your rights.

RIGHT TO CANCEL

- You have three business days from the time you sign your contract to cancel if the sale is made at your home and is over \$25. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender or any other tactic. The contractor must disclose this right to you and provide a form you can use to cancel.
- If you plan to file a claim with your insurance company to pay for the work, you may cancel the contract in one of two ways, whichever occurs first: (1) within five business days after receiving written notice from your insurance company denying your claim; or (2) within 30 days after you sent a claim to the insurance company. The contractor must disclose this right to you and provide a form you can use to cancel.

CONTRACTOR NAME

- If the contractor does business under a name other than the contractor's real name, the business must either be incorporated or registered under the Assumed Business Names Act. Check with the Secretary of State to see if the business is incorporated or with the county clerk to see if the business is registered.

CONTRACT REQUIREMENTS

- The contract should include the contractor's business name, residential address (not just a P.O. Box) and phone number.
- For a home repair contract over \$1,000, you have the right to a written contract or work order that describes the work to be performed and states the total cost. The contract should include parts and materials and should specify some details, such as quality and grade.
- The contract should specify starting and estimated completion dates for the work to be done and the payment schedule, including down payment, subsequent payments and final payment.
- The contract also should specify grounds for terminating the contract. Please note: The homeowner must pay for completed work even if the contract is canceled.
- If the contractor fails to begin or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made toward the work upon written demand by certified mail.
- The contractor must give the homeowner a copy of a brochure titled "Home Repair: Know Your Consumer Rights," the content of which is specified in the Home Repair and Remodeling Act.
- For contracts over \$1,000, the contractor must have the homeowner sign and date a form acknowledging receipt of the "Home Repair: Know Your Consumer Rights" brochure. The acknowledgment form must be incorporated into the brochure, and the consumer must receive a duplicate copy of the brochure and a completed acknowledgment form.
- Contractors who use arbitration clauses in their contracts must advise consumers before they sign the contract that the contract requires them to submit contract disputes to binding arbitration instead of in court before a judge or a jury, and they must obtain the consumer's waiver of a right to a trial by jury. If the consumer does not consent to the binding arbitration clause and jury trial waiver, the contractor may reject the contract.

If you think you have been defrauded by a contractor or have any questions, please bring your concerns to the attention of your state's attorney or the Illinois Attorney General's office.

Attorney General's Consumer Fraud Hotlines

Springfield
1-800-243-0618
TTY: 1-877-844-5461

Chicago
1-800-386-5438
TTY: 1-800-964-3013

Carbondale
1-800-243-0607
TTY: 1-877-675-9339