

## **RULES & REGULATIONS RELATING TO THE HOME IMPROVEMENT BUSINESS**

BY VIRTUE OF THE AUTHORITY VESTED IN ME UNDER THE PROVISIONS OF THE NASSAU COUNTY ADMINISTRATIVE CODE, TITLED D-1 21-11.7 (4) I HEREBY PROMULGATE THE FOLLOWING REGULATIONS RELATING TO THE HOME IMPROVEMENT BUSINESS.

### 1. Home Improvement Contracts

- (a) Every home improvement agreement shall be evidenced in writing signed by all parties to the contract.
- (b) All addendums to the contract must also be in writing signed by all parties.
- (c) Any memorandum, agreement or contract furnished by a contractor to a customer shall carry said contractor's name, office address, telephone number and Nassau County license number legibly printed or stamped thereon. In addition, there shall appear on such form the name of the salesman, if such exists, legibly printed thereon.
- (d) Contract provisions and addendums to the contract must specify the work to be performed, the materials to be supplied to the customer, including brand names, colors, dimensions, model numbers or any other identifying information, and the final price for the labor and materials.

### 2. Use of License Number and Company Name

- (a) All display advertising and promotional literature shall contain the licensee's license number as printed on the license.
- (b) All display advertising and promotional literature shall contain the licensee's full company name as printed on the license.

### 3. Commercial Practices

- (a) Representations and illustrations of products or services offered to the public shall be accurately represented in all advertisements or descriptive material.
- (b) Materials to be furnished shall be accurately described.
- (c) Installation Charge. If installation is to be extra, the advertisement shall make such fact known.
- (d) Delivery Charges. If there is to be a delivery charge, advertisements or representations shall make such fact known.
- (e) Warranty or Guarantee. Where reference is made to a warranty or guarantee, such warranty or guarantee shall be clearly disclosed including the subject of the warranty or guarantee and the terms and

requirements, if any.

(f) Price Reductions. All references to a price reduction or savings must be based on the usual and customary selling price of the item in the regular course of business. Such statements or representations shall not be based upon fictitious prices or infrequently used prices.

(g) Pricing. Where a price is quoted which does not include cost for labor, parts or accessories necessary for the proper functioning or appearance of a product or service, then said extra cost shall be prominently noted in conjunction with the price quoted. (e.g. "necessary accessories at extra cost.")

#### 4. Lost or Misplaced Licenses

Any contractor who should misplace or lose his Home Improvement license shall immediately file an affidavit of such loss with the Office of Consumer Affairs.

#### 5. Gardener/Landscaper Licenses

In making a determination as to the necessity of obtaining a home improvement license, the fact that a gardener or landscaper uses his own equipment in the conduct of his business and/or uses his own vehicle to transport such equipment, shall be prima facie evidence of the necessity to file for the required license.

#### 6. Age Qualification

In order to obtain a Home Improvement License from the Nassau County Office of Consumer Affairs, the applicant must be 18 years of age.

#### 7. Cooling off Period

(a) Pursuant to and in accordance with Section 21-11.9(13) you, the contractor, must furnish the buyer with a fully completed receipt or copy of any contract pertaining to such sale at the time of its execution, which is in the same language, e.g. Spanish, as that principally used in the oral sales presentation and which shows the date of the transaction and contains the name and address of seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used and in BOLD FACE type of a minimum size of 10 points, a statement in substantially the following form:

**"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."**

(b) You must furnish each buyer, at the time he signs the contract or otherwise agrees to buy services from the seller, a completed form in triplicate, captioned "NOTICE OF

CANCELLATION", which shall be attached to the contract or receipt and easily detachable, and which shall contain in ten (10) point BOLD FACE type the following information and statements in the same language, e.g. Spanish, as that used in the contract. That the buyer has read this "NOTICE OF CANCELLATION" must be acknowledged by his signature thereon. One copy to be retained by contractor.

(c) In no such event shall contractor begin work or deliver goods prior to three days from the signing of this agreement unless the buyer furnishes the contractor with a separate dated and signed personal statement describing a situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel within three (3) business days.

8. Completion Date

Every home improvement contract shall provide for a completion date on which date all labor, services and materials to be furnished and performed is to be completed and in no event shall such work be completed any later than thirty (30) days after said contract completion date.

9. Section 21-11.11 supercedes any language modifying or changing this provision which may appear in any agreement between the contractor and buyer.

**SAMPLE FORMAT**

I have read and received this Notice.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date of Transaction

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**NOTICE OF CANCELLATION**

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY 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 INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.**

**TO CANCEL THIS TRANSACTION, MAIL CERTIFIED, RETURN RECEIPT REQUESTED, 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)

**Rule 9: Unlicensed Home Improvement Contractors**

1. Upon the arrest of an unlicensed home improvement contractor for unlicensed activity, the Commissioner or his designated representative may seize any vehicle and its contents used in furtherance of unlicensed activity. The owner or driver shall be given a notice of seizure and the vehicle and its contents shall be held pending forfeiture to the County of Nassau.
2. The Office of Consumer Affairs shall issue any notice of violation immediately and a hearing on the violation shall be held within five days.
3. The Office of Consumer Affairs shall schedule a resolution conference within five days. The vehicle and its contents shall be held by the Office of Consumer Affairs until all outstanding violations and complaints have been satisfied or otherwise resolved to the satisfaction of the Office of Consumer Affairs.
4. It shall be at the discretion of the Commissioner whether the County shall seek civil forfeiture of the vehicle. Such determination shall be made within ten days of seizure.

This rule is established pursuant to the Nassau County Administrative Code, Title D, sections 2110.0(1)(j), 21-11.7 (4) and 21-11.7(7).

**Rule 10:**

All home improvement contracts shall contain the printed, legible name of the representative of the licensed home improvement contractor below the signature of such representative.

**Rule 11:**

A copy of the Nassau County Home Improvement License must be available for presentation at all job sites and a copy must be in each vehicle at all times.

**Rule 12:**

At the time of contracting, all contractors must supply to the homeowner a copy of their certificate of insurance describing the operations covered by their insurance and naming the homeowner as the certificate holder.

### **Rule 13:**

All contractors shall submit proof of insurance to the Office of Consumer Affairs for the second year of the license and containing the license number and expiration date of the license on the form or on an attached cover letter.

### **Rule 14:**

All contractors must disclose to the homeowner on their contracts whether or not they use subcontractors. They must supply the names and license numbers of their subcontractors to the homeowner at the time of contracting.

### **Rule 15: Home Fuel Oil Sales, Delivery and Service Contracts**

The following Rules and Regulations are adopted pursuant to the Nassau County Administrative Code and violations of which shall constitute a specific unconscionable trade practice. In addition to applicable laws, these Rules and Regulations shall apply to all contracts for the sale and delivery of home fuel oil and for the maintenance and repair of oil burners and boilers.

1. All contracts for sales, delivery or service shall state and contain all material terms of the agreement, including all fees and costs, above the signature lines of the agreement. There shall be no requirement of the 3-day notice of cancellation for oil burner service and maintenance contracts.
2. For multi-year fuel oil delivery contracts, not given as an incentive for the sale of equipment, the price per gallon for oil must be stated either as a fixed dollar amount in cents per gallon, or stated as a relationship to the average Long Island Region Price for Home Heating Oil as published by the New York State Energy Research and Development Authority (NYSERDA) found on their website, [www.nyserdera.org](http://www.nyserdera.org), and no other index shall be used.
3. No contract for sales, delivery or service shall disclaim or shift to the buyer the seller=s liability for damages caused by the action or inaction, intentional or negligent, of the seller, or his agents. This regulation does not prohibit clauses that limit liability to a stated monetary amount.
4. No contract for sales, delivery or service shall make the buyer liable to the seller for acts of the seller=s employees.
5. No contract for sales, delivery or service shall contain language that diminishes the buyer=s rights in the event of litigation including, but not limited to, a waiver of the buyer=s right to assert counterclaims or equitable defenses, except that the parties may agree to waive their right to a trial by jury.
6. Terms of agreements to supply and deliver oil and the agreement to supply oil burner service must run concurrently if signed on the same date. This section shall not apply to any agreement in which there is no penalty for early termination of the service contract.
7. The provisions of the service contract must be stated on a separate document. This document must disclose the annual price of the service contract, the parts that are covered, labor charges covered,

and the hours during which service will be provided without additional charges or penalties. If any additional charges are assessed for service after certain hours or on certain days the amount for such service must be at the company=s prevailing labor rate.

8. Any penalty for cancellation of a contract prior to the stated term of the contract shall be disclosed in a fixed dollar amount, in 10-point bold-face type and located just above the customer=s signature line.

9. No fixed or capped price oil delivery contract can be renewed without a new written agreement signed by the parties and which conforms to these rules and New York law. This includes any changes made to the penalty clause. The term Awritten agreement@ shall include email confirmation and electronically signed contracts, including recorded telephonic contracts.

**Rule 16: Swimming Pool and Spa Contractors and Builders**

All Pool & Spa Contractors must use licensed plumbers and licensed electricians where required.

All Pool & Spa Contractors must have a back flow certification/license where required.

Five years of experience and a CBP (certified building professional certification) or equivalent certification is required for pool & spa builders

Five years of experience and a CST(certified service technician) , a CSP(Certified Service Professional) or equivalent certification is required for Pool & Spa Contractors who make repairs or perform maintenance on equipment.

Five years of experience and a CMS(certified maintenance specialist) certification is required for those who are seasonal contractors who perform pool cleaning on a designated route.

**Rule 17:**

No contractor shall permit his license and/or license number to be used by another.

**Rule 18:**

Every contractor, except the Landscaper/Gardener licensee shall provide this office with a Lead Certification Certificate received from an approved course provider.

**Rule 19:**

Any licensee that performs mold remediation services and is not required to also hold an Environmental Hazard Remediation Provider License, must provide to this office a copy of the following certifications:

1. Microbial Remediation. Minimum 24 hours.
2. Water Damage Restoration. Minimum 20 hours, or IICRC WRT Certification.

**Rule 20:**

A licensed contractor shall not work as a subcontractor for an unlicensed contractor.

**Rule 21:**

A licensed contractor shall not use an unlicensed subcontractor.