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A Summary of Your Rights as a Consumer in Home Improvement Transactions

Consumer Protection Unit, Delaware Department of Justice

The information in this publication applies to home improvement transactions in Delaware. This summary tells you about the most relevant sections of the Home Improvement Services Regulation. This document is not a complete listing of rights and responsibilities; please refer to the Regulation in its entirety, available at:

<https://attorneygeneral.delaware.gov/home-improvement-regulations/>.

This summary is general information only and is not legal advice.

Complaints may be made to the Consumer Mediation Unit by calling (302) 577-8600 or (800) 220-5424 or visiting:

<https://attorneygeneral.delaware.gov/fraud/cmu/complaint/>.

A registry of Delaware contractors can be found at <https://contractorregistry.delaware.gov>.

- You must be provided with a written home improvement contract that contains all material terms, such as the item or service that you purchased, the contract price, and any other terms required by the Regulation.
- You must be provided with an approximate completion date unless the contract clearly discloses that no completion date will be provided. The home improvement contractor must complete the services by the listed completion date, unless they are delayed by events beyond their control or you agree in writing to a later date.
- A home improvement contractor must fill in all relevant final terms of a home improvement contract before you are asked to sign it. Further, a home improvement contractor can not require you to agree to a contract that would not also be binding against them.
- You must be given the name, address, telephone number, website (if any), and e-mail address of the home improvement contractor.

- You must be notified of your right to cancel the home improvement contract if sold pursuant to a door-to-door sale, as described in 6 *Del.C.* ch. 44.
- A home improvement contractor must include in a home improvement contract all affirmations of fact or promises which constitute express warranties. Additionally, if a home improvement contractor would like to disclaim, modify, or limit any warranty (including implied warranties), or would like to limit any remedies available for a breach of a warranty, this must be done in a clear and conspicuous manner, and must be initialed by you.
- If a contractor intends for their oral representations, promises, or assurances to not be binding, they must include such a disclaimer on a separate page of the contract.
- A home improvement contractor may not include a contract term that would provide the same amount of liquidated damages regardless of the amount of work completed.
- A home improvement contractor may not misrepresent the binding nature of a home improvement contract, such as by representing that a binding contract is only an estimate.
- A home improvement contractor must clearly and conspicuously disclose when the contract price is calculated on a cost-plus basis and must provide the method for calculating the price, as well as a good faith estimate of the price.
- A home improvement contract must disclose all installment and delivery charges in a home improvement contract. If a warranty does not cover installation or delivery, that must be clearly and conspicuously disclosed.
- A home improvement contractor may not tell you that you have been specifically selected to receive a discount or other reduced price when that is not the case.
- A home improvement contractor may not represent that models or samples are current when they are not. They also may not misrepresent the quality, characteristics, or any other relevant details of goods or services.
- A home improvement contractor may not tell you that your materials, fixtures, or other property are dangerous, defective, or in need of repair or replacement when it is not the case.
- A home improvement contractor may not attempt to get you to sign any certificate of completion before the relevant home improvement is actually completed.
- A home improvement contractor may not induce you into signing a contract or other written instrument if they have reason to know that you are not able to understand the instrument.
- A home improvement contractor may not deceive you into thinking that a down payment represents the full amount that you have to pay and may not omit any other costs.
- A home improvement contractor may not represent that they are performing a governmental, public utility, or other official inspection in order to gain access to your home when such is not the case, nor may they represent that they are an employee or representative of an organization that will assume obligations of fulfilling the contract, when such is not the case.