

**MILWAUKEE/NARI HOME IMPROVEMENT COUNCIL, INC.**  
**STANDARDS OF PRACTICE**

Members of this organization shall observe the highest standard of professionalism, ethics, honesty, integrity, and responsibility in dealing with the public and other professionals, adhering to the following principles:

1. Only those home improvement projects that are structurally and economically sound shall be fostered and encouraged.
2. All advertising statements shall be accurate and free of capacity to mislead or deceive the consumer.
  - a. Any false derogatory statements regarding any competitor, the competitor's equipment, products or materials, workmanship, performance, reputation or responsibility, or any attempt to interfere with or induce the breach of any existing contract between a prospective customer and a competitor is prohibited.
  - b. Descriptions and illustrations of advertised items shall accurately portray what is being offered. They shall not create the impression that what is being offered is different from the actual item.
  - c. Members shall not obtain any business by means of fraudulent statements or by use of implications unwarranted by fact or reasonable probability.
  - d. Advertisers shall be able to substantiate any statement or claim made in advertising. They shall disclose the basis for any statement or claim when requested by this organization or by any advertising medium in which the statement or claim has appeared or to which the statement or claim has been submitted.
3. Accuracy shall be required of all sales personnel in their descriptions of products and services, both verbal and written.
4. All Contracts employed shall be fully descriptive and fair to all parties concerned.
  - a. Written contracts shall set the obligations of both the contractor and the home owner and define technical building terms so that they may be clearly understood by the home owner. Written contracts also shall include a description of the work to be done and the principal products and materials to be used in the performance of the contracts with reasonable specificity.
  - b. The contract should also explain:
    - i. The total cash price of goods and services to be furnished.
    - ii. The down payment, if any.

- iii. The unpaid cash balance (difference between 1 and 2).
  - iv. Credit service charges and insurance charges, if any.
  - v. The number of payment installments, amount of each installment, and when each installment is due.
5. All contractual obligations shall be fulfilled in a reasonable period of time, and the date or time periods on or within which the work is to begin and be completed shall be set forth in the written contract.
  6. All work shall be performed in a manner compatible with recognized standards of public health and safety and in compliance with all applicable state and federal laws, rules, regulations and standards of practice.
  7. Members shall not knowingly perform, or cause to be performed, any inappropriate act which would tend to reflect on, or bring into disrepute, themselves, this organization or the industry. Members also shall comply with the Code of Ethics, Bylaws, the Standards of Practice, and all policies and procedures of the organization.
  8. Members shall strive at all times to be fully compliant with all government statutes, ordinances, rules and regulations, including, but not limited to:
    - a. Home Improvement Act: Wis. Admin. Code § ATCP 110; and
    - b. Right to Cure: Wis. Stat. §§101.148 and 895.07.
  9. Follow up concerns by the customer.
    - a. Current phone number and address must be listed with Milwaukee/NARI office and shall be kept current .
    - b. Member must have verbal or written contact with customer as soon as reasonably possible of the customer contacting member with concerns.
    - c. If agreement between both parties cannot be reached through mediation within sixty (60) days of the written complaint, the case will be reviewed to see if further mediation will help or if binding arbitration is recommended.
    - d. If agreement cannot be reached by the two parties through mediation, members are required to commit all unresolvable disputes to binding arbitration with Milwaukee/NARI (unless another legitimate, reliable arbitration agency is shown to be retained).
    - e. Members that incur three substantiated complaints within a twelve (12) month period will be required to appear before the Ethics Committee for review.

- f. Mediation in any case will cease if lawsuits have been filed or are in progress.
- g. Specific determination of work performed will be construction industry quality standards set forth in the Metropolitan Builder's Association standards.
- h. Failure to abide by any rules in the Code of Ethics, Bylaws policies and/or procedures of the organization, Standards of Practice and/or the engagement in any conduct, action or inaction that has degraded the objectives and purposes of the organization, will result in consideration by the Board of Directors for discipline, or membership revocation.
- i. The Ethics Committee will not assist in collecting money from customers when a dispute for performance does not exist.
- j. Membership probation period will be for a minimum of one (1) year unless specified longer.
- k. Proof of all types of insurance required by law shall be submitted with membership application and must be kept current during membership.

Any complaints registered against a member of this organization regarding unethical practices shall be investigated by the Ethics Committee, who will then recommend appropriate action to the Board of Directors.

**Updated January, 2009.**

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