
INSTRUCTIONS — NOT PART OF THE AGREEMENT

How to Use This Template

This template was built by **jaspector.com** to help Florida homeowners protect themselves when hiring a contractor. It covers the key provisions of Florida contractor law, including deposit protections, cancellation rights, construction lien rules, and licensing verification.

Before You Start

1. **Verify the contractor's license.** Use the [DBPR license search](#) to confirm the license is active, check whether it is certified (statewide) or registered (local), and verify the classification covers your project. See our [Florida license lookup guide](#) for step-by-step help.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty.
3. **Record a Notice of Commencement.** For projects over \$2,500, Florida law requires recording a Notice of Commencement with the Clerk of Courts before work begins.
4. **Both parties sign.** You and the contractor each get a signed copy before any work starts.
5. **Consult an attorney.** This template is a starting point. For large projects or complex scopes, have a Florida-licensed attorney review the agreement.

Field-by-Field Guide

- › **Section 1 (Parties):** Fill in legal names exactly as they appear on official documents. Record the contractor's DBPR license number and whether it is certified or registered.
- › **Section 2 (Scope):** Be as specific as possible. "Kitchen remodel" is not enough — list materials, dimensions, finishes, and what is excluded.
- › **Section 3 (Payment):** Florida does not cap deposits by dollar amount, but if the deposit exceeds 10% of the contract price, the contractor must apply for permits within 30 days and start work within 90 days of permit issuance (Fla. Stat. 489.126). Tie every payment to a completed milestone.
- › **Section 4 (Timeline):** Get start and completion dates in writing. Fill in the delay penalties — these protect you if the contractor falls behind.
- › **Section 7 (Warranties):** Fill in the warranty period. One year is common; negotiate for more on major work.
- › **Section 11 (Liens):** Record your Notice of Commencement before work begins. Keep all Notices to Owner on file.
- › **Section 14 (Exhibits):** Attach all plans, specs, the contractor's DBPR license printout, and recorded Notice of Commencement.

Florida Legal Notes

- › **Certified vs. Registered:** Florida has two types of licensed contractors. Certified contractors may work anywhere in the state. Registered contractors are limited to the local jurisdictions where they are registered. Both are legitimate, but verify the contractor is authorized to work in your county.
- › **Deposit protections:** While Florida does not set a hard dollar cap on deposits, Fla. Stat. 489.126 imposes strict timing requirements when deposits exceed 10%. Violation is prosecutable as theft.
- › **Cancellation rights:** The 3-day right to cancel applies to home solicitation sales (Fla. Stat. 501.021–501.055) and installment contracts over 90 days (Fla. Stat. 520.72). It does not apply if you contacted the contractor and specifically requested services.
- › **Construction liens:** Florida's Construction Lien Law (Chapter 713) requires a Notice of Commencement for projects over \$2,500. Subcontractors must serve a Notice to Owner within 45 days. Claims of lien must be recorded within 90 days of last furnishing.
- › **Workers' compensation:** Required for construction businesses with even one employee — stricter than most states.
- › **Contractor bond:** Florida requires a surety bond for contractor licensing if the applicant's credit score is below 660 (Division I: \$20,000; Division II: \$10,000). If the score is 660 or higher, the bond may have been waived. Ask the contractor whether a bond is in place and verify through the DBPR license lookup.
- › **Hurricane and storm repairs:** After hurricanes and tropical storms, be cautious of out-of-area contractors soliciting storm damage repairs. Verify that any contractor holds a valid Florida license with proper classification. Registered contractors must be authorized in your local jurisdiction. Report unlicensed activity to the DBPR.
- › **DBPR complaint resource:** Homeowners may file a complaint with the Department of Business and Professional Regulation (DBPR) at any time. The DBPR investigates complaints involving licensed and unlicensed contractor activity, including failure to start work after collecting a deposit, abandonment, and incompetent or negligent work. File at: myfloridalicense.com.

About Jaspector

Jaspector is an AI-powered property advisory service that helps homeowners navigate construction projects, verify contractors, and resolve disputes. If a dispute arises during your project, we can help you document the issue and build a resolution strategy.

Learn more at jaspector.com — or email hi@jaspector.com to get started.

The instructions above are provided by jaspector.com as an educational resource. They are not part of the agreement, do not constitute legal advice, and do not create an attorney-client or endorsement relationship.

FLORIDA HOMEOWNER-CONTRACTOR AGREEMENT

Template Version 1.0 — March 2026

Important Disclaimer: This document is an educational template provided by jaspector.com for informational purposes only. It is NOT legal advice and does NOT create an attorney-client relationship. This template is a starting point — not a finished contract. Florida law imposes specific requirements on construction contracts, and local jurisdictions may add further obligations. Have this document reviewed by a Florida-licensed attorney before use. Jaspector assumes no liability for any outcomes arising from the use of this template.

Section 1: Parties

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

DBPR License Number

License Type (Certified / Registered)

License Classification(s)

Qualifier Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

Section 2: Scope of Work

2.1 Project Description

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2.2 Work NOT Included

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2.3 Permits and Inspections

- Contractor is responsible for obtaining all required building permits
- Contractor is responsible for scheduling all required inspections
- Permit costs are: Included in contract price / Billed separately at cost

2.4 Plans and Specifications

- Attached as Exhibit A (architectural / engineering plans)
- Attached as Exhibit B (material specifications)
- No formal plans — scope defined by Section 2.1 above

Section 3: Contract Price and Payment Schedule

3.1 Total Contract Price

Total Contract Price	\$
Sales Tax (if applicable)	\$
Permit Fees (if billed separately)	\$
Total Amount Due	\$

3.2 Payment Schedule

Florida Law (Fla. Stat. §489.126):

Florida does not set a hard dollar cap on deposits. However, if the contractor receives an initial payment exceeding

10% of the contract price

, the contractor must: (1) apply for all necessary permits within 30 days of receiving payment, and (2) start the work within 90 days of permit issuance. Failure to comply is prosecutable as theft under Fla. Stat. §812.014.

PAYMENT	AMOUNT	TRIGGER (WORK MILESTONE)
Down Payment	\$	Upon signing
Progress Payment 1	\$	
Progress Payment 2	\$	
Progress Payment 3	\$	
Progress Payment 4	\$	
Progress Payment 5	\$	
Final Payment	\$	Completion and final inspection
Total	\$	

3.3 Payment Terms

- › Payments are due within days of written invoice

- › Acceptable payment methods:
- › No payment shall be due for work not yet performed or materials not yet delivered to the job site
- › Final payment is due only after: (a) all work is complete, (b) final inspection is passed (if applicable), and (c) Homeowner has had reasonable opportunity to inspect

Section 4: Project Timeline

Estimated Start Date

Estimated Completion Date

4.1 Delays

- › Contractor shall notify Homeowner in writing within **48 hours** of any event that may delay the project
- › Excusable delays include: weather (including hurricanes and tropical storms), permit delays, material shortages, acts of God, government orders
- › Non-excusable delays exceeding business days entitle Homeowner to a daily credit of \$
- › If the project is not substantially complete within days of the estimated completion date (excluding excusable delays), Homeowner may terminate under Section 9

Section 5: Change Orders

Any changes to the scope, price, or timeline of this contract must be documented in a written Change Order signed by both parties before the changed work begins.

Each Change Order shall include:

1. Description of the changed work
2. Addition to or deduction from the contract price
3. Impact on the project timeline
4. Signature of both Homeowner and Contractor

No verbal agreements will modify this contract.

Section 6: Materials and Workmanship

6.1 Materials

- › All materials shall be new unless otherwise specified in writing
- › Substitutions require prior written approval from Homeowner
- › Contractor warrants that all materials comply with applicable building codes

6.2 Workmanship Standards

- › All work shall be performed in a professional, workmanlike manner
- › All work shall comply with the Florida Building Code and applicable local ordinances
- › All work shall conform to the plans, specifications, and scope described in this contract
- › Contractor shall maintain a clean and safe job site

6.3 Subcontractors

- › Contractor use subcontractors (will / will not)
- › If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- › All subcontractors performing work that requires a DBPR license must hold a valid, active license
- › Homeowner may request DBPR license numbers for any subcontractor working on the project

Section 7: Warranties

7.1 Contractor Warranty

Contractor warrants all labor and workmanship for a period of year(s) from the date of completion. During this period, Contractor shall repair or correct, at Contractor's expense, any defects in workmanship or materials furnished by Contractor.

7.2 Manufacturer Warranties

Contractor shall provide Homeowner with all manufacturer warranties for materials and equipment installed. Contractor shall ensure installations comply with manufacturer specifications to preserve warranty coverage.

7.3 Warranty Exclusions

- › Normal wear and tear
- › Damage caused by Homeowner negligence or misuse
- › Damage caused by third parties or acts of God
- › Items specifically excluded in writing

Section 8: Insurance and Bonding

8.1 Contractor Insurance Requirements

COVERAGE	MINIMUM AMOUNT
General Liability	\$
Workers' Compensation	Statutory limits (required if Contractor has any employees)
Automobile Liability (if applicable)	\$

- › Contractor shall provide certificates of insurance upon request
- › Homeowner shall be named as additional insured on the general liability policy

8.2 Workers' Compensation

Florida requires workers' compensation coverage for construction businesses with even one employee. Contractors who are sole proprietors or business owners with more than 10% ownership may apply for an exemption (maximum three per business). Homeowner may request proof of coverage or a valid exemption certificate before work begins.

Section 9: Termination

9.1 Homeowner's Right to Terminate

- › Homeowner may terminate this contract at any time by providing written notice
- › Homeowner shall pay for all work satisfactorily completed and materials delivered as of the termination date
- › Contractor shall provide an itemized accounting within **10 business days** of termination
- › Contractor shall not charge a cancellation penalty exceeding actual costs reasonably incurred

9.2 Contractor's Right to Terminate

- › Homeowner fails to make a payment within days of written notice of default
- › Conditions at the job site make the work unsafe or illegal to continue

9.3 Right to Cancel — Home Solicitation Sales

Florida Law (Fla. Stat. §501.021–501.055):

If this contract qualifies as a “home solicitation sale” — meaning the contractor solicited the sale at your home or at a location other than the contractor’s fixed place of business, and the contract price exceeds \$25 — you have the right to cancel within

three (3) business days

of signing. The contractor must provide a written “BUYER’S RIGHT TO CANCEL” notice at signing. If the contractor fails to provide this notice, the cancellation period may be extended. This right does NOT apply if you contacted the contractor and specifically requested the services.

9.4 Right to Cancel — Installment Contracts

Florida Law (Fla. Stat. §520.72):

If this contract provides for installment payments over a period greater than 90 days, the Homeowner has the right to cancel within

three (3) business days

by notifying the contractor. The contractor must refund all payments within 20 days of receiving notice of cancellation.

Section 10: Dispute Resolution

10.1 Informal Resolution

The parties agree to attempt informal resolution by written notice. The other party shall respond in writing within **15 business days**.

10.2 Mediation

If informal resolution fails, the parties agree to submit the dispute to non-binding mediation before a mutually agreed mediator. Mediation costs shall be shared equally.

10.3 Legal Action

If mediation fails, either party may pursue legal action in the county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 11: Construction Lien Notice

Florida Law (Chapter 713, Florida Statutes):

Florida's Construction Lien Law allows contractors, subcontractors, and material suppliers to place a construction lien on your property if they are not paid for work or materials. This lien can affect your ability to sell or refinance.

11.1 Notice of Commencement

Before work begins on any project exceeding \$2,500, the Homeowner must record a Notice of Commencement with the Clerk of Courts in the county where the property is located (Fla. Stat. §713.13). A certified copy must be posted at the job site. The Notice of Commencement is valid for one year from the recording date.

- Homeowner has recorded the Notice of Commencement with the Clerk of Courts
- A certified copy is posted at the job site

11.2 Notice to Owner

Under Florida law (Fla. Stat. §713.06), subcontractors and material suppliers must serve a Notice to Owner within **45 days** of first furnishing labor or materials. If you receive a Notice to Owner, it does not mean there is a problem — it preserves the sender's right to file a lien if they are not paid. Keep all Notices to Owner on file.

11.3 Protecting Against Construction Liens

- › Request **lien waivers** from the contractor and all subcontractors with each progress payment
- › Request a **final lien waiver and contractor's affidavit** before making the final payment
- › A contractor's claim of lien must be recorded within **90 days** after the final furnishing of labor or materials
- › A lien must be enforced by filing a lawsuit within **1 year** of recording the claim of lien, or it expires
- › Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project

Section 12: Additional Florida Requirements

12.1 Contractor Licensing Statement

Contractors in the State of Florida are regulated by the Department of Business and Professional Regulation (DBPR), Construction Industry Licensing Board (CILB). Any questions concerning a contractor may be directed to the DBPR at: Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, FL 32399-0783, or online at myfloridalicense.com.

12.2 Deposit Compliance Under Fla. Stat. §489.126

If the Contractor receives an initial payment exceeding 10% of the contract price:

- Contractor shall apply for all required permits within 30 days of receiving payment
- Contractor shall start work within 90 days of permit issuance
- Failure to comply may constitute theft under Florida law

Section 13: General Provisions

- › **Entire Agreement:** This contract, including all exhibits and change orders, constitutes the entire agreement. No prior verbal or written representations shall be binding unless incorporated herein.
- › **Severability:** If any provision is found unenforceable, the remaining provisions continue in full force.
- › **Governing Law:** This contract shall be governed by the laws of the State of Florida.
- › **Notice:** All notices shall be in writing and delivered to the addresses in Section 1, by personal delivery, certified mail, or email with confirmed receipt.
- › **Assignment:** Neither party may assign this contract without prior written consent of the other party.

Section 14: Exhibits and Attachments

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Buyer's Right to Cancel Notice (if applicable)
- Exhibit D: Contractor's DBPR License Printout
- Exhibit E: Certificates of Insurance
- Exhibit F: Notice of Commencement (recorded copy)
- Additional:

Signatures

By signing below, both parties acknowledge that they have read, understand, and agree to all terms of this contract.

HOMEOWNER

Signature

Printed Name

Date

HOMEOWNER (IF JOINTLY OWNED)

Signature

Printed Name

Date

CONTRACTOR

Signature

Printed Name

Title

DBPR License #

Date

Florida Pre-Signing Checklist

Before signing, confirm each item:

- Verified contractor's DBPR license is active at myfloridalicense.com
- Confirmed license type: Certified (statewide) or Registered (local jurisdiction)
- License classification covers the project type
- Workers' compensation status confirmed (required if contractor has any employees)
- Checked whether a surety bond is in place
- If initial deposit exceeds 10%, contractor must apply for permits within 30 days and start work within 90 days of permit issuance
- Buyer's Right to Cancel notice provided (if contract qualifies as home solicitation sale)
- Notice of Commencement recorded with Clerk of Courts (for projects over \$2,500)
- All blank fields in this contract are filled in — no blank spaces
- Received a signed copy of the complete contract before work starts
- Payment schedule tied to work milestones, not calendar dates
- Plans, specs, and material lists are attached or described in detail

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