



INSTRUCTIONS — NOT PART OF THE AGREEMENT

How to Use This Template

This template was built by jaspector.com to help Georgia homeowners protect themselves when hiring a contractor. It covers the key provisions relevant to Georgia contractor licensing law (O.C.G.A. Title 43, Chapter 41), mechanics' lien protections (O.C.G.A. §44-14-360 et seq.), and federal cancellation rights.

Before You Start

1. **Verify the contractor's license.** Use the Georgia Secretary of State License Verification portal at verify.sos.ga.gov and search under "Building & Contractors" professions. Confirm the license is active, the classification matches your project, and the qualifying agent is current. See our Georgia license lookup guide at jaspector.com/resources/contractor-license-requirements/georgia/ for step-by-step help.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty.
3. **Review each Georgia callout box.** These boxes highlight state-specific legal protections. Read them carefully — they explain your rights as a homeowner.
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 Georgia-licensed attorney review the agreement.

Field-by-Field Guide

- **Section 1 (Parties):** Fill in the legal names exactly as they appear on official documents. The contractor's Georgia license number should match the Secretary of State record.
- **Section 2 (Scope):** Be as specific as possible. "Kitchen remodel" is not enough — list materials, dimensions, finishes, and what is excluded.
- **Section 3 (Payment):** Georgia does not impose a statutory deposit cap, but keep the down payment reasonable (no more than one-third of the contract price is a common guideline). Tie every payment to a completed milestone, not a calendar date.
- **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 (Lien Notice):** Georgia law requires the contractor to provide a Notice of Lien Rights before or at contract signing (O.C.G.A. §44-14-361.3). Make sure you receive it.
- **Section 14 (Exhibits):** Attach all plans, specs, the Notice of Lien Rights, and the contractor's license printout. Check each box for what you are including.

Georgia Legal Notes

- **Licensing threshold:** A Georgia state license is required for residential and general contracting work valued over \$2,500 (O.C.G.A. §43-41-17). Some specialty trades (plumbing, electrical, HVAC) have separate licensing requirements.
- **No statutory deposit cap:** Unlike some states, Georgia does not cap the down payment amount. Negotiate a reasonable deposit and document it clearly.
- **Mechanics' lien notice:** Contractors must provide a Notice of Lien Rights at or before contract signing (O.C.G.A. §44-14-361.3). Without this notice, the contractor's lien rights may be limited.
- **Lien filing deadline:** Contractors and suppliers must file a lien claim within 90 days of completing work or furnishing materials (O.C.G.A. §44-14-366).
- **Workers' compensation:** Required for employers with 3 or more employees (O.C.G.A. §34-9-2). Verify coverage even if not legally required.
- **Cancellation rights:** The federal FTC 3-day cooling-off rule applies to contracts solicited at your home (door-to-door sales). Georgia supplements this under O.C.G.A. §10-1-6.
- **License verification (Section 1):** Verify the contractor's license at verify.sos.ga.gov (search under "Building & Contractors") before signing. Confirm the license is active, the classification covers your project type, and the qualifying agent is current. Under O.C.G.A. §43-41-17, it is illegal to perform residential or general contracting work on projects valued over \$2,500 without a valid state license.
- **Permits (Section 2):** The contractor should pull permits for work requiring a license. Georgia counties and municipalities set their own building permit requirements. Metro Atlanta jurisdictions (Fulton, DeKalb, Cobb, Gwinnett, etc.) each have their own permit offices and inspection schedules. If a contractor asks the homeowner to pull the permit, that may indicate an attempt to work outside their license classification.
- **Payment schedule (Section 3):** Georgia does not impose a statutory cap on down payments for home improvement contracts. However, homeowners should limit the down payment to a reasonable amount (typically no more than one-third of the contract price) and tie all subsequent payments to completed work milestones — not calendar dates.
- **Workers' comp (Section 8):** Georgia requires workers' compensation coverage for employers with three (3) or more employees, including part-time and full-time workers (O.C.G.A. §34-9-2). Even if not legally required, verify whether the contractor carries workers' compensation — if an uninsured worker is injured on your property, you may face liability. Verify coverage at sbwc.georgia.gov.
- **Right to cancel (Section 9):** If the contract was solicited and signed at the Homeowner's residence or at a location other than the Contractor's permanent place of business (a "door-to-door sale"), the Homeowner has the right to cancel within three (3) business days of signing without penalty under the FTC Cooling-Off Rule (16 C.F.R. §429) and O.C.G.A. §10-1-6. The Contractor must provide a written "Notice of Right to Cancel" at signing. Failure to provide this notice may extend the cancellation period. This right applies to transactions of \$25 or more under the FTC rule.
- **Dispute resolution (Section 10):** Homeowners may file a complaint with the Georgia State Licensing Board for Residential and General Contractors (under the Secretary of State's office). The Board investigates complaints involving licensed and unlicensed contractor activity. Filing a complaint does not prevent pursuing legal remedies. File at sos.ga.gov.
- **Mechanics' liens (Section 11):** Georgia allows contractors, subcontractors, and material suppliers to place a mechanics' lien (also called a "materialman's lien") on your property if they are not paid for work or materials. This lien can affect your ability to sell or refinance. At or before the time of entering into a contract, the contractor

must give the homeowner a written "Notice of Lien Rights" (O.C.G.A. §44-14-361.3). If the contractor fails to provide this notice, the contractor's lien rights may be limited.

- **Change orders (Section 5):** Georgia courts enforce the written terms of construction contracts. Oral modifications may be difficult to prove and enforce. Always document changes in writing before the changed work begins.
 - **Licensing board contact (Section 12):** Georgia Secretary of State, Professional Licensing Boards Division, 214 State Capitol, Atlanta, GA 30334. Phone: (478) 207-2440. Website: sos.ga.gov.
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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.

GEORGIA HOMEOWNER-CONTRACTOR AGREEMENT

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1. Parties

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

Georgia License Number

Georgia License Classification

Qualifying Agent Name

Business Address

Phone

Email

Workers' Comp Policy #

General Liability Policy #

2. Scope of Work

2.1 Project Description

Describe the work in specific, measurable detail. Include materials, methods, dimensions, and reference any plans, drawings, or specifications attached as exhibits.

2.2 Work NOT Included

Explicitly list work excluded from this contract to prevent scope disputes.

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

3. Contract Price and Payment Schedule

3.1 Total Contract Price

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

3.2 Payment Schedule

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

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, 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

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.

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 applicable Georgia building codes and 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 Georgia state license must hold a valid, active license
- Homeowner may request license numbers for any subcontractor working on the project

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

8. Insurance

8.1 Contractor Insurance Requirements

COVERAGE	MINIMUM AMOUNT
General Liability	...\$.....
Workers' Compensation	Statutory limits (required if 3+ employees per O.C.G.A. §34-9-2)
Automobile Liability (if applicable)	...\$.....

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

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 Three-Day Right to Cancel (Door-to-Door Sales)

If this contract was solicited and signed at the Homeowner's residence or at a location other than the Contractor's permanent place of business, the Homeowner has the right to cancel within three (3) business days of signing without penalty. The Contractor must provide a written "Notice of Right to Cancel" at signing.

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 Superior Court of the county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs. Georgia Magistrate Courts handle claims up to \$15,000 (O.C.G.A. §15-10-2).

11. Mechanics' Lien Notice

11.1 Notice of Lien Rights (Notice to Owner)

At or before the time of entering into this contract, the contractor must give the homeowner a written "Notice of Lien Rights" as required by O.C.G.A. §44-14-361.3. The notice must state in substance:

"Georgia law (O.C.G.A. §44-14-361 et seq.) provides for the filing of liens against your real property by persons who supply labor, services, or materials for the improvement of your property if such persons are not paid. In the event of a dispute, a valid lien may be filed against your property. This may result in the loss of your home through a court-ordered foreclosure sale. To avoid this, it is important that you obtain lien waivers from all persons who supply labor, services, or materials for the improvement of your property."

11.2 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final lien waiver** from all parties upon final payment
- Under O.C.G.A. §44-14-366, a contractor must file a claim of lien within **90 days** of completing work or furnishing materials
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Homeowners may file a **Notice of Commencement** with the county clerk of superior court before work begins to establish a public record of the project

11.3 Subcontractor Lien Rights

Under Georgia law, subcontractors and material suppliers who are not in privity with the homeowner must file a Preliminary Notice of Lien Rights to preserve their lien rights. If you receive such a notice, 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 such notices on file.

12. Additional Georgia Requirements

12.1 Licensing Requirements Under O.C.G.A. Title 43, Chapter 41

Georgia law requires that residential and general contractors be licensed by the State Licensing Board:

- The contractor holds a valid Georgia license for the project scope
- License type: Residential-Basic (RBC), Residential-Light Commercial (RLCC), or General Contractor (GC) — as appropriate
- The qualifying agent listed on the license is associated with the contracting company
- For projects valued over \$2,500 (including labor and materials), a state license is required (O.C.G.A. §43-41-17)

12.2 Contract Best Practices Under Georgia Law

While Georgia does not prescribe a statutory checklist of mandatory contract terms like some states, the following are strongly recommended:

- The contractor's name, business address, and Georgia license number
- A description of the work to be performed and materials to be used
- The contract price and payment schedule
- The approximate start and completion dates
- The Notice of Lien Rights (required by O.C.G.A. §44-14-361.3)
- Workers' compensation coverage disclosure

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 Georgia.
- **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.

14. Exhibits and Attachments

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Right to Cancel (if door-to-door sale)
- Exhibit D: Notice of Lien Rights (required by O.C.G.A. §44-14-361.3)
- Exhibit E: Contractor's Georgia License Printout
- Exhibit F: Certificates of Insurance
- 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

Georgia License #

Date

Georgia Pre-Signing Checklist

Before signing, confirm each item:

- Verified contractor's Georgia license is active at verify.sos.ga.gov
- License classification covers the project type (RBC, RLCC, or GC)
- Qualifying agent confirmed and associated with the contracting company
- Workers' compensation status confirmed (required if 3+ employees)
- General liability insurance confirmed
- Notice of Lien Rights provided by contractor (O.C.G.A. §44-14-361.3)
- Down payment is reasonable and tied to a work milestone
- 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
- If signed at home (door-to-door), Notice of Right to Cancel provided

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It is not legal advice. Consult a Georgia-licensed attorney before executing any construction contract.

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