



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Hawaii Homeowner-Contractor Agreement

Before you begin: This template helps you understand what a strong Hawaii contractor agreement looks like. It is an educational starting point provided by **jaspector.com** — not a finished contract, and not legal advice.

Hawaii law imposes specific requirements on home construction and improvement contracts, and county jurisdictions may add further obligations. Have this document reviewed by a Hawaii-licensed attorney before use. Use of this template does not create an attorney-client relationship, and jaspector.com assumes no liability for any outcomes arising from its use.

How to Use This Template

1. **Verify the contractor's license.** Use the **DCCA Professional and Vocational Licensing** public license search at mypvl.dcca.hawaii.gov to confirm the license is current, the classification (A, B, or C-specialty) covers your project type, and the business name matches the contract. Hawaii requires contractor licensing for projects of \$1,000 or more (HRS §444-9).
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. HRS §444-25.5 requires a written contract signed by both parties before any work begins, and the homeowner is entitled to a completely filled-in signed copy.
3. **Review each Hawaii callout.** These notes highlight state-specific legal protections, including the Contractor Repair Act pre-litigation notice, lien filing deadlines, and door-to-door cancellation rights. Read them carefully.
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 Hawaii-licensed attorney review the agreement.

Field-by-Field Guide

- **Section 1 (Parties):** Fill in legal names exactly as they appear on official documents. The contractor's DCCA license number and classification are required under HRS §444-25.5. Include the island and county — each county administers its own building permit process.
- **Section 2 (Scope):** Be as specific as possible. List materials, dimensions, finishes, and what is excluded. Vague scope descriptions are the leading cause of residential construction disputes.
- **Section 3 (Payment):** Hawaii does not impose a statutory down payment cap for residential construction contracts. However, tie every payment to a completed milestone, not a calendar date. Confirm whether the contract price is inclusive or exclusive of General Excise Tax (GET) — currently 4% statewide, 4.5% on Oahu.

- **Section 4 (Timeline):** Get start and completion dates in writing. Fill in the delay penalty fields. Factor in realistic lead times for inter-island shipping and mainland freight — these can cause material delays uncommon on the mainland.
- **Section 7 (Warranties):** Fill in the express warranty period. One year is common; negotiate for more on major work.
- **Section 10.3 (Contractor Repair Act):** Before filing a lawsuit for construction defects, you must serve a written notice of claim on the contractor at least 90 days before filing suit (HRS Chapter 672E). Do not skip this step — it is mandatory.
- **Section 11 (Liens):** Hawaii's lien filing deadline is only 45 days after completion of work — one of the shortest in the country. Hawaii does not require preliminary notice to preserve lien rights, so you may not know which subcontractors or suppliers have lien exposure. Request a full list of all parties at the start of the project.
- **Section 14 (Exhibits):** Attach all plans, specs, the DCCA license printout, the Contractor Repair Act notice, and any cancellation notice. Check each box for what you are including.

Hawaii Legal Notes

Section 1 — DCCA Licensing (HRS §444-9): Hawaii requires a contractor license for any project valued at \$1,000 or more. The DCCA licenses contractors in three classifications: A (General Engineering), B (General Building), and C (Specialty). Confirm the contractor's classification covers your project type. The Responsible Managing Employee (RME) listed on the license is personally responsible for field operations. Verify at mypvl.dcca.hawaii.gov before signing.

Section 3 — General Excise Tax (GET): Hawaii imposes a General Excise Tax (GET) rather than a traditional sales tax. Contractors typically pass the GET through to the homeowner. Confirm whether the contract price is GET-inclusive or GET-exclusive, and confirm the applicable rate: 4% statewide, 4.5% on Oahu.

Section 8.2 — Contractor Bond (HRS §444-16): Hawaii-licensed contractors must maintain a surety bond as a condition of licensure. The minimum bond is \$5,000, but the Contractors License Board may set higher amounts based on financial condition and experience. Failure to maintain the bond causes automatic forfeiture of the license. Under HRS §444-25.5, the contractor must also verbally explain the homeowner's option to demand bonding on the specific project.

Section 9.3 — Door-to-Door Cancellation Rights (HRS Chapter 481C): If the contract was solicited in person and signed at a place other than the contractor's place of business, the homeowner may have the right to cancel within three (3) business days under Hawaii's Door-to-Door Sales Act. This right does not apply if the homeowner initiated contact and requested the contractor visit. The contractor must verbally disclose this right and include the required Notice of Cancellation in the contract.

Section 10.3 — Contractor Repair Act (HRS Chapter 672E): Before filing a lawsuit alleging construction defects, the homeowner must serve the contractor with a written notice of claim at least 90 days before filing. The notice must describe the defect in detail and include test results. The contractor then has the opportunity to inspect, offer repairs, or settle. This pre-litigation process is mandatory. The required notice language is set out in Section 12.2 of this agreement.

Section 11 — Mechanics' Liens (HRS Chapter 507): Hawaii has a 45-day lien filing deadline after completion of work — one of the shortest in the country. Hawaii does not require preliminary notice to preserve lien rights, which means subcontractors and suppliers can file liens without prior notice to you. Request a complete list of all parties performing work or supplying materials at the start of the project, and collect lien waivers with every payment.

Section 12 — DCCA Complaints: You may file a complaint with the Department of Commerce and Consumer Affairs (DCCA) at any time regarding licensed or unlicensed contractor activity. Contact the DCCA Consumer Resource Center at 1-844-808-DCCA (3222) or visit cca.hawaii.gov/ocp/. Filing a complaint does not prevent you from pursuing civil remedies.

About Jaspector

jaspector.com is an AI-powered property advisory service that helps homeowners navigate construction projects, verify contractors, and resolve disputes. If a problem arises during your project, jaspector.com 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.

HAWAII HOMEOWNER-CONTRACTOR AGREEMENT

SECTION 1: PARTIES

Homeowner (Property Owner)

Name(s)

Property Address

Island / County

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

DCCA Contractor License Number

License Classification(s)

Responsible Managing Employee (RME)

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

Hawaii Requirement (HRS §444-9): Verify the contractor's license at the DCCA Professional and Vocational Licensing public license search at mypvl.dcca.hawaii.gov before signing. Confirm the license is current, the classification (A, B, or C-specialty) covers your project type, and the business name matches the contract. Hawaii requires contractor licensing for projects of \$1,000 or more.

SECTION 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 that is 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

Hawaii Note: The contractor, not the homeowner, should pull permits for licensed work. Each county (Honolulu, Maui, Hawaii, Kauai) administers its own building permit process. Confirm which county's building department has jurisdiction over your property.

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

Item	Amount
Total Contract Price	\$

Item	Amount
General Excise Tax / GET (if applicable)	\$
Permit Fees (if billed separately)	\$
Total Amount Due	\$

Hawaii Note — General Excise Tax (GET): Hawaii imposes a General Excise Tax (GET) rather than a traditional sales tax. Contractors typically pass the GET through to the homeowner. Confirm whether the contract price is GET-inclusive or GET-exclusive, and confirm the applicable rate: currently 4% statewide, 4.5% on Oahu.

3.2 Payment Schedule

Hawaii Law: Unlike some states, Hawaii does not impose a statutory cap on down payments for residential construction contracts. It is reasonable practice to tie payments to completed milestones rather than calendar dates and to avoid paying the full contract price before work begins.

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$	Upon signing
Progress Payment 1	\$	
Progress Payment 2	\$	
Progress Payment 3	\$	
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

Milestone	Date
Estimated Start Date	

Milestone

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 tropical storms and hurricanes), permit delays, material shortages, inter-island and mainland freight delays, acts of God, government orders
- Non-excusable delays exceeding ___ business days entitle Homeowner to a daily credit of \$ _____ (liquidated damages), not to exceed ___% of the total contract price
- If the project is not substantially complete within ___ days of the estimated completion date (excluding excusable delays), Homeowner may terminate this contract 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

Hawaii Requirement (HRS §444-25.5): Hawaii law requires that home construction and improvement contracts be in writing and signed by both parties before work begins. Any material changes should also be documented in writing.

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
- Specific materials, brands, and grades are listed in: Section 2.1 / Exhibit B
- 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 Hawaii building codes and county 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 will / will not use subcontractors
- If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- All subcontractors performing work that requires a Hawaii contractor license must hold a valid, current license with the DCCA
- Homeowner may request 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

This warranty does not cover:

- 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

Contractor shall maintain, at minimum, the following coverage for the duration of the project:

Coverage	Minimum Amount
General Liability	\$
Workers’ Compensation	Statutory limits (required under HRS Chapter 386 if Contractor has employees)

Coverage	Minimum Amount
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 Contractor Bond

Hawaii Requirement (HRS §444-16): Hawaii-licensed contractors must maintain a surety bond as a condition of licensure. The minimum bond amount is \$5,000, but the Contractors License Board may set higher amounts based on the contractor’s financial condition and experience. Failure to maintain the bond causes automatic forfeiture of the license. Under HRS §444-25.5, the contractor must verbally explain the homeowner’s option to demand bonding on the project and the approximate cost of such a bond.

SECTION 9: TERMINATION

9.1 Homeowner’s Right to Terminate

Homeowner may terminate this contract at any time by providing written notice to Contractor. Upon termination:

- Homeowner shall pay for all work satisfactorily completed and materials delivered to the job site as of the termination date
- Contractor shall provide an itemized accounting of all work completed and materials delivered within **10 business days** of termination
- Contractor shall not charge a cancellation penalty exceeding the actual costs reasonably incurred

9.2 Contractor’s Right to Terminate

Contractor may terminate this contract if:

- Homeowner fails to make a payment due under this contract within ___ days of written notice of default
- Conditions at the job site make the work unsafe or illegal to continue

9.3 Cancellation Rights (Door-to-Door Sales)

Hawaii Law (HRS Chapter 481C): If this contract was solicited in person and signed at a place other than the Contractor’s place of business, the Homeowner may have the right to cancel within **three (3) business days** of signing without penalty under Hawaii’s Door-to-Door Sales Act. The contractor must verbally inform the consumer of this right and include the required “Notice of Cancellation” language in the contract. This right does not apply if the homeowner initiated contact and requested the contractor visit the property to discuss the project. Upon cancellation, all payments must be returned within ten (10) business days.

SECTION 10: DISPUTE RESOLUTION

10.1 Informal Resolution

The parties agree to attempt informal resolution of any dispute by written notice describing the issue. 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 Contractor Repair Act (HRS Chapter 672E)

Hawaii Law (HRS Chapter 672E): Before filing a lawsuit alleging construction defects, the Homeowner must serve the Contractor with a written notice of claim at least **90 days** before filing suit. The notice must describe the claim in detail and include the results of any testing. The Contractor then has an opportunity to inspect, offer repairs, or settle the claim. This pre-litigation process is mandatory under HRS Chapter 672E (Contractor Repair Act). See required notice language in Section 12.2.

10.4 DCCA Complaint

Hawaii Resource: Homeowners may file a complaint with the Department of Commerce and Consumer Affairs (DCCA) at any time. DCCA investigates complaints involving licensed and unlicensed contractor activity. Filing a complaint does not prevent pursuing legal remedies. Contact the DCCA Consumer Resource Center at 1-844-808-DCCA (3222) or visit cca.hawaii.gov/ocp/.

10.5 Legal Action

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

Hawaii Courts: Small claims court handles disputes up to \$5,000. The District Court Regular Claims Division handles cases up to \$40,000. Claims exceeding \$40,000 must be filed in Circuit Court.

SECTION 11: MECHANICS' LIEN NOTICE

Hawaii Law (HRS Chapter 507, §§507-42 to 507-49): Hawaii allows contractors, subcontractors, and material suppliers to place a mechanics' 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 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final lien waiver** upon final payment

- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Under HRS §444-25.5, the contractor must explain all lien rights verbally to the homeowner before or at the time of signing

11.2 Mechanics' Lien Filing Deadlines

Under Hawaii law:

- A mechanics' lien must be filed with the circuit court within **45 days** after completion of the work — one of the shortest deadlines in the country
- The lien claimant must then enforce the lien within **3 months** after the lien attaches (HRS §507-47)
- Hawaii does **not** require a preliminary notice to preserve lien rights — any party who furnishes labor or materials may file a lien without prior notice to the owner

Hawaii Note: Because Hawaii does not require preliminary notices, you may not know which subcontractors and suppliers have lien rights on your property. Requesting a full list of all parties performing work or supplying materials is strongly recommended.

SECTION 12: ADDITIONAL HAWAII REQUIREMENTS

12.1 Written Contract Requirements (HRS §444-25.5)

Hawaii law requires that home construction and improvement contracts include:

- A written contract signed by both the contractor and the homeowner
- Execution of the contract before any work begins
- Verbal disclosure of all lien rights of all parties performing under the contract
- Verbal disclosure of the homeowner's option to demand bonding and the approximate cost
- Notice of the contractor's right to resolve construction defects before litigation (HRS §672E-11)
- Any other information the Contractors License Board requires by rule

12.2 Contractor Repair Act Notice (HRS §672E-11)

Required Notice: "CHAPTER 672E, HAWAII REVISED STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REMODELED, OR REPAIRED YOUR RESIDENCE. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR WITH THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS STATUTE THAT MUST BE FOLLOWED."

12.3 Licensing Disclosure

Contractors are required by law to be licensed and regulated by the Contractors License Board, Department of Commerce and Consumer Affairs (DCCA). Any questions concerning a contractor may be referred to the DCCA at 335 Merchant Street, Honolulu, HI 96813, or by calling 1-844-808-DCCA (3222).

SECTION 13: GENERAL PROVISIONS

13.1 Entire Agreement

This contract, including all exhibits and change orders, constitutes the entire agreement between the parties. No prior verbal or written representations shall be binding unless incorporated herein.

13.2 Severability

If any provision of this contract is found unenforceable, the remaining provisions shall continue in full force and effect.

13.3 Governing Law

This contract shall be governed by the laws of the State of Hawaii.

13.4 Notice

All notices under this contract shall be in writing and delivered to the addresses listed in Section 1, by personal delivery, certified mail, or email with confirmed receipt.

13.5 Assignment

Neither party may assign this contract without the prior written consent of the other party.

SECTION 14: EXHIBITS AND ATTACHMENTS

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Contractor Repair Act Notice (HRS §672E-11)
- Exhibit D: Notice of Cancellation (if applicable under HRS Chapter 481C)
- Exhibit E: Contractor's DCCA 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

DCCA Contractor License #

Date

HAWAII PRE-SIGNING CHECKLIST (FOR HOMEOWNER USE)

Before signing, confirm:

- Verified contractor's DCCA license is current at mypvl.dcca.hawaii.gov

- License classification (A, B, or C-specialty) covers the project type

- Business name on the license matches the contract

- Responsible Managing Employee (RME) identified and active on the license

- Workers' compensation status confirmed (if contractor has employees)

- Contractor has explained all lien rights verbally as required by HRS §444-25.5

- Contractor has explained your option to demand bonding on the project

- Contractor Repair Act notice (HRS §672E-11) is included in the contract

- Cancellation notice provided (if contract solicited at home or away from contractor's place of business)

- GET (General Excise Tax) treatment is clearly stated (included or separate)

- 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

This template was prepared by jaspector.com as an educational resource for Hawaii homeowners. It is not legal advice. Consult a Hawaii-licensed attorney before executing any construction contract. — Template Version 1.0, March 2026