



INSTRUCTIONS — NOT PART OF THE AGREEMENT

This template helps Idaho homeowners understand what a strong contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Idaho contractor registration law, lien statutes, and consumer protection rules impose specific requirements, and local jurisdictions may add further obligations. Have this document reviewed by an Idaho-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 registration.** Use the Idaho Division of Occupational and Professional Licenses (DOPL) contractor lookup at dopl.idaho.gov/con to confirm the registration is active and that the legal business name matches this contract exactly.
2. **Download and print this document.** Fill in every blank field before signing. Do not leave any section empty or sign a contract with blank spaces.
3. **Read the Idaho Legal Notes below.** They explain the registration threshold, general contractor disclosure requirements, cancellation rights, and mechanics' lien protections specific to Idaho.
4. **Both parties sign.** You and the contractor each receive a signed copy before any work starts.
5. **Consult an attorney.** For large projects or complex scopes, have an Idaho-licensed attorney review the agreement before you sign.

Field-by-Field Guide

Section 1 — Parties

Fill in legal names exactly as they appear on official documents. Enter the contractor's Idaho registration number. The registration number must also appear on any building permit pulled for the project (Idaho Code §54-5209). Registration is required for projects valued at \$2,000 or more in combined labor and materials. Verify the registration and confirm that general liability insurance of at least \$300,000 is in force before signing.

Section 2 — Scope of Work

Be as specific as possible. "Bathroom remodel" is not enough — list materials (tile type, fixture brands, lumber grades), dimensions, finishes, and what is explicitly excluded. Vague scopes are the leading cause of contractor disputes in Idaho.

Section 3 — Payment Schedule

Idaho has no statutory cap on contractor down payments for home improvement contracts. Homeowners should negotiate conservatively — limit upfront payments to mobilization costs and nonreturnable materials — and tie all subsequent payments to completed, verifiable work milestones, not calendar dates. Never pay the full contract price before work is complete.

Section 4 — Timeline

Get start and completion dates in writing. Fill in the delay penalty fields — these protect you if the contractor falls behind without justification.

Section 7 — Warranties

Fill in the warranty period. One year is common; negotiate for longer on major work. Ensure manufacturer warranties are passed through to you in writing.

Section 9.3 — Buyer's Right to Cancel

If the contractor personally solicited the sale and you signed at your residence, Idaho Code §28-43-401 et seq. (Home Solicitation Sales Act) gives you the right to cancel until midnight of the third business day after signing. The contractor must provide a written statement of your cancellation right under the caption "BUYER'S RIGHT TO CANCEL." To cancel: deliver written notice to the contractor's address or mail it (effective when postmarked).

Section 11 — Mechanics' Lien

Idaho mechanics' liens are filed at the county recorder's office. A lien claim must be filed within **90 days** of completion of labor or furnishing of materials (Idaho Code §45-507). A suit to foreclose must be commenced within **six months** of the lien filing date. For contracts exceeding \$2,000, the general contractor must provide you with a written General Contractor Disclosure Statement before final payment. Request lien waivers with every payment.

Section 14 — Exhibits

Attach all plans, specs, the contractor's Idaho DOPL registration printout, certificates of insurance, the Buyer's Right to Cancel notice (if applicable), and the General Contractor Disclosure Statement. Check each box for what you are including.

Idaho Legal Notes

Note 1 — Contractor Registration Threshold (Sections 1, 6.3, 12.1)

Under Idaho Code §54-5201 et seq., contractors must register with the Idaho Contractors Board through DOPL before performing work valued at **\$2,000 or more** in combined labor and materials. Registration is not a license — it does not certify competence or experience. It does require the contractor to carry general liability insurance of at least \$300,000 (including completed operations) under Idaho Code §54-5210. Always verify

registration status and insurance in force before signing. Working with an unregistered contractor on a qualifying project exposes you to legal and financial risk.

Note 2 — No Statutory Deposit Cap (Section 3.2)

Idaho does not impose a statutory dollar cap on contractor down payments for home improvement contracts. Unlike California (capped at \$1,000 or 10%), Idaho homeowners must negotiate the deposit amount directly. Best practice: limit upfront payments to documented mobilization costs and nonreturnable materials. A down payment exceeding 25–33% of the contract price for work that has not yet begun warrants careful scrutiny. Tie every subsequent payment to a completed, verifiable work milestone.

Note 3 — General Contractor Disclosure Statement (Section 11.1)

Idaho Code §45-525 requires the general contractor, for contracts exceeding \$2,000, to provide the homeowner with a written disclosure statement **before final payment** that includes: (1) a list of all subcontractors, materialmen, and rental equipment providers who supplied materials or performed work valued over \$500; (2) notice of the homeowner's right to require lien waivers from subcontractors; (3) proof of general liability and workers' compensation insurance; (4) notice of the homeowner's right to purchase extended title insurance covering unfiled liens; and (5) notice of the homeowner's right to require a surety bond at homeowner's expense. Failure to provide this disclosure is an unlawful and deceptive act under the Idaho Consumer Protection Act (Idaho Code §48-601 et seq.).

Note 4 — Mechanics' Lien Deadlines (Section 11)

Idaho mechanics' lien law (Idaho Code Title 45, Ch. 5) sets the following key deadlines: A lien claim must be filed with the county recorder within **90 days** of the last date labor, services, or materials were furnished (Idaho Code §45-507). A suit to foreclose the lien must be commenced within **six (6) months** of the lien filing date (Idaho Code §45-510). There is no preliminary notice requirement in Idaho for most claimants, meaning subcontractors and suppliers can file liens without advance warning to the homeowner. Request unconditional lien waivers from the contractor and all known subcontractors with each progress payment.

Note 5 — Home Solicitation Cancellation (Section 9.3)

The Idaho Home Solicitation Sales Act (Idaho Code §28-43-401 to §28-43-403) applies when a contractor or representative personally solicits the sale and the homeowner signs the agreement at the homeowner's residence (or a location other than the contractor's place of business). The homeowner may cancel until **midnight of the third business day** after signing without penalty or obligation. The contractor must provide a written "BUYER'S RIGHT TO CANCEL" statement at the time of signing. Cancellation is effective when written notice is given to the contractor — if mailed, it is effective when properly addressed, postage prepaid, and deposited in a mailbox.

Note 6 — Surety Bond (Section 8.2)

Idaho does not require contractors to carry a surety bond as a condition of registration. However, under Idaho Code §45-525, homeowners have the right to require a surety bond in an amount up to the value of the construction project, at the homeowner's expense. For large or complex projects, consider requesting a

performance and payment bond from the contractor — this provides financial protection if the contractor fails to complete the work or fails to pay subcontractors and suppliers.

Note 7 — Small Claims Limit (Section 10.4)

Idaho small claims court (Idaho Code §1-2301) handles disputes up to **\$5,000**. For disputes above that threshold, the matter proceeds in Idaho District Court. Idaho follows the American Rule on attorney's fees: fees are generally not awarded to the prevailing party unless a statute or contract expressly provides for it — which is why Section 10.4 of this template includes an attorney's fee provision.

Note 8 — DOPL Complaint Process

Homeowners may file a complaint with the Idaho Contractors Board through the Division of Occupational and Professional Licenses at any time. DOPL investigates complaints involving both registered and unregistered contractor activity. Filing a complaint does not prevent you from also pursuing civil legal remedies. Contact DOPL at dopl.idaho.gov/con or by mail at Idaho Division of Occupational and Professional Licenses, P.O. Box 83720, Boise, ID 83720-0063.

About Jaspector

jaspector.com 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 and notes 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. Template Version 1.0 — March 21, 2026.

IDAHO HOMEOWNER-CONTRACTOR AGREEMENT

This agreement is entered into by the Homeowner and Contractor identified in Section 1 below.

Section 1 — Parties

Homeowner (Property Owner)

Name(s) _____

Property Address _____

Mailing Address (if different) _____

Phone _____

Email _____

Contractor

Business Name (Legal Entity) _____

Idaho Registration Number _____

Business Address _____

Phone _____

Email _____

Workers' Compensation Policy # _____

General Liability Policy # _____

Section 2 — Scope of Work

2.1 Project Description

2.2 Work NOT Included

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 (circle one)

Note: Idaho Code §54-5209 requires the contractor's registration number to be entered on the face of any building permit and posted conspicuously at the job site.

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

Idaho has no statutory cap on down payments. Limit the deposit to mobilization costs and nonreturnable materials. Tie all payments to completed work milestones, not calendar dates.

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

Payment	Amount	Trigger (Work Milestone)
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, permit delays, material shortages, 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.

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 (circle applicable)
- 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 Idaho 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 will / will not use subcontractors (circle one)
- If subcontractors are used, Contractor remains fully responsible for their work, registration, and insurance
- All subcontractors performing work valued at \$2,000 or more must hold a valid Idaho contractor registration
- Homeowner may request registration 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 (including completed operations)	\$300,000 single limit (Idaho Code §54-5210 minimum)
Workers' Compensation	Statutory limits (required if Contractor has 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 Surety Bond

Idaho does not require contractors to carry a surety bond as a condition of registration. Under Idaho Code §45-525, the Homeowner has the right to require, at the Homeowner's expense, a surety bond in an amount up to the value of this project. Contractor represents that all required insurance is currently in force.

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 within 10 business days; Contractor shall not charge a cancellation penalty exceeding actual costs reasonably incurred.

9.2 Contractor's Right to Terminate

Contractor may terminate this contract if: (a) Homeowner fails to make a payment due under this contract within _____ days of written notice of default; or (b) conditions at the job site make the work unsafe or illegal to continue.

9.3 Buyer's Right to Cancel (Home Solicitation Sales)

If this contract qualifies as a home solicitation sale — meaning the Contractor or a representative personally solicited the sale and the Homeowner signed the agreement at the Homeowner's residence or at a location other than the Contractor's place of business — the Homeowner has the right to cancel this contract until **midnight of the third business day** after the day the agreement was signed, without penalty or obligation, pursuant to Idaho Code §28-43-401 et seq. The Contractor must provide a written statement of the Buyer's right to cancel under the conspicuous caption "BUYER'S RIGHT TO CANCEL" at the time of signing.

Cancellation is effective when the Homeowner gives written notice to the Contractor at the address stated in Section 1. If given by mail, cancellation is effective when the notice is properly addressed, postage prepaid, and deposited in a mailbox.

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 DOPL Complaint

Homeowners may file a complaint with the Idaho Contractors Board through the Division of Occupational and Professional Licenses (DOPL) at any time. DOPL investigates complaints involving both registered and unregistered contractor activity. Filing a complaint does not prevent the Homeowner from also pursuing legal remedies. File at: dopl.idaho.gov/con.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the Idaho District Court for the county where the property is located. For disputes of \$5,000 or less, Idaho small claims court provides a simplified process (Idaho Code §1-2301). The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 11 — Mechanics' Lien Notice

Idaho Code Title 45, Ch. 5 allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid for work or materials. A lien claim must be filed within **90 days** of the completion of labor, services, or furnishing of materials (Idaho Code §45-507). A suit to foreclose the lien must be commenced within **six (6) months** of the filing date (Idaho Code §45-510). This lien can affect your ability to sell or refinance.

11.1 General Contractor Disclosure (Idaho Code §45-525)

For contracts exceeding \$2,000, the general contractor is required by Idaho law to provide the Homeowner with a written disclosure statement before final payment that includes:

- A list of all subcontractors, materialmen, and rental equipment providers who supplied materials or performed work valued over \$500
- Notice of Homeowner's right to require lien waivers from subcontractors (at Homeowner's expense)
- Proof of general liability insurance and workers' compensation insurance

- Notice of Homeowner’s right to purchase extended title insurance covering unfiled liens
- Notice of Homeowner’s right to require a surety bond (at Homeowner’s expense)

Failure by Contractor to provide this disclosure is an unlawful and deceptive act under the Idaho Consumer Protection Act (Idaho Code §48-601 et seq.).

11.2 Protecting Against Mechanics’ Liens

- Request lien waivers from Contractor and all subcontractors with each progress payment
- Request a final unconditional lien waiver upon final payment
- Require Contractor to provide the subcontractor list required under Idaho Code §45-525 at the start of the project
- Consider purchasing extended title insurance that covers unfiled or unrecorded mechanics’ liens

Section 12 — Idaho-Specific Requirements

12.1 Contractor Registration (Idaho Code §54-5201 et seq.)

Idaho law requires contractors to register with the Idaho Contractors Board through DOPL before performing work valued at \$2,000 or more in combined labor and materials.

- Contractor’s Idaho registration is active and verified at dopl.idaho.gov/con
- Contractor’s registration number is: _____
- General liability insurance of at least \$300,000 confirmed
- Workers’ compensation insurance confirmed (if contractor has employees)

12.2 Required Insurance (Idaho Code §54-5210)

Registered contractors must maintain a general liability insurance policy, including products and completed operations coverage, with a minimum single limit of \$300,000. Contractor represents that this coverage is currently in force and will remain in force for the duration of this project.

12.3 Building Permit Registration Number (Idaho Code §54-5209)

The contractor’s registration number must be entered on the face of any building permit issued for this project and posted conspicuously at the job site. If a contractor cannot provide a valid registration number for the permit, that is a red flag and may indicate the contractor is not properly registered.

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 Idaho.

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: Buyer's Right to Cancel Notice (if home solicitation sale)
- Exhibit D: Contractor's Idaho DOPL Registration Printout
- Exhibit E: Certificates of Insurance
- Exhibit F: General Contractor Disclosure Statement (Idaho Code §45-525)
- 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

Idaho Registration #

Date

Idaho Homeowner Pre-Signing Checklist

Before signing, confirm each item below.

- Verified contractor's Idaho registration is active at dopl.idaho.gov/con
- Legal business name on contract matches the DOPL registration record exactly
- Registration number will appear on the building permit and at the job site
- Project meets the registration threshold: \$2,000 or more in combined labor and materials
- General liability insurance of at least \$300,000 confirmed (Idaho Code §54-5210)
- Workers' compensation insurance confirmed (if contractor has employees)
- Down payment is limited to mobilization costs and nonreturnable materials
- Payment schedule tied to work milestones, not calendar dates
- Buyer's Right to Cancel notice provided (if contractor solicited the sale at your home)
- General Contractor Disclosure Statement to be provided before final payment (contracts over \$2,000)
- All blank fields in this contract are filled in — no blank spaces
- Received a signed copy of the complete contract before work starts
- Plans, specs, and material lists are attached or described in detail
- List of all subcontractors and material suppliers requested from contractor
- Lien waiver plan confirmed — waivers to be collected with every payment