



INSTRUCTIONS — NOT PART OF THE AGREEMENT

This template helps Indiana 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. Indiana law imposes specific requirements on home improvement contracts under IC 24-5-11, and local jurisdictions may add further licensing and bonding obligations. Have this document reviewed by an Indiana-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 credentials.** Indiana does not have a single statewide general contractor license — most licensing is local. Confirm the contractor holds any required city or county registration, and verify state trade licenses (plumbing, electrical, HVAC) through the Indiana Professional Licensing Agency at [in.gov/pla](https://www.in.gov/pla).
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. Under IC 24-5-11, the contractor must provide a completed, signed contract before the homeowner signs or any payment is made.
3. **Read the Indiana Legal Notes below.** They explain the Home Improvement Contract Act requirements, three-day cancellation right, mechanics' lien rules, and the Home Improvement Fraud statute.
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 Indiana-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. Indiana does not have a statewide general contractor license — enter the contractor's local registration or license number and the issuing jurisdiction (city, county, or state agency). For trade-licensed work (plumbing, electrical, HVAC), the relevant state license number from the Indiana Professional Licensing Agency ([in.gov/pla](https://www.in.gov/pla)) should also be recorded. Verify that the contractor name on this contract matches the name on the license or registration record exactly.

Section 2 — Scope of Work

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

Under IC 24-5-11, a reasonably detailed description of the proposed work is a required contract element.

Section 3 — Payment Schedule

Indiana does not impose a statutory dollar cap on down payments for home improvement contracts. The Indiana Attorney General recommends homeowners pay no more than one-third (1/3) of the total contract price as a down payment. Tie all payments to completed, verifiable work milestones — not calendar dates. Under IC 24-5-11, the contractor must sign the contract before requesting any down payment.

Section 4 — Timeline

Get start and completion dates in writing, as required by IC 24-5-11. Fill in the delay penalty fields — these protect you if the contractor falls behind without justification. The contract must also include a statement of contingencies that may materially change the completion date.

Section 7 — Warranties

Fill in the warranty period. One year is standard; negotiate longer for major work. Ensure all manufacturer warranties are transferred to you in writing at project completion.

Section 9.3 — Three-Day Right to Cancel

Under IC 24-5-11-10.6, the homeowner may cancel this contract before midnight on the third business day after the later of: (1) the date the contract is signed by both parties, or (2) the date the homeowner receives written notification from their insurance company of a final coverage determination (if applicable). The contractor must provide a written cancellation notice form at the time of signing. Cancellation may be delivered by mail, in person, or by email. Upon cancellation, the contractor must return all payments within ten (10) days.

Section 11 — Mechanics' Lien

Indiana mechanics' liens are filed with the county recorder. On residential improvement projects, subcontractors and suppliers without a direct contract with the homeowner must serve a Notice of Mechanics' Lien Rights within 30 days of their first day of work. On new residential construction, this notice period is 60 days. The lien itself must be filed within 60 days of the last date labor or materials were provided on a residential project. Request lien waivers with every payment.

Section 14 — Exhibits

Attach all plans, specs, the contractor's local registration or license printout, certificates of insurance, and the cancellation notice form. Check each box for what you are including.

Indiana Legal Notes

Note 1 — Home Improvement Contract Act Requirements (IC 24-5-11)

Indiana's Home Improvement Contract Act applies to residential improvement contracts. It requires that every home improvement contract include: the consumer's name and the property address; the contractor's name, address, and telephone number; the date the contract was submitted to the consumer; a reasonably detailed

description of the proposed work; approximate start and completion dates; a statement of contingencies that may affect the completion date; the total contract price; and a statement of the consumer's right to cancel with a cancellation form. A modification to the contract is only enforceable if it is in writing and signed by the consumer.

Note 2 — No Statutory Down Payment Cap (Section 3.2)

Unlike California, Indiana does not impose a statutory dollar cap on contractor down payments for home improvement contracts. Homeowners should follow the Indiana Attorney General's guidance: limit down payments to no more than one-third (1/3) of the total contract price, and tie all subsequent payments to completed, verifiable milestones. A down payment exceeding one-third of the contract price for work that has not yet begun warrants careful scrutiny. Never pay the full contract price before work is complete.

Note 3 — Local Licensing and Registration (Section 1)

Indiana does not have a single statewide general contractor license. Licensing and registration requirements vary by jurisdiction. For example, Indianapolis/Marion County requires a general contractor license and a \$10,000 surety bond. Other cities and counties have their own requirements. Before signing, contact your local building department to confirm what registrations and bonds are required for your contractor. The Indiana Professional Licensing Agency (in.gov/pla) oversees state-level trade licenses for plumbing, electrical, and HVAC work — verify those credentials separately.

Note 4 — Three-Day Right to Cancel (IC 24-5-11-10.6)

Indiana law gives homeowners the right to cancel a home improvement contract before midnight on the third business day after the later of: (1) the date both parties sign the contract, or (2) the date the homeowner receives written notification from their insurance company of a final determination regarding coverage (if applicable). The contractor must provide a written cancellation notice form at the time of signing. Cancellation may be delivered in person, by mail, or by email to the address in the cancellation form. Upon valid cancellation, the contractor must return all payments and deposits within ten (10) days. Failure to provide the cancellation form may extend the homeowner's right to cancel.

Note 5 — Home Improvement Fraud Statute (IC 35-43-6)

Indiana's Home Improvement Fraud statute (IC 35-43-6) makes it a criminal offense for a home improvement supplier to knowingly misrepresent material facts, make false promises, or use deception to induce a consumer to enter into a home improvement contract. This statute applies to contracts exceeding \$150. Violations are a Class B misdemeanor for contracts up to \$2,500, a Class A misdemeanor for contracts of \$2,500 to \$50,000, and a Level 6 felony for contracts exceeding \$50,000. Consumers may also pursue civil remedies under the Indiana Deceptive Consumer Sales Act (IC 24-5-0.5).

Note 6 — Mechanics' Lien Deadlines (IC 32-28-3)

Indiana's mechanics' lien statute (IC 32-28-3) sets the following key deadlines: On residential improvement projects, subcontractors and material suppliers without a direct contract with the homeowner must serve a **Notice of Mechanics' Lien Rights** within **30 days** of their first day of work. On new residential construction, this notice period is **60 days**. The **lien itself** must be filed with the county recorder within **60 days** of the last

date labor or materials were furnished on a residential project (90 days for commercial). Liens are released by recording a Release of Lien with the county recorder. Request unconditional lien waivers with every payment.

Note 7 — Local Bond Requirements (Section 8.2)

Many Indiana cities and counties require contractors to post a surety bond as a condition of local registration. For example, Indianapolis requires a \$10,000 general contractor bond. Check with your local building department to confirm bond requirements for your jurisdiction and verify the contractor's bond status before signing. Bond requirements vary significantly across Indiana municipalities.

Note 8 — Indiana Attorney General Complaint Process

Homeowners may file a consumer complaint with the Indiana Attorney General's Consumer Protection Division at any time. Violations of the Home Improvement Contract Act (IC 24-5-11) constitute deceptive acts under the Indiana Deceptive Consumer Sales Act and may be investigated by the Attorney General. Filing a complaint does not prevent you from also pursuing civil legal remedies. Contact the Indiana Attorney General at in.gov/attorneygeneral/consumer-protection-division or call 1-800-382-5516.

Note 9 — Small Claims Court (Section 10.4)

Indiana small claims court handles disputes up to **\$10,000** (IC 33-29-2-1). For disputes above that threshold, the matter proceeds in Indiana Circuit or Superior Court. The prevailing party may recover reasonable attorney's fees and costs where a written contract exists and the contract includes an attorney's fees provision.

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.

INDIANA 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) _____

Local Registration / License # _____

Issuing Jurisdiction _____

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)

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

Indiana does not set a statutory cap on down payments. The Indiana Attorney General recommends no more than one-third (1/3) of the total contract price as a down payment. Under IC 24-5-11, the contractor must sign the contract before requesting any payment. Tie all payments to completed work milestones, not calendar dates.

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$ _____	Upon signing (recommended: max 1/3 of contract price)
Progress Payment 1	\$ _____	_____
Progress Payment 2	\$ _____	_____

Payment	Amount	Trigger (Work Milestone)
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

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

4.2 Contingencies Affecting Completion

The following contingencies may materially affect the completion date:

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.

Under IC 24-5-11, a modification to a home improvement contract is not enforceable against a consumer unless the modification is stated in a writing signed by the consumer.

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 Indiana 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, licensing, and insurance
- All subcontractors performing work that requires a state trade license (plumbing, electrical, HVAC) must hold a valid license issued by the Indiana Professional Licensing Agency
- Homeowner may request license or 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	\$ _____
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 Local Bond Requirements

Many Indiana cities and counties require contractors to maintain a surety bond as a condition of local registration. For example, Indianapolis requires a \$10,000 general contractor bond. Contractor represents that all locally required bonds are currently in force. Homeowner shall verify bond requirements and status with the local building department before signing.

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 Three-Day Right to Cancel (IC 24-5-11-10.6)

The Homeowner may cancel this contract before midnight on the third business day after the later of: (1) the date this contract is signed by both parties, or (2) the date the Homeowner receives written notification from

the Homeowner's insurance company of a final determination regarding coverage (if applicable). The Contractor must provide the Homeowner with a written cancellation notice form at the time of signing. Cancellation may be delivered by mail, in person, or by email to the address specified in the cancellation form. Upon cancellation, the Contractor must return all payments and deposits within ten (10) 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 Indiana Attorney General Complaint

Homeowners may file a consumer complaint with the Indiana Attorney General's Consumer Protection Division at any time. Violations of the Home Improvement Contract Act (IC 24-5-11) constitute deceptive acts under the Indiana Deceptive Consumer Sales Act and may be investigated by the Attorney General. Filing a complaint does not prevent the homeowner from also pursuing civil legal remedies. Contact: in.gov/attorneygeneral/consumer-protection-division or 1-800-382-5516.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the Indiana Circuit or Superior Court for the county where the property is located. Indiana small claims court handles disputes up to \$10,000 (IC 33-29-2-1). The prevailing party shall be entitled to recover reasonable attorney's fees and costs where this contract includes an attorney's fees provision.

Section 11 — Mechanics' Lien Notice

Indiana Code IC 32-28-3 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 must be filed within 60 days of the last date labor or materials were provided on a residential project. This lien can affect your ability to sell or refinance.

11.1 Notice of Mechanics' Lien Rights

Subcontractors and material suppliers without a direct contract with the homeowner must serve a written Notice of Mechanics' Lien Rights to preserve their lien rights. On residential improvement projects, this notice must be served within **30 days** of their first day of work. On new residential construction, the notice period is **60 days**. 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 notices on file.

11.2 Lien Filing Deadline

On residential improvement projects, a mechanics' lien must be filed with the county recorder within **60 days** of the last date labor or materials were furnished. Liens are released by recording a Release of Lien with the county recorder. Homeowner shall request lien waivers from Contractor and all known subcontractors with each progress payment, and a final unconditional lien waiver before making the final payment.

11.3 Protecting Against 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 a list of all subcontractors and material suppliers at project start
- Verify that payments are flowing to subcontractors by requesting proof of payment

Section 12 — Indiana-Specific Requirements

12.1 Contract Requirements Under IC 24-5-11

Indiana's Home Improvement Contract Act requires that home improvement contracts include:

- The consumer's name and the address of the property
- The contractor's name, address, and telephone number
- The date the contract was submitted to the consumer
- A reasonably detailed description of the proposed work
- Approximate start and completion dates
- A statement of contingencies that may materially change the completion date
- The total contract price
- A statement of the consumer's right to cancel, with cancellation form

12.2 Pre-Signing Disclosure (IC 24-5-11)

The contractor must provide a completed contract, signed by the contractor, to the homeowner before the homeowner signs the contract and before the contractor accepts any down payment. By signing below, Contractor certifies this requirement has been satisfied.

12.3 Home Improvement Fraud Notice (IC 35-43-6)

Indiana's Home Improvement Fraud statute (IC 35-43-6) makes it a criminal offense for a home improvement supplier to knowingly misrepresent material facts, make false promises, or use deception to induce a consumer to enter into a home improvement contract. This statute applies to contracts exceeding \$150. Violations range from a Class B misdemeanor to a Level 6 felony depending on the contract amount and circumstances. Consumers may also pursue civil remedies under the Indiana Deceptive Consumer Sales Act (IC 24-5-0.5).

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 Indiana.

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: Cancellation Notice Form (IC 24-5-11-10.6)
- Exhibit D: Contractor's Local Registration / License Printout
- Exhibit E: 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

Local License / Registration #

Date

Indiana Homeowner Pre-Signing Checklist

Before signing, confirm each item below.

- Verified contractor's local registration or license with your city or county building department
- Confirmed state trade licenses (plumbing, electrical, HVAC) if applicable at in.gov/pla
- Legal business name on contract matches the license or registration record exactly
- Workers' compensation insurance confirmed (if contractor has employees)
- Local surety bond confirmed (check requirements with your local building department)
- General liability insurance certificate obtained
- Contractor signed the contract before requesting any down payment (IC 24-5-11)
- Down payment does not exceed recommended one-third (1/3) of total contract price
- Payment schedule tied to work milestones, not calendar dates
- Cancellation notice form provided by contractor (IC 24-5-11-10.6)
- 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