



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Kansas Homeowner-Contractor Agreement

This template was built by **jaspector.com** to help Kansas homeowners protect themselves when hiring a contractor. It reflects Kansas-specific law: roofing contractor registration through the Attorney General, the three-day door-to-door cancellation right, mechanics' lien deadlines, and the patchwork of local licensing that governs general contractor work across Kansas cities and counties.

Before You Begin: This template helps you understand what a strong Kansas contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Kansas does not have a statewide general contractor licensing board; oversight varies by municipality and by trade. Requirements in Wichita, Overland Park, and Kansas City, KS are not interchangeable. Have this document reviewed by a Kansas-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.** For roofing work, check the Kansas AG Roofing Registration Directory at ag.ks.gov. For all other work, contact your city or county building department to confirm what local license or registration is required.
2. **Download and print this document.** Fill in every blank field before both parties sign. Do not leave any section empty.
3. **Read the Kansas Legal Notes section.** It explains key state-specific protections — especially roofing registration rules, the three-day cancellation right, and mechanics' lien deadlines.
4. **Both parties sign.** Each party receives a fully signed copy before any work begins.
5. **Consult an attorney.** This template is a starting point. For large projects or complex scopes, have a Kansas-licensed attorney review the agreement.

Field-by-Field Guide

- **Section 1 (Parties):** Fill in the legal entity name exactly as it appears on the contractor's registration or local license. For roofing work, record the Kansas AG Roofing Registration Certificate number. For other trades, record the applicable local license or registration number.
- **Section 2 (Scope):** Be as specific as possible. "Roof replacement" or "kitchen remodel" is not enough — list materials, dimensions, finishes, brands, and what is explicitly excluded.
- **Section 3 (Payment):** Kansas has no statewide deposit cap for general home improvement contracts. A best-practice starting point is no more than 10–15% of the contract price as a down payment. 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 penalty provisions — 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 like roofing or structural repairs.
- **Section 14 (Exhibits):** For door-to-door sales, attach the Notice of Cancellation form (Exhibit C). For roofing, attach the contractor's registration certificate printout (Exhibit D). Attach all certificates of insurance.

Kansas Legal Notes

Sec. 1 — Contractor Credentials: Kansas has no statewide general contractor license. Roofing is the only trade with a statewide registration requirement (Kansas Roofing Registration Act, K.S.A. 50-6,120 et seq., administered by the Attorney General). For all other trades — general remodeling, siding, electrical, plumbing, HVAC — check your city or county. Major jurisdictions: Sedgwick County uses MABCD; Johnson County has its own contractor licensing portal; Wyandotte County uses the Business License Division. Do not assume one city's rules apply in another.

Sec. 3 — Payment Schedule: No statewide deposit cap applies to Kansas home improvement contracts (unlike California's \$1,000/10% limit). The 10–15% recommendation is a best practice, not a legal requirement. Be especially cautious with storm-chasing roofing contractors who ask for large upfront payments after a weather event.

Sec. 8 — Insurance: Roofing contractors registered with the Kansas AG must carry at least \$500,000 in general liability insurance and workers' compensation insurance (or a valid exemption). Kansas requires workers' compensation coverage for contractors with an annual payroll exceeding \$20,000 (K.S.A. 44-505). Always request certificates of insurance before work starts.

Sec. 8 — Bonding: Kansas has no statewide contractor bond mandate for general contractors. Local bond requirements vary: most Kansas cities require a local license bond of \$1,000–\$5,000. Verify the bond requirement with your local building department.

Sec. 9.3 — Three-Day Right to Cancel: If the contractor came to your home to solicit or sign this contract, Kansas law (K.S.A. 50-640) gives you three business days to cancel without penalty. The contractor must give you two copies of a Notice of Cancellation form at signing. The contractor may not cash your check or begin work during those three days. If no Notice of Cancellation was provided, your cancellation right extends until the contractor properly delivers it.

Sec. 11 — Mechanics' Liens: Prime contractors have four months from last work to file a lien (K.S.A. 60-1101). Subcontractors and material suppliers have three months (K.S.A. 60-1103). For residential improvements, subcontractors must serve you a Warning Statement before filing a lien (K.S.A. 60-1103a). Always collect signed lien waivers from the contractor and any subcontractors with each payment.

Sec. 12.1 — Insurance Deductible Protection: A roofing contractor working on an insurance claim may not pay, waive, or rebate any portion of your insurance deductible. This is prohibited under the Kansas Roofing

Registration Act. Any contractor offering to cover your deductible is violating Kansas law — report it to the AG's Consumer Protection Division.

Sec. 12.2 — Local Licensing: Before signing, confirm which local jurisdiction governs your property and what credentials that jurisdiction requires. The contractor's business name on the local license must match the name on your contract and payment instructions exactly.

About jaspector.com

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 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.

KANSAS HOMEOWNER-CONTRACTOR AGREEMENT

SECTION 1 — PARTIES

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

KS AG Roofing Registration # (if roofing)

Local License / Registration # (if applicable)

Qualifying Individual Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

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

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

3.2 Payment Schedule

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$ _____	Upon signing (recommended: no more than 10–15%)
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

Milestone	Date
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
- 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 Kansas 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
- If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- All subcontractors performing roofing work must hold a valid Kansas AG Roofing Registration Certificate (unless a general contractor exemption applies under K.S.A. 50-6,132)
- Homeowner may request registration or local 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 if annual payroll exceeds \$20,000 under K.S.A. 44-505)
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

Kansas has no statewide mandatory contractor bond for general contractors. Local bond requirements vary by city and county. Verify with your local building department what bond is required for your jurisdiction. For registered roofing contractors, the minimum \$500,000 general liability insurance under the Kansas Roofing Registration Act (K.S.A. 50-6,125) serves as the primary financial protection mechanism.

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

If this contract was solicited or signed at the Homeowner's residence or at a location other than the Contractor's permanent place of business, this is a door-to-door sale under Kansas law (K.S.A. 50-640). The Homeowner has the right to cancel this contract until midnight of the **third business day** after the date of signing, without penalty or obligation. The Contractor must provide two copies of a Notice of Cancellation form at the time of signing, in the same language as this contract. The Contractor may not cash any check or begin work during this three-day period. Failure to provide the required Notice of Cancellation extends the cancellation right until it is properly delivered.

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 Kansas Attorney General Complaint

For roofing contractor disputes, homeowners may file a complaint with the Kansas Attorney General's Consumer Protection Division. Violations of the Kansas Roofing Registration Act are treated as violations of the Kansas Consumer Protection Act (K.S.A. 50-623 et seq.) and may result in civil penalties of up to \$10,000 per violation. For other contractor disputes, contact your local city or county licensing authority.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the district court of the county where the property is located. Claims up to \$10,000 may be filed in Kansas small claims court (K.S.A. 61-2703). The prevailing party may seek recovery of attorney's fees and costs to the extent permitted by Kansas law.

SECTION 11 — MECHANICS' LIEN NOTICE

Kansas law (K.S.A. 60-1101 et seq.) 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 your home.

11.1 Filing Deadlines

- **General (prime) contractors** must file a lien statement within **4 months** after the last day of furnishing labor or materials (K.S.A. 60-1101)

- **Subcontractors and material suppliers** must file within **3 months** after the last day of furnishing labor or materials (K.S.A. 60-1103)

11.2 Residential Property — Warning Statement

Under K.S.A. 60-1103a, subcontractors and material suppliers working on residential property improvements must serve the property owner with a Warning Statement before filing a mechanics' lien. Keep any Warning Statements you receive on file — they are required notices, not signs of a problem.

11.3 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all known subcontractors and material suppliers with each progress payment
- Request a **conditional lien waiver** before making the final payment, and an **unconditional lien waiver** upon final payment
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Kansas does not provide statutory lien waiver forms — use written waivers that clearly identify the project, the amount paid, and the scope of work covered

SECTION 12 — KANSAS-SPECIFIC REQUIREMENTS

12.1 Roofing Contractor Registration (K.S.A. 50-6,120 et seq.)

If this contract involves roofing work, confirm the following before signing:

- Contractor is registered with the Kansas Attorney General and holds a valid Roofing Registration Certificate
- Contractor carries general liability insurance of at least \$500,000 (K.S.A. 50-6,125)
- Contractor carries workers' compensation insurance or holds a valid exemption
- Contractor has a current tax clearance from the Kansas Department of Revenue
- Contractor's registration number is disclosed in this contract and in any advertisements (K.S.A. 50-6,135)
- Contractor has not offered to pay, waive, or rebate any portion of the Homeowner's insurance deductible

12.2 Local Contractor Licensing

Kansas does not issue a statewide general contractor license. For non-roofing work, verify local licensing requirements for your jurisdiction:

- Sedgwick County / Wichita:** Verify registration through MABCD (316-660-1840 or sedgwickcounty.org/mabcd)
- Johnson County / Overland Park:** Verify through Johnson County Contractor Licensing portal
- Wyandotte County / Kansas City, KS:** Verify through Wyandotte County Business License Division
- Other jurisdiction:** _____

12.3 Door-to-Door Sales Notice Confirmation

If this contract was signed at the Homeowner's residence, Kansas law (K.S.A. 50-640) requires the Contractor to provide a written Notice of Cancellation form at the time of signing, in the same language as this contract. The Homeowner has three (3) business days to cancel without penalty. The Contractor's check may not be cashed during this period.

- [] Contract was signed at Homeowner's residence — Notice of Cancellation form has been provided (Exhibit C attached)
- [] Contract was signed at Contractor's permanent place of business — door-to-door cancellation right does not apply

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 Kansas.

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: Notice of Cancellation (required for door-to-door sales — K.S.A. 50-640)
- Exhibit D: Contractor's Roofing Registration Certificate Printout (if roofing work)
- 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 _____

KS AG Roofing Registration # (if applicable) _____

Local License # (if applicable) _____

Date _____

KANSAS HOMEOWNER PRE-SIGNING CHECKLIST

Before signing, confirm:

- For roofing work: contractor's Kansas AG Roofing Registration is active at ag.ks.gov/divisions/public-protection/resources/roofing-registration-directory
- For other work: contractor's local city or county license or registration has been verified
- Workers' compensation status confirmed (required if contractor's annual payroll exceeds \$20,000)
- General liability insurance confirmed (minimum \$500,000 for roofing; check local minimum for other work)
- If signed at your home: contractor has provided two copies of the Notice of Cancellation form
- If signed at your home: you understand your right to cancel within three (3) business days
- Down payment is reasonable (recommended: no more than 10–15% of contract price)
- All blank fields in this contract are filled in — no blank spaces
- Payment schedule is tied to work milestones, not calendar dates
- Plans, specs, and material lists are attached or described in detail
- Contractor has provided roofing registration certificate printout and certificates of insurance
- Received a signed copy of the complete contract before work starts