



## INSTRUCTIONS — NOT PART OF THE AGREEMENT

**Before You Begin:** This template helps you understand what a strong Louisiana contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Louisiana law imposes specific requirements on residential construction and improvement contracts, and local jurisdictions may add further obligations. Have this document reviewed by a Louisiana-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

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This template was built by **jaspector.com** to help Louisiana homeowners protect themselves when hiring a contractor. It covers the key provisions required by Louisiana law, including LSLBC licensing verification, Private Works Act lien protections, and the door-to-door cancellation right.

1. **Verify the contractor's license.** Use the LSLBC verification portal at [lsbc.louisiana.gov/verify-licensure/](https://lsbc.louisiana.gov/verify-licensure/) to confirm the license is active, the classification matches your project, and the legal entity name matches this contract.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Louisiana requires a written contract with complete information before work begins on projects of \$7,500 or more.
3. **Review each Louisiana note.** These notes highlight state-specific legal protections. Read them carefully — they explain your rights as a homeowner, including Private Works Act privileges and your cancellation rights.
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, projects with complex scope, or projects in flood-prone areas, have a Louisiana-licensed attorney review the agreement and consider filing a Notice of Contract in the parish mortgage records.

### Field-by-Field Guide

- **Section 1 (Parties):** Fill in the legal names exactly as they appear on the LSLBC license record. The contractor's LSLBC license number must appear in the contract. The legal entity name on the license must match the name in this contract — initials and suffixes in Louisiana entity names often matter.
- **Section 2 (Scope):** Be as specific as possible. "Kitchen remodel" is not enough — list materials, dimensions, finishes, and what is excluded. In flood-repair or storm-damage work, specify what is and is not covered by insurance proceeds.
- **Section 3 (Payment):** Louisiana does not impose a statutory down payment cap on residential home improvement contracts. Use sound judgment — tie every payment to a completed milestone, not a calendar date. Avoid paying a large portion of the contract price before significant work is completed. For

insurance-funded repairs, check whether your insurer has rules about when contractors may receive advance payment.

- **Section 4 (Timeline):** Get start and completion dates in writing. Fill in delay penalties. In Louisiana, excusable delays should expressly include hurricanes and flood events.
- **Section 7 (Warranties):** Fill in the warranty period. One year is common; negotiate for more on major work or in areas with high humidity and weather exposure.
- **Section 11 (Private Works Act):** Louisiana's lien law is called the Private Works Act. Consider recording a Notice of Contract in the parish mortgage records before work begins — this protects you by limiting the window during which surprise privilege claims can be filed. Ask your contractor for a list of all subcontractors and suppliers at project start.
- **Section 14 (Exhibits):** Attach all plans, specs, the contractor's LSLBC license printout, and the Notice of Cancellation if this contract was signed at your home. Check each box for what you are including.

### Louisiana Legal Notes

- **Section 1 — LSLBC Licensing:** Louisiana requires licensure for residential projects of \$7,500 or more (R.S. 37:2167). Confirm the contractor's license at [lsbc.louisiana.gov/verify-licensure/](https://lsbc.louisiana.gov/verify-licensure/). For elevated homes, additions, and storm repairs, verify the board record supports the full residential scope.
- **Section 3.2 — Down Payments:** Louisiana imposes no statutory cap on residential down payments. Best practice is to limit the initial deposit to 10–20% and tie subsequent payments to work milestones. For disaster-recovery or insurance-funded projects, additional restrictions may apply under federal programs (e.g., FEMA, SBA, LHC).
- **Section 9.3 — Right to Cancel:** If the contract was solicited at your home or away from the contractor's place of business, and the total price is \$25 or more, Louisiana's Home Solicitation Sales Act (R.S. 9:3538) gives you three business days to cancel without penalty. The contractor must give you a written Notice of Cancellation at signing. If they do not, the cancellation period may be extended.
- **Section 11 — Private Works Act:** Louisiana's Private Works Act (R.S. 9:4801–4855) allows contractors, subcontractors, laborers, and suppliers to claim a privilege (lien) on your property. Privilege claims must generally be filed within 30 days after owner acceptance of the work or filing of a Notice of Termination of Work. Filing a Notice of Contract before work begins is a homeowner-protective step that limits this window.
- **Section 12 — \$7,500 Threshold:** Louisiana requires LSLBC licensure for residential projects of \$7,500 or more. The threshold is measured by the total contract value including materials. If your project is near or above this threshold, confirm the contractor holds a valid residential license.
- **Flood and Storm Context:** Louisiana's Gulf Coast location means many residential projects arise after hurricanes, flooding, or storm damage. In these situations: confirm the licensed entity before paying any deposit or signing emergency repair paperwork; verify the contractor's classification covers storm and flood repair work; and be cautious of contractors soliciting door-to-door after disaster events — your three-day cancellation right applies.

## 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.

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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.

## LOUISIANA HOMEOWNER-CONTRACTOR AGREEMENT

This agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, between the Homeowner and Contractor identified below.

### SECTION 1: PARTIES

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#### Homeowner (Property Owner)

Name(s) \_\_\_\_\_

Property Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

#### Contractor

Business Name (Legal Entity) \_\_\_\_\_

LSLBC License Number \_\_\_\_\_

LSLBC License Classification(s) \_\_\_\_\_

Qualifying Party Name \_\_\_\_\_

Business Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Workers' Compensation Policy # \_\_\_\_\_

General Liability Policy # \_\_\_\_\_

Verify the contractor's LSLBC license at [lslbc.louisiana.gov/verify-licensure/](http://lslbc.louisiana.gov/verify-licensure/) before signing. Louisiana requires licensure for residential projects of \$7,500 or more (R.S. 37:2167). Confirm the license is active, the classification covers your project type, and the legal entity name on the license matches the name in this contract.

## SECTION 2: SCOPE OF WORK

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### 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.

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### 2.2 Work NOT Included

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

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### 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

The contractor, not the homeowner, should pull permits for licensed work. Louisiana parish and municipal building departments issue permits. Confirm which local authority has jurisdiction over the project address.

### 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

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### 3.1 Total Contract Price

Item	Amount
Total Contract Price	\$ _____
Sales Tax (if applicable)	\$ _____
Permit Fees (if billed separately)	\$ _____
<b>Total Amount Due</b>	<b>\$ _____</b>

### 3.2 Payment Schedule

Louisiana does not impose a statutory cap on down payments for residential home improvement contracts. Tie payments to completed work milestones rather than calendar dates. Avoid paying a large portion of the contract price before significant work is completed. For insurance-funded repairs, check whether your insurer has rules about advance payment.

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$ _____	Upon signing
Progress Payment 1	\$ _____	_____
Progress Payment 2	\$ _____	_____
Progress Payment 3	\$ _____	_____
Final Payment	\$ _____	Completion and final inspection
<b>Total</b>	<b>\$ _____</b>	

### 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 (including hurricanes and tropical storms), flood events, 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

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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

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### 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 Louisiana 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 work that requires an LSLBC license must hold a valid, active license
- Homeowner may request LSLBC license numbers for any subcontractor working on the project

## SECTION 7: WARRANTIES

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### 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, including flood and hurricane events
- Items specifically excluded in writing

# SECTION 8: INSURANCE AND BONDING

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## 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 Louisiana law 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 LSLBC Surety Bond

All contractors licensed by the LSLBC must maintain a surety bond as a condition of licensure (R.S. 37:2163). The required bond amount varies by classification but is generally a minimum of \$10,000. Verify the contractor's bond status through the LSLBC license verification portal at [lsbc.louisiana.gov/verify-licensure/](http://lsbc.louisiana.gov/verify-licensure/).

# SECTION 9: TERMINATION

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## 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 Right to Cancel — Door-to-Door Solicitation

If this contract was solicited in person at the Homeowner's residence, or at a location other than the Contractor's regular place of business, and the total contract price is \$25 or more, the Homeowner has the right to cancel this contract within **three (3) business days** of signing without penalty under Louisiana's Home Solicitation Sales Act (R.S. 9:3538). The contractor must provide a written Notice of Cancellation at the time of signing. Failure to provide the notice may extend the cancellation period. This right does not apply if the homeowner initiated the visit by contacting the contractor at their place of business.

## SECTION 10: DISPUTE RESOLUTION

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### 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 LSLBC Complaint

Homeowners may file a complaint with the Louisiana State Licensing Board for Contractors (LSLBC) at any time. The LSLBC investigates complaints involving licensed and unlicensed contractor activity. Filing a complaint does not prevent pursuing legal remedies. Contact: [lsbc.louisiana.gov](http://lsbc.louisiana.gov) or (225) 765-2301.

### 10.4 Legal Action

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

Small claims matters may be filed in Justice of the Peace Courts (up to \$5,000) or City/Parish Courts. Claims exceeding small claims limits must be filed in District Court.

## SECTION 11: PRIVATE WORKS ACT NOTICE (MECHANICS' LIEN)

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Louisiana's Private Works Act (R.S. 9:4801–4855) allows contractors, subcontractors, laborers, and material suppliers to claim a privilege (lien) on your property if they are not paid for work or materials. This privilege can affect your ability to sell or refinance.

### 11.1 Protecting Against Privileges Under the Private Works Act

- Request **privilege waivers (lien waivers)** from the contractor and all subcontractors and suppliers with each progress payment
- Request a **final privilege waiver** upon final payment
- Consider filing a **Notice of Contract** (R.S. 9:4811) in the parish mortgage records before work begins — this limits the period during which claimants can file a privilege and may provide the homeowner with additional protections
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project

### 11.2 Private Works Act Filing Deadlines

Under Louisiana law (R.S. 9:4822):

- A general contractor must file a statement of claim within **30 days** after the owner accepts the work or after filing of a Notice of Termination of Work
- Subcontractors and suppliers must file their statement of claim within **30 days** after owner acceptance or 70 days after completion of the contractor's work, whichever is earlier
- If a Notice of Contract is properly recorded before work begins, claimants must file within 30 days after the recorded Notice of Termination of Work

## SECTION 12: ADDITIONAL LOUISIANA REQUIREMENTS

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### 12.1 LSLBC Licensing Requirements (R.S. 37:2150–2192)

Louisiana law requires licensure for residential construction and improvement projects meeting the following thresholds. Confirm the following before signing:

- Residential projects of \$7,500 or more require a valid LSLBC license
- Contractor's license classification covers the scope of work described in this contract
- Contractor's legal entity name on the LSLBC record matches the name in this contract
- License is active and in good standing at the time of signing and throughout the project

### 12.2 Written Contract Requirements

Louisiana law and the LSLBC require that residential construction contracts include:

- The contractor's name, business address, and LSLBC license number
- A description of the work to be performed and materials to be used
- The contract price and payment schedule
- The approximate start and completion dates
- Notice of the right to cancel (if applicable under R.S. 9:3538)

### **12.3 Notice of Contract (Private Works Act)**

Under R.S. 9:4811, the owner may (but is not required to) record a written Notice of Contract in the parish mortgage records. Recording this notice before work begins limits the time period during which privilege claims may be filed and may prevent unknown subcontractors and suppliers from asserting claims beyond that window.

### **12.4 LSLBC License Statement**

Contractors performing work in Louisiana on projects of \$7,500 or more are required by law to be licensed and regulated by the Louisiana State Licensing Board for Contractors (LSLBC). Any questions concerning a contractor may be referred to the LSLBC at 600 North 10th Street, Baton Rouge, LA 70802, or by calling (225) 765-2301. Verify licensure at [lslbc.louisiana.gov/verify-licensure/](http://lslbc.louisiana.gov/verify-licensure/).

## **SECTION 13: GENERAL PROVISIONS**

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### **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 Louisiana.

### **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**

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- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Cancellation (if applicable under R.S. 9:3538)
- Exhibit D: Contractor's LSLBC License Printout
- Exhibit E: Certificates of Insurance
- Exhibit F: Notice of Contract (for recording in parish mortgage records, if used)
- Additional: \_\_\_\_\_

## SIGNATURES

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By signing below, both parties acknowledge that they have read, understand, and agree to all terms of this contract.

### Homeowner

Signature

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Printed Name

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Date

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### Homeowner (if jointly owned)

Signature

---

Printed Name

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Date

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### Contractor

Signature

---

Printed Name

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Title

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LSLBC License #

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Date

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## LOUISIANA-SPECIFIC CHECKLIST (FOR HOMEOWNER USE)

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Before signing, confirm:

- Verified contractor's LSLBC license is active at [lsbc.louisiana.gov/verify-licensure/](https://lsbc.louisiana.gov/verify-licensure/)
- License classification covers the project type
- Legal entity name on the LSLBC record matches the contractor name in this contract
- Workers' compensation status confirmed (if contractor has employees)
- Bond status confirmed through LSLBC verification portal
- Project meets or exceeds the \$7,500 threshold requiring licensure
- Notice of Cancellation provided (if contract signed at your home)
- Consider recording a Notice of Contract in parish mortgage records before work begins
- 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
- In flood-prone areas: confirmed the contractor's license covers disaster-repair and storm-damage scope

This template was prepared by [jaspector.com](https://jaspector.com) as an educational resource for Louisiana homeowners. It is not legal advice.

Louisiana residential construction contract law is detailed and evolving — consult a Louisiana-licensed attorney before executing any construction contract. Template Version 1.0 — March 21, 2026