



INSTRUCTIONS — NOT PART OF THE AGREEMENT

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

This template was built by **jaspector.com** to help Massachusetts homeowners protect themselves when hiring a contractor. It covers key provisions required by Massachusetts law, including HIC and CSL verification, the 1/3 deposit cap, the three-day right to cancel, mechanics' lien protections, and MGL Chapter 142A compliance.

Steps

1. **Verify the contractor's credentials.** Use the [HIC registration lookup](#) to confirm the Home Improvement Contractor registration is active. For projects involving structural changes, additions, or permit-required building work, also verify the supervising individual holds a valid Construction Supervisor License (CSL) at the [MA Contractor Hub](#).
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Massachusetts law requires a completely filled-in contract before work begins for projects of \$1,000 or more.
3. **Read all legal notes carefully.** The Massachusetts Legal Notes section below highlights state-specific protections. These explain your rights under MGL Chapter 142A and related statutes.
4. **Both parties sign.** You and the contractor each receive a signed copy before any work starts.
5. **Consult an attorney.** This template is a starting point. For large projects or complex scopes, have a Massachusetts-licensed attorney review the agreement.

Field-by-Field Guide

- › **Section 1 (Parties):** Fill in the legal names exactly as they appear on official documents. Record both the HIC Registration Number and, if applicable, the CSL number of the supervising individual. Both are required under MGL Chapter 142A for covered work.
- › **Section 2 (Scope):** Be as specific as possible. "Bathroom remodel" is not enough — list materials, dimensions, finishes, and what is excluded. A complete scope description protects you if disputes arise.
- › **Section 3 (Payment):** Massachusetts caps your down payment at **one-third (1/3) of the total contract price** (MGL Chapter 142A, Section 2). Tie every subsequent payment to a completed work 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 schedule.
- › **Section 7 (Warranties):** Fill in the warranty period. One year is standard; negotiate for longer on major structural or mechanical work.
- › **Section 9.3 (Cancellation):** If the contract is signed at your home, the contractor must provide a written Notice of Cancellation form. You have three business days to cancel without penalty.
- › **Section 14 (Exhibits):** Attach all plans, specs, the HIC registration printout, and (if applicable) the CSL printout. Check each box for documents you are including.

Massachusetts Legal Notes

Section 1 — HIC vs. CSL: Massachusetts uses two different credentials for residential construction work. The Home Improvement Contractor (HIC) registration is the consumer-facing credential covering residential improvement work. The Construction Supervisor License (CSL) governs who may supervise structural or permit-required building work. A contractor with an HIC registration does not automatically hold a CSL — and vice versa. For a kitchen refresh, you may only need an HIC. For a load-bearing wall removal, addition, or major alteration, you should expect a CSL as well.

Section 3 — Deposit Cap: Under MGL Chapter 142A, Section 2, the initial deposit for a home improvement contract may not exceed one-third (1/3) of the total contract price. There is no dollar ceiling equivalent to California's \$1,000 cap — the limit is purely proportional. A \$30,000 project may carry a maximum deposit of \$10,000. Never pay more than 1/3 upfront, regardless of what a contractor requests.

Section 9.3 — Three-Day Right to Cancel: Massachusetts law (MGL Chapter 93, Section 48) gives homeowners three business days to cancel a contract that was solicited at the homeowner's residence. Saturday counts as a business day for this purpose; Sunday and legal holidays do not. The cancellation form must be provided by the contractor at signing. To cancel, send the signed Notice of Cancellation by certified mail or personal delivery before midnight of the third business day.

Section 11 — Mechanics' Liens: Massachusetts does not use the California-style Preliminary Notice system. Instead, lien rights under MGL Chapter 254 are preserved through a Notice of Contract filed with the Registry of Deeds. Homeowners should request lien waivers from the contractor and all subcontractors at each payment. Massachusetts does not provide statutory lien waiver forms — use a written, signed release for each payee.

Section 12 — Guaranty Fund: Registered HIC contractors contribute to the Massachusetts Home Improvement Contractor Guaranty Fund. This fund provides limited financial relief to homeowners harmed by a registered contractor. Unregistered contractors do not provide access to this protection. Always verify HIC registration status before signing or paying any money.

Section 12 — Chapter 93A: Massachusetts General Laws Chapter 93A prohibits unfair or deceptive trade practices. A contractor's willful violation of MGL Chapter 142A (e.g., demanding an excess deposit, failing to provide a cancellation notice) may also constitute a Chapter 93A violation, entitling the homeowner to multiple damages and attorney's fees. Document all communications with your contractor in writing.

About Jaspector

Jaspector 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, jaspector.com can help you document the issue and build a resolution strategy.

Learn more at jaspector.com or email hi@jaspector.com to get started.

The instructions above are provided by jaspector.com as an educational resource. They are not part of the agreement, do not constitute legal advice, and do not create an attorney-client or endorsement relationship.

MASSACHUSETTS HOMEOWNER-CONTRACTOR AGREEMENT

1. Parties

Homeowner (Property Owner)

Name(s) _____

Property Address _____

Mailing Address (if different) _____

Phone _____

Email _____

Contractor

Business Name (Legal Entity) _____

HIC Registration Number _____

Construction Supervisor License (CSL) # _____

Business Address _____

Phone _____

Email _____

Workers' Compensation Policy # _____

General Liability Policy # _____

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 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

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

Massachusetts Law (MGL Chapter 142A, Section 2): The deposit or down payment for a home improvement contract may not exceed **one-third (1/3) of the total contract price**. Subsequent payments must be tied to work milestones — not calendar dates.

PAYMENT	AMOUNT	TRIGGER (WORK MILESTONE)
Down Payment	\$ _____	Upon signing (max 1/3 of contract price)
Progress Payment 1	\$ _____	_____
Progress Payment 2	\$ _____	_____
Progress Payment 3	\$ _____	_____

PAYMENT	AMOUNT	TRIGGER (WORK MILESTONE)
Progress Payment 4	\$ _____	_____
Progress Payment 5	\$ _____	_____
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

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 \$ _____
- If the project is not substantially complete within _____ days of the estimated completion date (excluding excusable delays), Homeowner may terminate under Section 9

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.

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 the Massachusetts State Building Code (780 CMR) and applicable 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 _____ use subcontractors (will / will not)
- If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- All subcontractors performing home improvement work must hold a valid HIC registration; those supervising structural or permit-required work must hold a valid CSL
- Homeowner may request HIC and CSL credentials for any subcontractor working on the project

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

- 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

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 HIC Guaranty Fund

Registered Home Improvement Contractors contribute to the Massachusetts Home Improvement Contractor Guaranty Fund (MGL Chapter 142A, Section 5). This fund provides limited financial recourse for homeowners who suffer losses due to a registered contractor's failure to perform. Unregistered contractors do not provide access to this fund.

9. Termination

9.1 Homeowner's Right to Terminate

- Homeowner may terminate this contract at any time by providing written notice to Contractor
- Homeowner shall pay for all work satisfactorily completed and materials delivered as of the termination date
- Contractor shall provide an itemized accounting within **10 business days** of termination
- Contractor shall not charge a cancellation penalty exceeding actual costs reasonably incurred

9.2 Contractor's Right to Terminate

- Homeowner fails to make a payment 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

Massachusetts Law (MGL Chapter 93, Section 48; MGL Chapter 142A, Section 2): If this contract was solicited at the Homeowner's residence or at a location other than the Contractor's regular place of business, the Homeowner has the right to cancel this contract within **three (3) business days** of signing without penalty or obligation. The Contractor must provide a written Notice of Cancellation form at the time of signing. If the Contractor fails to provide this notice, the cancellation right continues until proper

notice is given. To cancel, sign and date the Notice of Cancellation and send it to the Contractor by certified mail or personal delivery before midnight of the third business day.

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 Legal Action

If mediation fails, either party may pursue legal action in the Superior Court or District Court of the county where the property is located. The prevailing party may be entitled to recover attorney's fees and costs under MGL Chapter 93A if the opposing party's conduct constitutes an unfair or deceptive act or practice.

11. Mechanics' Lien Notice

Massachusetts Law (MGL Chapter 254): Massachusetts allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid for work or materials. This lien can affect your ability to sell or refinance.

11.1 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all known subcontractors with each progress payment
- Request a **final lien waiver** from the contractor and all subcontractors before making the final payment
- Consider requiring Contractor to provide a written list of all subcontractors and material suppliers at the start of the project
- Massachusetts does not provide statutory lien waiver forms — use a written, signed release for each payee

11.2 Filing Deadlines (MGL Chapter 254)

- A general contractor must file a **Notice of Contract** with the Registry of Deeds before or within **90 days** after first furnishing labor or materials to preserve lien rights
- A general contractor must enforce the lien by filing a lawsuit within **90 days** of the last day work is performed or materials are furnished
- Subcontractors and material suppliers must serve written notice on the property owner and file with the Registry of Deeds within **90 days** of last furnishing, and must enforce by lawsuit within **90 days** after filing

11.3 Homeowner Protections

- Paying the general contractor in full does not automatically protect against subcontractor liens if the contractor fails to pay its subcontractors
- Obtain a signed statement from the contractor at each payment confirming all subcontractors and suppliers have been paid to date
- Retain all lien-related documents — Notices of Contract, lien waivers, payment confirmations — in a project file

12. Additional Massachusetts Requirements

12.1 Contract Requirements Under MGL Chapter 142A, Section 2

Massachusetts law requires that home improvement contracts for residential work costing \$1,000 or more include:

- The contractor's name, business address, and HIC registration number
- A description of the work to be performed and materials to be used
- The total contract price and a complete payment schedule
- The approximate start and completion dates
- A written notice of the three-day right to cancel with the required cancellation form
- A statement identifying the supervising individual and their CSL number (if applicable)
- The contractor's insurance carrier(s) and policy number(s)

12.2 Mandatory Notice to Owner

"You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started." — Required by MGL Chapter 142A, Section 2.

12.3 HIC Registration Statement

Contractors performing home improvement work in Massachusetts are required to be registered with the Home Improvement Contractor Program administered by the Office of Consumer Affairs and Business Regulation (OCABR). Questions regarding a contractor's registration may be directed to OCABR, 1000 Washington Street, Suite 710, Boston, MA 02118. Phone: (617) 973-8700.

12.4 Workers' Compensation Compliance

Under MGL Chapter 152, contractors with employees must carry workers' compensation insurance. Homeowners may be liable for injuries to uninsured workers on their property in certain circumstances. Verify the contractor's workers' compensation status before work begins.

13. General Provisions

- **Entire Agreement:** This contract, including all exhibits and change orders, constitutes the entire agreement. No prior verbal or written representations shall be binding unless incorporated herein.
- **Severability:** If any provision is found unenforceable, the remaining provisions continue in full force.
- **Governing Law:** This contract shall be governed by the laws of the Commonwealth of Massachusetts.
- **Notice:** All notices shall be in writing and delivered to the addresses in Section 1, by personal delivery, certified mail, or email with confirmed receipt.
- **Assignment:** Neither party may assign this contract without prior written consent of the other party.

14. Exhibits and Attachments

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Three-Day Right to Cancel (with Cancellation Form)
- Exhibit D: Contractor's HIC Registration Printout
- Exhibit E: Construction Supervisor License (CSL) Printout (if applicable)
- Exhibit F: Certificates of Insurance
- Additional: _____

Signatures

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

HOMEOWNER

Signature

Printed Name

Date

HOMEOWNER (IF JOINTLY OWNED)

Signature

Printed Name

Date

CONTRACTOR

Signature

Printed Name

Title

HIC Registration #

Date

Massachusetts Pre-Signing Checklist

Before signing, confirm each item:

- Verified contractor's HIC registration is active at mass.gov
- HIC registration number is listed in the contract
- For structural or permit-required work: verified supervising individual holds a valid CSL
- Workers' compensation status confirmed (if contractor has employees)
- Down payment does not exceed one-third (1/3) of total contract price
- Three-Day Right to Cancel notice and cancellation form provided (if contract signed at home)
- 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
- Contractor has provided proof of general liability insurance
- Project cost is \$1,000 or more — written contract required by Massachusetts law

This template was prepared by jaspector.com as an educational resource for Massachusetts homeowners. It is not legal advice.

Consult a Massachusetts-licensed attorney before executing any construction contract. — Template Version 1.0 — March 2026