



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Before You Begin: This template helps you understand what a strong Mississippi contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Mississippi law imposes specific requirements on residential construction contracts, and local jurisdictions may add further obligations. Have this document reviewed by a Mississippi-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 Mississippi homeowners protect themselves when hiring a contractor. It reflects Mississippi's residential licensing thresholds, the mandatory insurance disclosure required by Miss. Code Ann. § 73-59-11, mechanics' lien protections, and the three-day right to cancel under the Home Solicitation Sales Act.

1. **Verify the contractor's license.** Use the Mississippi State Board of Contractors contractor search at msboc.us to confirm the license is active and the license type matches your project.
2. **Download and print this document.** Fill in every blank field — no section should be left empty.
3. **Complete the insurance disclosure (Section 8.2).** Mississippi law requires the contractor to check the box and sign the disclosure before the homeowner signs. This is a statutory requirement under Miss. Code Ann. § 73-59-11.
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 or complex scopes, have a Mississippi-licensed attorney review the agreement.

Field-by-Field Guide

- **Section 1 (Parties):** Fill in the legal names exactly as they appear on official documents. The contractor's MSBOC license number and license type are required. A Residential Builder license covers new construction over \$50,000; a Residential Remodeling or Roofing license covers remodeling/roofing over \$10,000.
- **Section 2 (Scope):** Be as specific as possible. "Bathroom remodel" is not enough — list materials, dimensions, finishes, and what is excluded.
- **Section 3 (Payment):** Mississippi has no statutory down payment cap. Best practice is 10% or less. Tie every payment to a completed milestone, not a calendar date. Never pay more than one-third upfront.
- **Section 4 (Timeline):** Get start and completion dates in writing. Fill in the delay penalty provisions to protect yourself if the contractor falls behind.

- **Section 7 (Warranties):** Fill in the warranty period. One year is common; negotiate for more on major work.
- **Section 8.2 (Insurance Disclosure):** The contractor must complete and sign this box before you sign. This is a Mississippi statutory requirement — do not skip it.
- **Section 9.3 (Cancellation):** If the contract was signed at your home, you have three business days to cancel with no penalty. The contractor must provide a written notice of this right at signing.
- **Section 14 (Exhibits):** Attach all plans, specs, and the contractor's MSBOC license printout. Check each box for what you are including.

Mississippi Legal Notes

Section 1 — Licensing Thresholds: The MSBOC requires a Residential Builder license for new construction over \$50,000 and a Residential Remodeling or Roofing license for remodeling or roofing over \$10,000. Work below these thresholds may not require a state license, but local permit and municipal requirements still apply. Always verify the correct license type for your project.

Section 3.2 — No Down Payment Cap: Unlike California, Mississippi imposes no statutory limit on contractor deposits. This places the burden on homeowners to negotiate carefully. A deposit above 30–33% of the contract price is generally considered a risk signal. If the contractor cannot begin work without a very large upfront payment, ask for documentation of material pre-orders.

Section 8.2 — Mandatory Insurance Disclosure: Miss. Code Ann. § 73-59-11 requires the licensed contractor to disclose in writing whether they carry general liability insurance. The disclosure must appear immediately before the homeowner's signature line in bold, conspicuous type that is larger than the surrounding contract text. This template satisfies that requirement in Section 8.2. Do not accept a contract that omits this disclosure.

Section 9.3 — Three-Day Cancellation: Mississippi's Home Solicitation Sales Act (Miss. Code Ann. § 75-66) gives you three business days to cancel a contract signed at your home. The seller may retain up to 5% of the contract price (not exceeding the down payment amount) as a cancellation fee. If the contractor fails to give you the required notice of your right to cancel, the cancellation window remains open until proper notice is given.

Section 11 — Mechanics' Liens: Contractors and subcontractors have 90 days from last furnishing labor or materials to file a lien (Miss. Code Ann. § 85-7-405). On residential projects, subcontractors not in direct contract with you must send you a written pre-lien notice at least 10 days before filing. Always collect lien waivers with each payment. If you receive any pre-lien notice or lien filing notice, consult an attorney promptly.

Section 12 — Disputes: Mississippi Justice Court (small claims) handles disputes up to \$3,500. For larger amounts, County Court handles cases from \$3,500 to \$200,000. You may also file a complaint with MSBOC (800-880-6161) regardless of whether you pursue legal action.

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. Template Version 1.0 — March 2026.

MISSISSIPPI HOMEOWNER-CONTRACTOR AGREEMENT

Prepared for use with Mississippi State Board of Contractors licensed contractors — jaspector.com

1. Parties

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

MSBOC License Number

MSBOC License Type

Qualifying Individual Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

Verify the contractor's license at msboc.us before signing. A Residential Builder license is required for new construction over \$50,000; a Residential Remodeling or Roofing license is required for remodeling or roofing over \$10,000.

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

Item	Amount
Total Contract Price	\$
Sales Tax (if applicable)	\$
Permit Fees (if billed separately)	\$
Total Amount Due	\$

3.2 Payment Schedule

Mississippi does not impose a statutory cap on down payments. Homeowners should negotiate a reasonable deposit (10% or less is widely recommended) and tie all payments to completed work milestones, not calendar dates.

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

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 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 applicable Mississippi 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 licensed work must hold a valid, active MSBOC license
- Homeowner may request MSBOC license numbers 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

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

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 5 or more 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 Mandatory General Liability Insurance Disclosure

Required by Miss. Code Ann. § 73-59-11. Must be completed by Contractor before Homeowner signs. Must appear in bold, conspicuous type larger than surrounding text.

MISSISSIPPI REQUIRED DISCLOSURE (Miss. Code Ann. § 73-59-11): The contractor named in this agreement

- DOES currently carry general liability insurance**
- DOES NOT currently carry general liability insurance**

Contractor Signature: _____ **Date:** _____

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 — Home Solicitation Sales

Mississippi Law (Miss. Code Ann. § 75-66-3): If this contract was solicited at the Homeowner's residence, the Homeowner has the right to cancel this contract until **midnight of the third (3rd) business day** following the date of signing without penalty. To cancel, deliver or send written notice to the Contractor at the address stated in Section 1. If mailed, cancellation is effective when deposited in the mail, properly addressed and postage prepaid. Within **10 days** of cancellation, the Contractor must return all payments made by the Homeowner. The Contractor may retain a cancellation fee of up to **5% of the contract price, not to exceed the cash down payment.**

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 MSBOC Complaint

Homeowners may file a complaint with the Mississippi State Board of Contractors at any time. MSBOC investigates complaints involving licensed and unlicensed contractor activity. Filing a complaint does not prevent the homeowner from also pursuing legal remedies. Contact MSBOC at msboc.us or 800-880-6161.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the county where the property is located. Mississippi Justice Court (small claims) handles disputes up to \$3,500; County Court handles disputes from \$3,500 to \$200,000. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Mechanics' Lien Notice

Mississippi Law (Miss. Code Ann. § 85-7, Article 21): Mississippi 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. A Claim of Lien must be filed within **90 days** after the last date labor or materials were furnished.

11.1 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final lien waiver** upon making final payment
- Mississippi does not provide statutory lien waiver forms; use written conditional and unconditional waiver language in each waiver
- Require Contractor to provide a list of all subcontractors and material suppliers at the start of the project

11.2 Notice of Lien Filing

When a Claim of Lien is filed under Miss. Code Ann. § 85-7-405, the claimant must send a copy to the property owner by registered or certified mail or statutory overnight delivery, along with a warning statement. If you receive notice that a lien has been filed on your property, consult an attorney promptly. The lien must be enforced by lawsuit within **180 days** of filing (or 90 days if you file a Notice of Contest of Lien).

11.3 Residential Pre-Lien Notice (Subcontractors)

On single-family residential construction, any subcontractor, materialman, or design professional NOT in direct contract with the homeowner must send the homeowner a written pre-lien notice at least **10 days before filing** a Claim of Lien. If you receive a pre-lien notice, it does not mean there is a problem — it preserves the sender's right to file a lien if unpaid. Keep all pre-lien notices on file and address any payment disputes promptly.

12. Additional Mississippi Requirements

12.1 MSBOC License Requirements (Miss. Code Ann. § 73-59)

Mississippi law requires that residential builders, remodelers, and roofers be licensed by the Mississippi State Board of Contractors for projects meeting these thresholds:

- New residential construction over \$50,000 — Residential Builder license required
- Residential remodeling, additions, or roofing over \$10,000 — Residential Remodeling or Roofing license required
- Contractor's name, business address, and MSBOC license number are confirmed in Section 1

12.2 Mandatory Insurance Disclosure

Miss. Code Ann. § 73-59-11 requires that the licensed contractor disclose in writing whether they carry general liability insurance. This disclosure must appear immediately before the homeowner's signature line in bold, conspicuous type larger than the surrounding text. This contract satisfies that requirement at Section 8.2.

12.3 MSBOC License Statement

Residential builders, remodelers, and roofers are required by law to be licensed and regulated by the Mississippi State Board of Contractors. Any questions concerning a contractor may be directed to the Mississippi State Board of Contractors, 2679 Crane Ridge Drive, Suite C, Jackson, MS 39216, or by calling 601-354-6161 or 800-880-6161.

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 Mississippi.

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.

14. Exhibits and Attachments

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Three-Day Right to Cancel (if solicited at homeowner's residence)
- Exhibit D: Contractor's MSBOC 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

MSBOC License #

Date

Mississippi Homeowner Pre-Signing Checklist

For homeowner use only. Complete before signing.

- Verified contractor's MSBOC license is active at msboc.us
- License type confirmed as correct for project scope (Builder vs. Remodeler/Roofer)
- Workers' compensation status confirmed (required if contractor has 5 or more employees)
- Insurance disclosure in Section 8.2 completed and signed by contractor in bold type
- Down payment amount is reasonable and negotiated (no statutory cap in Mississippi)
- Three-Day Right to Cancel rights acknowledged (if contract was signed at your home)
- All blank fields in this contract are filled in — no blank spaces left
- Received a signed copy of the complete contract before work starts
- Payment schedule is tied to work milestones, not calendar dates
- Plans, specs, and material lists are attached or described in Section 2.1 in detail
- List of all subcontractors and material suppliers requested from contractor