



## INSTRUCTIONS — NOT PART OF THE AGREEMENT

**Before You Begin:** This template helps you understand what a strong Missouri contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Missouri does not have a single statewide general contractor license; licensing requirements vary by city and county. Have this document reviewed by a Missouri-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.** Missouri contractor licensing is primarily local. Contact your city or county building department to confirm which credentials are required for your exact address. For state-regulated trades (electrical, plumbing, HVAC), check the Missouri Division of Professional Registration at [pr.mo.gov/licensee-tsearch.asp](http://pr.mo.gov/licensee-tsearch.asp).
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Courts have difficulty enforcing contracts with significant blank spaces.
3. **Review each Missouri note.** The notes in this template explain state-specific legal considerations, including the Door-to-Door Sales Act cancellation right and mechanics' lien rules. Read them carefully.
4. **Both parties sign.** You and the contractor each receive a signed copy before any work starts or any money changes hands.
5. **Consult an attorney.** This template is a starting point. For large projects or complex scopes, have a Missouri-licensed attorney review the agreement before signing.

## Field-by-Field Guide

---

- › **Section 1 (Parties):** Use the contractor's full legal entity name as registered with their city or county. Ask for the local license or registration number and the issuing jurisdiction. For state-regulated trades, include the state license number.
- › **Section 2 (Scope):** Be specific. "Bathroom remodel" is not enough — list materials, dimensions, finishes, and what is explicitly excluded. Vague scope is the leading cause of contractor disputes.
- › **Section 3 (Payment):** Missouri has no statutory deposit cap, but industry best practice is to limit the down payment to no more than one-third (1/3) of the total contract price. Tie every payment to a completed work milestone — not a calendar date.
- › **Section 4 (Timeline):** Get estimated start and completion dates in writing. Fill in the delay credit provisions — these create accountability if the contractor falls behind without a valid excuse.

- › **Section 7 (Warranties):** Fill in the warranty period before signing. One year is a common baseline; negotiate longer coverage on major structural or mechanical work.
- › **Section 9.3 (Cancellation):** If the contractor approached you at your home (door-to-door), Missouri's Door-to-Door Sales Act (§ 407.700) gives you three business days to cancel without penalty. The contractor must provide a written cancellation form at signing.
- › **Section 11 (Mechanics' Liens):** Missouri's lien deadline is six months from last work. Collect lien waivers with every payment. Under RSMo § 429.015, subcontractors and suppliers must notify you within 10 days of first furnishing labor or materials to preserve their lien rights — do not ignore such notices.
- › **Section 14 (Exhibits):** Attach plans, specs, and the contractor's license/registration printout. Check each box to confirm what is included.

## Missouri Legal Notes

---

### Section 1 — No Statewide GC License

Missouri has no single statewide general contractor licensing board for residential construction. Licensing is largely local. Major jurisdictions — City of St. Louis, St. Louis County, Kansas City, Springfield, Columbia — each have their own rules. A contractor approved in one jurisdiction is not automatically authorized to work in another. Always verify credentials with the local building department for the property's specific address.

### Section 3 — No Statutory Deposit Cap

Unlike California, Missouri imposes no statutory limit on contractor down payments for residential work. The one-third guideline in this template is a best-practice recommendation, not a legal requirement. Paying a large deposit upfront with no milestone accountability is a known risk factor in contractor fraud cases.

### Section 9.3 — Door-to-Door Sales Act

Missouri's Door-to-Door Sales Act (RSMo § 407.700–407.720) applies to sales of goods or services of \$25 or more that are solicited and agreed to at the buyer's residence. If a contractor knocks on your door or you first meet them at your home to discuss the project, the three-business-day cancellation right likely applies. The contractor must give you a Notice of Cancellation form. To cancel, sign and deliver that form (or send written notice) to the contractor's address before midnight on the third business day after signing.

### Section 11 — Mechanics' Lien (RSMo Chapter 429)

Missouri's mechanics' lien statute gives contractors, subcontractors, and material suppliers the right to file a lien against your property if they are not paid. The lien filing deadline is six months from the last date work or materials were provided. On residential owner-occupied property, subcontractors and suppliers without a direct contract with you must serve written notice within 10 days of first furnishing labor or materials (RSMo § 429.015). Requesting lien waivers with every payment and at project completion is the most effective defense.

## Section 12 — Merchandising Practices Act (MMPA)

Missouri does not have a dedicated home improvement contract statute with mandatory clauses. However, the Missouri Merchandising Practices Act (RSMo § 407.010 et seq.) broadly prohibits deceptive, unfair, and fraudulent acts in connection with the sale of any merchandise or services — including home improvement. Violations give consumers a private right of action. Keep copies of all contractor advertising, estimates, and verbal representations made before signing, as those can form the basis of an MMPA claim if the contractor fails to deliver.

## About Jaspector

---

jaspector.com is an AI-powered property advisory service that helps homeowners navigate construction projects, verify contractors, and resolve disputes. If a problem arises during your project — a contractor goes silent, work falls short, or a payment dispute escalates — jaspector.com can help you document the issue and build a resolution strategy.

Learn more at [jaspector.com](https://jaspector.com) or email [hi@jaspector.com](mailto: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 relationship or any endorsement relationship between jaspector.com and any contractor or homeowner.

# MISSOURI HOMEOWNER-CONTRACTOR AGREEMENT

---

Governing law: Missouri Revised Statutes — Chapter 429; § 407.010 et seq. (MMPA); § 407.700 et seq. (Door-to-Door Sales Act)

## 1. Parties

---

### Homeowner (Property Owner)

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

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

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

Phone \_\_\_\_\_

Email \_\_\_\_\_

### Contractor

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

Local License / Registration # \_\_\_\_\_

Issuing Jurisdiction (City/County) \_\_\_\_\_

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 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

## 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) | \$ _____        |
| <b>Total Amount Due</b>            | <b>\$ _____</b> |

### 3.2 Payment Schedule

| Payment            | Amount   | Trigger (Work Milestone)        |
|--------------------|----------|---------------------------------|
| Down Payment       | \$ _____ | Upon signing                    |
| Progress Payment 1 | \$ _____ | _____                           |
| Progress Payment 2 | \$ _____ | _____                           |
| Progress Payment 3 | \$ _____ | _____                           |
| Final Payment      | \$ _____ | Completion and final inspection |

---

| Payment      | Amount   | Trigger (Work Milestone) |
|--------------|----------|--------------------------|
| <b>Total</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

## 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

## 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 Missouri 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 a state trade license (electrical, plumbing, HVAC) must hold a valid license issued by the appropriate Missouri state board
- Homeowner may request license or registration 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 for construction employers with 1+ 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

Some Missouri cities and counties require contractors to post a surety bond as part of their local licensing or registration process. Confirm bond requirements with your local building department and request documentation of bond status before work begins.

## 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 Act, RSMo § 407.700)

If this contract was solicited and agreed to at the Homeowner's residence and the contract price is \$25 or more, the Homeowner has the right to cancel this contract by midnight of the **third business day** after the date of signing, without penalty or obligation. To cancel, the Homeowner must sign and deliver the written Notice of Cancellation form provided by the Contractor. Cancellation may be delivered in person, by mail, or by any method that provides written evidence of the date of delivery to the Contractor's address stated in this contract. Upon valid cancellation, the Contractor must return all payments within **10 business days** and retrieve any materials from the property.

If the contract was not solicited at the Homeowner's residence (e.g., signed at the Contractor's office), this right may not apply. Consult a Missouri-licensed attorney if uncertain.

## 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 Missouri Attorney General Complaint

Homeowners may file a consumer complaint with the Missouri Attorney General's Office at any time under the Missouri Merchandising Practices Act (RSMo § 407.010 et seq.). Filing a complaint does not prevent the homeowner from pursuing legal remedies. File at: [ago.mo.gov](http://ago.mo.gov)

### 10.4 Legal Action

If mediation fails, either party may pursue legal action in the circuit court of the county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs where authorized by law. Missouri's Associate Circuit Court (small claims division) handles claims up to \$5,000.

## 11. Mechanics' Lien Notice

---

Missouri law (RSMo Chapter 429) allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid for work or materials furnished. A mechanics' lien must be filed within **six (6) months** of the last date work was performed or materials were furnished. A lien can affect your ability to sell or refinance your property.

### 11.1 Protecting Against Mechanics' Liens

- Request **lien waivers** from the Contractor and all known subcontractors with each progress payment
- Request a **final unconditional lien waiver** from the Contractor and all known subcontractors and suppliers upon final payment

- Require Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Request proof that progress payments are being forwarded to subcontractors and suppliers

### **11.2 Notice to Owner (RSMo § 429.015)**

For residential real property (four units or fewer, owner-occupied), subcontractors and material suppliers who do not have a direct contract with the homeowner must serve written notice on the owner within **10 days** after first furnishing labor or materials in order to preserve their lien rights. If you receive such a notice, do not ignore it — it means that party is preserving their right to file a lien if they are not paid. Keep all such notices on file and confirm with the Contractor that those parties are being paid.

## **12. Additional Missouri Requirements**

---

### **12.1 Missouri Merchandising Practices Act Compliance Checklist**

Missouri does not have a dedicated home improvement contract statute with specific mandatory clauses. To ensure compliance with the MMPA (RSMo § 407.010 et seq.) and best practice, confirm that this contract includes:

- Contractor's full legal name, address, and contact information
- A detailed description of the work to be performed
- Total contract price and payment schedule
- Estimated start and completion dates
- All material representations made during sales discussions are reflected in writing
- No blank sections left unfilled at the time of signing

### **12.2 Local Licensing Verification Statement**

Contractor represents and warrants that, as of the date of this contract, Contractor holds all licenses, registrations, and permits required by the laws of the jurisdiction(s) in which the work will be performed. Contractor agrees to maintain all required licenses and permits in good standing throughout the duration of this project.

### **12.3 Workers' Compensation Statement**

Missouri law (RSMo Chapter 287) requires construction employers with one or more employees to carry workers' compensation insurance. Contractor represents that all applicable workers' compensation coverage is in place and will remain in place throughout the project.

## **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 Missouri.

### **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 Cancellation Form (if Door-to-Door Sales Act applies)
- Exhibit D: Contractor's Local License / Registration 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 \_\_\_\_\_

## Missouri Homeowner Pre-Signing Checklist

---

- Verified contractor's local license or registration with your city or county building department
- Confirmed state trade licenses (electrical, plumbing, HVAC) if applicable at [pr.mo.gov/licensee-tsearch.asp](http://pr.mo.gov/licensee-tsearch.asp)
- Workers' compensation insurance confirmed (required for construction employers with 1+ employees)
- General liability insurance certificate obtained and on file
- Local bond requirement confirmed and verified (if applicable in your jurisdiction)
- Down payment limited to no more than one-third (1/3) of total contract price
- Cancellation notice form provided if contractor solicited at your home (Door-to-Door Sales Act, RSMo § 407.700)
- All blank fields in this contract are filled in — no blank spaces
- Both parties have signed the contract before any work starts or money changes hands
- Received a fully signed copy of the complete contract
- Payment schedule tied to work milestones, not calendar dates
- Plans, specs, and material lists are attached or described in Section 2.1
- List of subcontractors and suppliers requested from Contractor