



## INSTRUCTIONS — NOT PART OF THE AGREEMENT

**Before You Begin:** This template helps you understand what a strong Nebraska contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Nebraska uses a registration-based contractor system through the Department of Labor rather than a California-style statewide licensing board; local licensing requirements in cities like Omaha and Lincoln may add further obligations. Have this document reviewed by a Nebraska-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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1. **Verify the contractor's registration.** Confirm the contractor is registered with the Nebraska Department of Labor at [dol.nebraska.gov/LaborStandards/ContractorRegistration](https://dol.nebraska.gov/LaborStandards/ContractorRegistration). Match the entity name on the registration exactly to the contract. For electrical, plumbing, or HVAC work, verify the relevant state trade license separately.
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 Nebraska 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 Nebraska-licensed attorney review the agreement before signing.

## Field-by-Field Guide

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- › **Section 1 (Parties):** Use the contractor's full legal entity name exactly as it appears on their NDOL registration. Ask for the registration number and the issuing jurisdiction for any local license. For trade-licensed work, include the applicable 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):** Nebraska has no statutory deposit cap, but 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 came to your home or you first agreed to the contract at your residence, Nebraska’s Door-to-Door Sales Act (Neb. Rev. Stat. § 59-1701) gives you three business days to cancel without penalty. The contractor must provide a written cancellation form at signing.
- › **Section 11 (Mechanics’ Liens):** Nebraska’s lien deadline is 120 days from last work. Unlike California, there is no mandatory preliminary notice requirement — subcontractors can have lien rights without prior notice to you. Collect lien waivers with every payment.
- › **Section 14 (Exhibits):** Attach plans, specs, and the contractor’s NDOL registration printout. Check each box to confirm what is included.

## Nebraska Legal Notes

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### Section 1 — Registration-Based System, Not a License Board

Nebraska does not have a statewide general contractor licensing board with competency-based classifications like California’s CSLB. Instead, the Nebraska Department of Labor (NDOL) maintains a registration system under the Contractor Registration Act (Neb. Rev. Stat. §§ 48-2301 to 48-2331). Registration applies to contractors performing work valued at \$5,000 or more. Contractors performing work below that threshold may not be registered, but local permits and local licensing may still apply. Always verify credentials with the local building department for the property’s specific address, especially in Omaha and Lincoln, which have their own requirements on top of the state baseline.

### Section 3 — No Statutory Deposit Cap

Nebraska imposes no statutory limit on contractor down payments for residential construction. 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 (Neb. Rev. Stat. §§ 59-1701 to 59-1720)

Nebraska’s Door-to-Door Sales Act applies to sales of goods or services of \$25 or more that are solicited and agreed to at the buyer’s residence or any location other than the seller’s permanent place of business. If a contractor approaches you at home or the initial agreement is reached at your property, the three-business-day cancellation right likely applies. The contractor must give you a Notice of Cancellation form at signing. 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. Upon valid cancellation, the contractor must return all payments within 10 business days and retrieve any materials from the property.

### Section 11 — Mechanics’ Lien (Neb. Rev. Stat. §§ 52-125 to 52-159)

Nebraska’s Uniform Lien Act 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 **120 days** from the last date work was performed or materials were furnished. Unlike California, Nebraska does not require subcontractors and suppliers to serve a preliminary notice to preserve their lien rights. This means you may not receive advance

warning before a lien is filed. Requesting lien waivers with every payment and upon final payment is the most effective protection.

### **Section 12 — Nebraska Consumer Protection Act (Neb. Rev. Stat. § 59-1601 et seq.)**

Nebraska does not have a dedicated home improvement contract statute with mandatory contract clauses. However, the Nebraska Consumer Protection Act broadly prohibits deceptive trade practices in commerce, including home improvement. If a contractor makes false representations during the sales process or fails to deliver what was promised, the homeowner may have a private right of action under the CPA. Keep copies of all contractor advertising, estimates, and representations made before signing.

### **About Jaspector**

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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.

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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 relationship or any endorsement relationship between jaspector.com and any contractor or homeowner.

# NEBRASKA HOMEOWNER-CONTRACTOR AGREEMENT

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Governing law: Nebraska Contractor Registration Act (Neb. Rev. Stat. §§ 48-2301–48-2331) — Nebraska Consumer Protection Act (§ 59-1601 et seq.) — Nebraska Uniform Lien Act (§§ 52-125–52-159)

## 1. Parties

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### Homeowner (Property Owner)

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

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

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

Phone \_\_\_\_\_

Email \_\_\_\_\_

### Contractor

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

NDOL Registration # \_\_\_\_\_

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

Phone \_\_\_\_\_

Email \_\_\_\_\_

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

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

## 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

## 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

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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

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$ _____	Upon signing (recommended max: 1/3 of contract price)
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

### 4. Project Timeline

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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

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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.**

### 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 Nebraska 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 Nebraska state board
- Homeowner may request registration or license numbers for any subcontractor working on the project

## **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
- Items specifically excluded in writing

## **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 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 Bond Requirements

The Nebraska Contractor Registration Act does not impose a statewide surety bond requirement. Some cities and counties (including Omaha and Lincoln) may require contractors to post a bond as part of local licensing. Confirm bond requirements with your local building department and request documentation 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, Neb. Rev. Stat. §§ 59-1701 to 59-1720)**

If this contract was solicited and agreed to at the Homeowner's residence or at any location other than the Contractor's permanent place of business, 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 Nebraska-licensed attorney if uncertain.

## **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 Nebraska Attorney General Complaint**

Homeowners may file a consumer complaint with the Nebraska Attorney General's Consumer Protection Division at any time under the Nebraska Consumer Protection Act (Neb. Rev. Stat. § 59-1601 et seq.). Filing a complaint does not prevent the homeowner from pursuing legal remedies. File at: [ago.nebraska.gov/consumer-protection](http://ago.nebraska.gov/consumer-protection)

### **10.4 Legal Action**

If mediation fails, either party may pursue legal action in the county 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. Nebraska County Court (small claims division) handles claims up to \$3,600.

## **11. Mechanics' Lien Notice**

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Nebraska law (Neb. Rev. Stat. §§ 52-125 to 52-159) 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 lien must be filed within **120 days** after the last day labor 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 No Preliminary Notice Requirement**

Unlike some states, Nebraska does not require subcontractors and material suppliers to serve a preliminary notice to preserve their lien rights. This means subcontractors and suppliers may file a lien against your property even if they have not given you prior notice. Proactively requesting lien waivers with every payment is the most effective protection available to homeowners.

## **12. Additional Nebraska Requirements**

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### **12.1 Nebraska Consumer Protection Act Compliance Checklist**

Nebraska does not have a dedicated home improvement contract statute with specific mandatory clauses. To ensure compliance with the Nebraska Consumer Protection Act (Neb. Rev. Stat. § 59-1601 et seq.) and best practice, confirm that this contract includes:

- Contractor's full legal entity name, NDOL registration number, 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 Contractor Registration Statement**

Contractor represents and warrants that, as of the date of this contract, Contractor is duly registered with the Nebraska Department of Labor as required by the Nebraska Contractor Registration Act (Neb. Rev. Stat. § 48-2303), and holds all additional licenses, registrations, and permits required by applicable local jurisdictions. Contractor agrees to maintain all required registrations and permits in good standing throughout the duration of this project.

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

Nebraska law (Neb. Rev. Stat. § 48-106) requires employers in the construction trades 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

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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 Nebraska.

### 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

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- 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 NDOL Registration Printout
- Exhibit E: Certificates of Insurance
- 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 \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

### Homeowner (if jointly owned)

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

### Contractor

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

NDOL Registration # \_\_\_\_\_

Date \_\_\_\_\_

## Nebraska Homeowner Pre-Signing Checklist

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- Verified contractor's NDOL registration is active at [dol.nebraska.gov/LaborStandards/ContractorRegistration](http://dol.nebraska.gov/LaborStandards/ContractorRegistration)
- Entity name on NDOL registration matches contract and payment instructions exactly
- State trade licenses confirmed for electrical, plumbing, or HVAC work (if applicable)
- Workers' compensation insurance confirmed (required for contractors with 1+ employees)
- General liability insurance certificate obtained and on file
- Local bond requirement confirmed and verified (if applicable in your city or county)
- Down payment does not exceed one-third (1/3) of total contract price
- Three-Day Right to Cancel notice form provided (if contract signed at home or outside contractor's place of business)
- 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