



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Before You Begin: This template helps you understand what a strong New Hampshire contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. New Hampshire does not have a single statewide general contractor license; licensing is a mix of OPLC registration for regulated trades and local requirements that vary by town and city. Have this document reviewed by a New Hampshire-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.** New Hampshire contractor licensing is layered. Use the OPLC license lookup at oplcnh.gov/license-lookup to verify any state-regulated trade licenses (electrical, plumbing, HVAC, gas fitting). Then contact your town or city building department to confirm whether a local contractor registration, permit authority, or general contractor approval is required for your address.
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, and NH consumer protection law (RSA 358-A) disfavors incomplete disclosures.
3. **Review each New Hampshire note.** The notes in this template explain state-specific legal considerations, including the home solicitation cancellation right (RSA 361-B) and mechanics' lien rules (RSA 447). 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 New Hampshire-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 the state or locally. Record the OPLC registration or trade license number and the issuing board. If the jurisdiction requires a local license or permit authorization, record that separately.
- › **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):** New Hampshire has no statutory deposit cap for home improvement contracts. As a best practice, 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 solicited this contract at your home, New Hampshire’s Home Solicitation Sales Act (RSA 361-B) gives you three business days to cancel without penalty. The contractor must provide a written cancellation notice form at signing in boldface, minimum 10-point type.
- › **Section 11 (Mechanics’ Liens):** New Hampshire’s lien perfection deadline is 120 days from last work (RSA 447:2). Subcontractors without a direct contract with you must give written notice to preserve their full lien rights (RSA 447:5). Collect lien waivers with every payment.
- › **Section 14 (Exhibits):** Attach plans, specs, and the contractor’s OPLC or trade license printout. Check each box to confirm what is included.

New Hampshire Legal Notes

Section 1 — No Single Statewide GC License

New Hampshire does not have a broad statewide general contractor license for residential construction. Home improvement contractors register with the OPLC under RSA 332-A, which is an administrative registration (no trade examination) requiring proof of general liability insurance. Regulated trade work — electrical, plumbing, gas fitting, HVAC — requires separate state licensure through the relevant OPLC board. Beyond state registration, many New Hampshire towns and cities impose their own contractor registration, local business license, or permitting requirements. Because these rules vary by municipality, always call the local building or code enforcement office for the property’s specific address.

Section 3 — No Statutory Deposit Cap

Unlike California, New Hampshire imposes no statutory limit on contractor down payments for residential home improvement 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. The NH Consumer Protection Act (RSA 358-A) can provide a remedy if a contractor takes a large deposit and abandons the project, but prevention is far better than litigation.

Section 9.3 — Home Solicitation Sales Act (RSA 361-B)

RSA Chapter 361-B governs “home solicitation sales” — transactions that are solicited and agreed to at the buyer’s residence. If a contractor knocks on your door or you first meet the contractor at your home and agree to a contract there, the three-business-day cancellation right applies to contracts of any amount. The contractor must provide a written notice (boldface, minimum 10-point type) stating: “ANY BUYER MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.” Upon valid cancellation, the contractor must return all payments within 10 business days. If work has already physically altered the property and restoration is reasonably possible, the homeowner may demand restoration instead of a refund.

Section 11 — Mechanics' Lien (RSA Chapter 447)

New Hampshire's mechanics' lien statute gives contractors, subcontractors, and material suppliers the right to place a lien on your property if they are not paid. Liens arise automatically by operation of law when work begins — no initial filing is required. However, a lien must be **perfected by court attachment within 120 days** of the last date work was performed or materials furnished (RSA 447:2), or the lien expires. Subcontractors and suppliers who lack a direct contract with you must give written notice *before* performing work to preserve their full lien rights (RSA 447:5); notice given after work begins covers only amounts still owed at that time (RSA 447:6). Subcontractors who have given notice must also provide you a written account of labor/materials furnished every 30 days. Requesting lien waivers with every progress payment and a final unconditional lien waiver at project close is the most effective defense.

Section 12 — Consumer Protection Act (RSA 358-A)

New Hampshire does not have a dedicated home improvement contract statute with mandatory clause-by-clause requirements. However, the NH Consumer Protection Act (RSA 358-A) broadly prohibits unfair or deceptive acts or practices in commerce — including home improvement contracting. Misrepresentations about credentials, project costs, or scope; abandonment after a large deposit; and failure to perform as promised can all give rise to CPA claims. Homeowners may file complaints with the NH Attorney General's Consumer Protection Bureau or pursue a private right of action. Keep copies of all contractor advertising, estimates, and pre-contract communications.

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

NEW HAMPSHIRE HOMEOWNER-CONTRACTOR AGREEMENT

Governing law: RSA 332-A (Home Improvement Contractor Registration) — RSA 358-A (Consumer Protection Act) — RSA 361-B (Home Solicitation Sales) — RSA 447 (Mechanics' Liens) — RSA 281-A (Workers' Compensation)

1. Parties

Homeowner (Property Owner)

Name(s) _____

Property Address _____

Mailing Address (if different) _____

Phone _____

Email _____

Contractor

Business Name (Legal Entity) _____

OPLC Registration / Trade License # _____

License Type / Issuing Board _____

Local License / Permit Authority (if applicable) _____

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)	\$ _____
Total Amount Due	\$ _____

3.2 Payment Schedule

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$ _____	Upon signing (recommended: max 1/3 of total)
Progress Payment 1	\$ _____	_____
Progress Payment 2	\$ _____	_____
Progress Payment 3	\$ _____	_____

Payment	Amount	Trigger (Work Milestone)
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 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 New Hampshire 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 regulated trade work (electrical, plumbing, HVAC, gas fitting) must hold a valid, active license issued by the appropriate New Hampshire licensing board
- Homeowner may request 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 for all 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

New Hampshire does not impose a statewide bond requirement for home improvement contractors under RSA 332-A. Some local jurisdictions require contractors to post a surety bond as part of local licensing or registration. Confirm bond requirements with the 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 (RSA 361-B — Home Solicitation Sales)

If this contract was solicited and agreed to at the Homeowner's residence (i.e., the contractor approached or visited the Homeowner at their home), 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. The Contractor must provide a written cancellation notice in boldface type (minimum 10-point font) at the time of signing. To cancel, the Homeowner must deliver written notice to the Contractor's address stated in this contract (in person, by mail, or by any method providing written evidence of the delivery date). Upon valid cancellation, the Contractor must return all payments within **10 business days** and, if work has physically altered the property and restoration is reasonably possible, must restore the property to its original condition if the Homeowner so requests.

If the contract was signed at the Contractor's place of business or another non-residential location, this right may not apply. Consult a New Hampshire-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 NH Attorney General / OPLC Complaint

Homeowners may file a consumer complaint with the NH Attorney General's Consumer Protection Bureau at any time under RSA 358-A. Complaints involving licensed or registered tradespeople may also be filed with the OPLC at oplc.nh.gov. Filing a complaint does not prevent the homeowner from pursuing legal remedies.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the superior or circuit court of the county where the property is located. New Hampshire's Circuit Court (District Division) handles small claims up to **\$10,000** (RSA Chapter 503). The prevailing party may seek attorney's fees and costs where authorized by contract or applicable law.

11. Mechanics' Lien Notice

New Hampshire law (RSA Chapter 447) allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid for work or materials. A lien must be perfected (secured by court attachment) within **120 days** of the last date work was performed or materials 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 Subcontractor Notice (RSA 447:5--6)

Under RSA 447:5, subcontractors and material suppliers who do not have a direct contract with the owner must give **written notice to the owner** before performing labor or furnishing materials in order to preserve their full lien rights. Under RSA 447:6, notice given after work begins still preserves lien rights, but only to the extent of amounts due or to become due to the contractor at the time notice is given. Subcontractors who have given notice must also provide the owner a **written account of labor and materials furnished every 30 days**. If you receive such a notice, do not ignore it — keep all notices on file and confirm the Contractor is paying those parties.

12. Additional New Hampshire Requirements

12.1 Compliance Checklist

New Hampshire has no dedicated home improvement contract statute with mandatory clause-by-clause requirements. To ensure compliance with RSA 332-A, RSA 358-A, and best practice, confirm this contract includes:

- Contractor's full legal name, address, and OPLC registration or trade license number
- Local license, permit authorization, or registration number (if required by the jurisdiction)
- A detailed description of the work to be performed
- Total contract price and payment schedule
- Estimated start and completion dates
- Cancellation rights notice if solicited at Homeowner's residence (RSA 361-B)
- No blank sections left unfilled at time of signing

12.2 Licensing and Registration Statement

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

12.3 Workers' Compensation Statement

New Hampshire law (RSA 281-A) requires employers with one or more employees — including part-time, seasonal, and family members — to carry workers' compensation insurance. Construction employers, including corporate officers and LLC members who perform on-site work, must carry coverage regardless of company size. Contractor represents that all applicable workers' compensation coverage is in place and will remain so 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 New Hampshire.

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 Home Solicitation Sale — RSA 361-B)
- Exhibit D: Contractor's OPLC Registration / Trade 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 _____

OPLC Registration / Trade License # _____

Date _____

New Hampshire Homeowner Pre-Signing Checklist

- Verified contractor's OPLC registration or trade license at oplc.nh.gov/license-lookup
- Confirmed any local licensing, permit authority, or contractor registration requirements with the building department for the property's town or city
- Trade licenses (electrical, plumbing, HVAC, gas fitting) verified separately if applicable
- Workers' compensation insurance confirmed (required for all construction employers with 1+ employees, RSA 281-A)
- General liability insurance certificate obtained and on file
- Local bond requirement confirmed and verified (if required by jurisdiction)
- Down payment limited to no more than one-third (1/3) of total contract price (best practice — no statutory cap in NH)
- Cancellation notice form provided if contractor solicited contract at your home (RSA 361-B — boldface, min 10-point)
- 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