



How to Use This Template

This template was built by jaspector.com to help Ohio homeowners protect themselves when hiring a contractor. It covers the key provisions required by Ohio law, including deposit limits, cancellation rights, mechanics' lien protections, and the Home Construction Service Suppliers Act requirements.

Before You Start

1. **Verify the contractor's credentials.** Ohio does not have a single statewide general contractor license. Check your local building department for the contractor's municipal registration or license. For specialty trades (electrical, plumbing, HVAC, hydronics, refrigeration), verify the OCILB license at elicense.ohio.gov. See our **Ohio license lookup guide** at jaspector.com/resources/contractor-license-requirements/ohio/ for step-by-step help.
2. **Download and print this document.** Fill in all blank fields -- do not leave any section empty. Ohio law requires a written contract for home construction services of \$25,000 or more.
3. **Review the Ohio Legal Notes below.** These notes highlight state-specific legal protections. Read them carefully -- they explain your rights as a homeowner.
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 an Ohio-licensed attorney review the agreement.

Field-by-Field Guide

- **Section 1 (Parties):** Fill in the legal names exactly as they appear on official documents. Include the contractor's taxpayer identification number and any applicable OCILB license number or local registration number as required by ORC 4722.02.
- **Section 2 (Scope):** Be as specific as possible. "Kitchen remodel" is not enough -- list materials, dimensions, finishes, and what is excluded.
- **Section 3 (Payment):** Ohio caps your down payment at **10% of the contract price** for home construction service contracts of \$25,000+ (ORC 4722.04). Tie every payment to a completed milestone, not a calendar date. Designate whether you want written or oral excess cost notifications.
- **Section 4 (Timeline):** Get start and completion dates in writing. Fill in the delay penalties -- these protect you if the contractor falls behind.
- **Section 7 (Warranties):** Fill in the warranty period. One year is common; negotiate for more on major work.

- **Section 14 (Exhibits):** Attach all plans, specs, the contractor's certificate of insurance (required by ORC 4722.02), and any license printouts. Check each box for what you are including.

Ohio Legal Notes

Home Construction Service Suppliers Act (ORC Chapter 4722): Applies to home construction service contracts of \$25,000 or more. Requires written contracts with specific provisions, caps deposits at 10%, and mandates excess cost disclosure when unforeseen costs exceed \$5,000.

Contractor Licensing: Ohio does not issue a statewide general contractor license. The Ohio Construction Industry Licensing Board (OCILB) licenses specialty trades (electrical, plumbing, HVAC, hydronics, refrigeration) under ORC Chapter 4740. General contractors and remodelers are typically licensed or registered at the city or county level. Verify credentials through your local building department AND the OCILB eLicense portal at elicense.ohio.gov.

Deposit Cap (ORC 4722.04): For contracts of \$25,000+, the down payment may not exceed 10% of the contract price before the contractor's performance begins. Exception: the contractor may collect up to 75% of the cost of any special-order item that is not returnable or reusable. This limit does not apply to cost-plus contracts.

Excess Cost Disclosure (ORC 4722.03): If the total amount of reasonably unforeseen but necessary excess costs at any time exceeds \$5,000 over the course of the entire contract, the contractor must provide the homeowner with a written or oral estimate (as designated in the contract) before performing the work related to the excess costs.

Three-Day Right to Cancel (ORC 1345.21-1345.28): If this contract was solicited at the Homeowner's residence or at a location other than the Contractor's fixed place of business, the Homeowner has the right to cancel until midnight of the third business day after signing. The Contractor must inform the Homeowner orally of this right at signing. A cancellation notice in boldface type of at least 10 points must appear on the contract.

Permits: Ohio building permits are issued at the local level. The contractor should pull permits under their own credentials. If a contractor asks the homeowner to pull the permit, that may indicate the contractor lacks proper local registration.

Insurance (ORC 4722.02): For contracts of \$25,000+, the contractor must provide a certificate of insurance showing general liability coverage of at least \$250,000, attached to the contract.

Contractor Bond: Many Ohio municipalities require a contractor license or registration bond, typically \$25,000. Verify bond requirements with your local building department. OCILB-licensed specialty trade contractors may have separate bonding requirements.

Mechanics' Liens (ORC Chapter 1311): Ohio allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if unpaid. An original contractor must file an affidavit within 60 days of the last labor/materials furnished (ORC 1311.06). Subcontractors not in privity must serve a Notice of Furnishing within 21 days (ORC 1311.05). Always request lien waivers with each payment.

Under ORC 1311.11, if a lien affidavit is filed, you may demand the lienholder commence suit within 60 days or the lien is forfeited.

Ohio Attorney General: Homeowners may file a complaint with the Ohio Attorney General's Consumer Protection Section regarding violations of ORC Chapter 1345 or ORC Chapter 4722 at ohioattorneygeneral.gov. Filing a complaint does not prevent pursuing legal remedies.

Contract Requirements (ORC 4722.02): For contracts of \$25,000+, Ohio law requires the contract include: the contractor's name, physical address, phone, and taxpayer ID; the homeowner's name, address, and phone; property address; a description of work and goods/services; anticipated start and completion dates; total estimated cost; any costs not covered by the total estimate; and a copy of the contractor's certificate of insurance.

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, we 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.



OHIO HOMEOWNER-CONTRACTOR AGREEMENT

Important Disclaimer: This document is an educational template provided by jaspector.com for informational purposes only. It is NOT legal advice and does NOT create an attorney-client relationship. This template is a starting point -- not a finished contract. Ohio law imposes specific requirements on home construction service contracts, and local jurisdictions may add further licensing and permitting obligations. Have this document reviewed by an Ohio-licensed attorney before use. Jaspector assumes no liability for any outcomes arising from the use of this template.

1. Parties

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor (Home Construction Service Supplier)

Business Name (Legal Entity)

Taxpayer Identification Number

OCILB License # (if applicable)

OCILB License Trade(s)

Local Registration / License #

Issuing Municipality

Business Address (Physical)

Phone

Email

Workers' Comp 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 separate)	\$
Total Amount Due	\$

3.2 Payment Schedule

PAYMENT	AMOUNT	TRIGGER (WORK MILESTONE)
Down Payment	\$	Upon signing (max 10% of contract price per ORC 4722.04)
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

3.4 Excess Cost Disclosure

If the total amount of reasonably unforeseen but necessary excess costs at any time exceeds \$5,000 over the course of the entire contract, the contractor must provide the homeowner with a written or oral estimate (as designated below) before performing the work related to the excess costs (ORC 4722.03).

- Written estimate for excess cost notifications
- Oral estimate for excess cost notifications

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 \$ (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 Ohio 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 use subcontractors / Contractor will NOT use subcontractors

- If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- All subcontractors performing OCILB-regulated trade work (electrical, plumbing, HVAC, hydronics, refrigeration) must hold a valid, active OCILB license
- All subcontractors must hold any required local registration or license
- 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:

General Liability	\$ _____ (minimum \$250,000 per ORC 4722.02)
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Workers' Compensation	Statutory limits (required if Contractor has employees)
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Automobile Liability (if applicable)	\$ _____
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- Contractor shall provide certificates of insurance upon request
- Homeowner shall be named as additional insured on the general liability policy

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)

If this contract was solicited at the Homeowner's residence or at a location other than the Contractor's fixed place of business, the Homeowner has the right to cancel this transaction until midnight of the third business day after signing (ORC 1345.21-1345.28). The Contractor must inform the Homeowner orally of this right at the time of signing. The following notice must appear clearly and conspicuously on the contract in boldface type of at least 10 points:

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction."

Cancellation must be in writing, delivered by certified mail (return receipt requested), personal delivery, facsimile, or email to the Contractor's address stated in this agreement. Within 10 business days of receiving a valid cancellation notice, the Contractor must refund all payments.

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 county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Mechanics' Lien Notice

11.1 Protecting Against Mechanics' Liens

Ohio law (ORC Chapter 1311) allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid. This lien can affect your ability to sell or refinance.

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final lien waiver** upon final payment
- An original contractor must file an affidavit of mechanics' lien within **60 days** of the date the last labor was performed or materials were furnished (ORC 1311.06)
- Subcontractors not in privity with the owner must serve a **Notice of Furnishing** within **21 days** of first providing labor or materials (ORC 1311.05)
- If you pay the original contractor in full before receiving a copy of a subcontractor's affidavit of mechanics' lien, the subcontractor's lien may not attach (ORC 1311.011)
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project

11.2 Owner's Right to Demand Suit

Under Ohio law (ORC 1311.11), if a mechanics' lien affidavit is filed against your property, you may serve the lienholder with a written notice demanding that they commence suit to enforce the lien within **60 days**. If the lienholder fails to do so, the lien is forfeited.

12. Additional Ohio Requirements

12.1 Contract Requirements Under ORC 4722.02

For home construction service contracts of \$25,000 or more, Ohio law requires that the contract include:

- The contractor's name, physical business address, business telephone number, and taxpayer identification number
- The homeowner's name, address, and telephone number
- The address or location of the property where the work is to be performed
- A general description of the home construction service, including the goods and services to be furnished
- The anticipated date or time period the work is to begin and be completed
- The total estimated cost of the home construction service
- Any cost of installation, delivery, or other cost not covered by the total estimated cost
- A copy of the contractor's certificate of insurance showing general liability coverage of at least \$250,000

12.2 Ohio Licensing Statement

Ohio does not issue a statewide general contractor license. The Ohio Construction Industry Licensing Board (OCILB), a division of the Ohio Department of Commerce, licenses specialty trades: electrical, plumbing, HVAC, hydronics, and refrigeration under ORC Chapter 4740. General contractors and home remodelers are licensed or registered at the municipal or county level. Verify credentials through your local building department and the OCILB eLicense portal at elicense.ohio.gov.

12.3 Home Solicitation Sales Notice

If this contract is a home solicitation sale under ORC 1345.21, the following notice must appear in boldface type of at least 10 points:

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction."

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 Ohio.

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: Cancellation Notice (Home Solicitation Sales)
- Exhibit D: Contractor's Certificate of Insurance (required by ORC 4722.02)
- Exhibit E: Contractor's OCILB License Printout (if applicable)
- Exhibit F: Contractor's Local Registration / License Printout
- 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

.....

OCILB License # (if applicable)

.....

Local Registration #

.....

Date

.....

Ohio Pre-Signing Checklist

Before signing, confirm:

- Verified contractor's local registration/license with your municipal or county building department
- Verified OCILB license for any specialty trade work (electrical, plumbing, HVAC) at elicense.ohio.gov
- Workers' compensation status confirmed (if contractor has employees)
- Certificate of insurance provided showing general liability of at least \$250,000 (required by ORC 4722.02 for contracts of \$25,000+)
- Down payment does not exceed 10% of the contract price (ORC 4722.04)
- Three-day cancellation notice provided (if signed at your home or away from contractor's office)
- Cancellation notice appears in boldface type of at least 10 points
- 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
- Excess cost notification preference designated (written or oral)

This template was prepared by jaspector.com as an educational resource for Ohio homeowners. It is not legal advice. Ohio home construction contract law involves both state and local requirements -- consult an Ohio-licensed attorney before executing any construction contract.

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