



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Before You Begin: This template helps you understand what a strong Oklahoma contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Oklahoma’s contractor licensing landscape is trade-centered: the Construction Industries Board licenses specific trades (electrical, plumbing, mechanical, roofing), while general residential contracting is not uniformly licensed at the state level. Have this document reviewed by an Oklahoma-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.** For trade work (electrical, plumbing, HVAC, roofing), use the Oklahoma Construction Industries Board lookup at cib.ok.gov to confirm the license is active and the classification covers your project. For general contracting, contact your city or county building department to confirm any local registration requirement.
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 Oklahoma note.** The notes in this template explain state-specific legal protections, including the Home Solicitation 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 an Oklahoma-licensed attorney review the agreement before signing.

Field-by-Field Guide

- › **Section 1 (Parties):** Identify the contractor’s CIB license number for any trade-regulated work (electrical, plumbing, mechanical, roofing). If the project involves general contracting, note the local city or county registration number and the issuing jurisdiction. Both fields may apply on the same project.
- › **Section 2 (Scope):** Be specific. “Bathroom remodel” is not enough — list materials, dimensions, finishes, and what is explicitly excluded. Clearly identify which portions of the work are CIB-regulated trades and whether those will be performed by the primary contractor or subcontractors.
- › **Section 3 (Payment):** Oklahoma has no statutory deposit cap. 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 or you agreed to the contract at your residence, Oklahoma’s Home Solicitation Sales Act (15 O.S. § 771) gives you three business days to cancel without penalty. The contractor must provide a written cancellation notice form at signing.
- › **Section 11 (Mechanics’ Liens):** Oklahoma’s lien deadline is four months from last work or furnishing. Collect lien waivers with every payment. Subcontractors on owner-occupied residential property must serve notice within 75 days of first furnishing (42 O.S. § 143.1) — do not ignore such notices.
- › **Section 14 (Exhibits):** Attach plans, specs, and the contractor’s CIB license printout and/or local registration. Check each box to confirm what is included.

Oklahoma Legal Notes

Section 1 — Trade-Centered Licensing (CIB)

Oklahoma’s Construction Industries Board regulates specific trades — electrical, plumbing, mechanical/HVAC, construction (including roofing) — but does not issue a single statewide general contractor license covering all residential construction. For projects involving regulated trades, verify the CIB license at cib.ok.gov. For the general contractor role on broader residential projects, check whether the property’s city or county (Oklahoma City, Tulsa, and other major municipalities each have their own rules) requires a local contractor registration or permit-pulling authorization. A contractor may hold a valid CIB trade license but still need a separate local registration to perform or oversee the full project.

Section 3 — No Statutory Deposit Cap

Unlike California, Oklahoma 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. A large upfront deposit with no milestone accountability is a documented risk factor in contractor fraud cases. Never pay the full contract price before work is complete.

Section 9.3 — Home Solicitation Sales Act (15 O.S. §§ 771–784)

Oklahoma’s Home Solicitation Sales Act applies to sales of goods or services exceeding \$25 that are solicited and agreed to at the buyer’s residence. If a contractor approaches you at your home or you agree to the contract at your residence during a visit initiated by the contractor, the three-business-day cancellation right applies. The contractor must give you a Notice of Cancellation form at signing. To cancel, deliver written notice to the contractor’s address by midnight of the third business day after signing. Upon valid cancellation, the contractor must return all payments within 10 business days and remove any materials from your property.

Section 11 — Mechanics’ Lien (Title 42, §§ 141–176)

Oklahoma’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 four months from the date of last work

performed or materials furnished. On owner-occupied single-family residential property, subcontractors and suppliers who do not have a direct contract with you must serve written notice within 75 days of first furnishing labor or materials (42 O.S. § 143.1) to preserve their lien rights. If you receive such a notice, do not ignore it — keep it on file and confirm with the contractor that those parties are being paid. Requesting lien waivers with every payment and at project completion is the most effective defense.

Section 12 — No Mandatory Contract Form

Oklahoma does not have a dedicated home improvement contract statute requiring specific mandatory clauses (unlike California's Business and Professions Code § 7159). However, the Oklahoma Consumer Protection Act (15 O.S. § 751 et seq.) broadly prohibits deceptive and unfair business practices. Any misrepresentation by a contractor — about licensing, price, scope, or timeline — may constitute a violation giving you a private right of action. Keep copies of all estimates, advertising, and pre-contract representations.

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.

OKLAHOMA HOMEOWNER-CONTRACTOR AGREEMENT

Governing law: Oklahoma Statutes Title 59, §§ 1000–1070 (CIB Act); Title 42, §§ 141–176 (Mechanics' Liens); Title 15, §§ 751 et seq. (Consumer Protection); Title 15, §§ 771–784 (Home Solicitation Sales Act)

1. Parties

Homeowner (Property Owner)

Name(s) _____

Property Address _____

Mailing Address (if different) _____

Phone _____

Email _____

Contractor

Business Name (Legal Entity) _____

CIB License # (if applicable) _____

CIB License Classification(s) _____

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)	\$ _____
Total Amount Due	\$ _____

3.2 Payment Schedule

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

Payment	Amount	Trigger (Work Milestone)
Progress Payment 3	\$ _____	_____
Final Payment	\$ _____	Completion and final inspection
Total	\$ _____	

3.3 Payment Terms

- Payments are due within _____ days of written invoice
- Acceptable payment methods: _____
- No payment shall be due for work not yet performed or materials not yet delivered to the job site
- Final payment is due only after: (a) all work is complete, (b) final inspection is passed (if applicable), and (c) Homeowner has had reasonable opportunity to inspect

4. Project Timeline

Milestone	Date
Estimated Start Date	_____
Estimated Completion Date	_____

4.1 Delays

- Contractor shall notify Homeowner in writing within **48 hours** of any event that may delay the project
- Excusable delays include: weather, permit delays, material shortages, acts of God, government orders
- Non-excusable delays exceeding _____ business days entitle Homeowner to a daily credit of \$ _____ (liquidated damages), not to exceed _____% of the total contract price
- If the project is not substantially complete within _____ days of the estimated completion date (excluding excusable delays), Homeowner may terminate 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 Oklahoma 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 CIB-regulated trade work (electrical, plumbing, mechanical/HVAC, roofing) must hold a valid, active CIB license for the applicable trade
- Homeowner may request CIB license numbers for any subcontractor performing trade work 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 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 CIB Bond Requirement

CIB-licensed contractors are required to maintain a surety bond as a condition of licensure. Bond amounts vary by license type and classification. Verify current bond status at cib.ok.gov before work begins. For general contractors working under local registration, confirm bond requirements with the applicable local licensing authority.

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 Act, 15 O.S. §§ 771–784)

If this contract was solicited and agreed to at the Homeowner's residence and the contract price exceeds \$25, the Homeowner has the right to cancel this contract by midnight of the **third (3rd) business day** after the date of signing, without penalty or obligation. To cancel, the Homeowner must provide written notice of cancellation to the Contractor's address stated in this contract. The Contractor must provide a written Notice of Cancellation form at the time of signing. 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 an Oklahoma-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 CIB Complaint

Homeowners may file a complaint with the Oklahoma Construction Industries Board for violations related to CIB-licensed trade work. CIB investigates complaints involving licensed and unlicensed activity in regulated trades. Filing a CIB complaint does not prevent the homeowner from pursuing legal remedies. File at: **cib.ok.gov**

10.4 Legal Action

If mediation fails, either party may pursue legal action in the District 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. Oklahoma's Small Claims Division handles claims up to **\$10,000**.

11. Mechanics' Lien Notice

Oklahoma law (Title 42, §§ 141–176) 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 **four (4) months** of the date of last work 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 Requirement (42 O.S. § 143.1)

For owner-occupied single-family residential property, a subcontractor or materialman who does not have a direct contract with the homeowner must serve written notice on the owner within **75 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 Oklahoma Requirements

12.1 Oklahoma CIB Compliance Checklist

Oklahoma does not impose a mandatory home improvement contract form. To ensure compliance with applicable law and best practice, confirm this contract includes:

- Contractor's full legal name, address, and contact information
- CIB license number(s) and classification(s) for all applicable trade work
- Local contractor registration number and issuing jurisdiction (if applicable)
- A detailed description of the work to be performed and materials to be used
- Total contract price and payment schedule tied to work milestones
- Estimated start and completion dates
- Notice of the three-day right to cancel (if solicited at homeowner's residence)
- No blank sections left unfilled at the time of signing

12.2 CIB License Statement

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

12.3 Workers' Compensation Statement

Oklahoma law (85A O.S. § 1 et seq.) requires construction employers to carry workers' compensation insurance for all employees. 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 Oklahoma.

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 Sales Act applies)
- Exhibit D: Contractor's CIB License Printout (and/or local registration)
- 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 _____

CIB License # _____

Date _____

Oklahoma Homeowner Pre-Signing Checklist

- Verified contractor's CIB license is active and covers the applicable trade work at cib.ok.gov
- Confirmed any local contractor registration or permit-pulling authorization for the property's city or county
- Workers' compensation insurance confirmed (required for construction employers with employees)
- General liability insurance certificate obtained and on file
- CIB bond status confirmed at cib.ok.gov
- Down payment limited to a reasonable amount (recommended: no more than 1/3 of total contract price)
- Cancellation notice form provided if contractor solicited at your home (Home Solicitation Sales Act, 15 O.S. § 771)
- 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 their CIB trade license numbers requested from Contractor