



INSTRUCTIONS — NOT PART OF THE AGREEMENT

South Carolina Homeowner-Contractor Agreement

Before you begin: This template helps you understand what a strong South Carolina contractor agreement looks like. It is an educational starting point provided by **jaspector.com** — not a finished contract, and not legal advice. South Carolina law imposes specific requirements on contractor licensing and home improvement contracts, and local jurisdictions may add further obligations. Have this document reviewed by a South Carolina-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 SC LLR license.** Use the **South Carolina LLR license lookup** at verify.llronline.com to confirm the license is active, the classification matches your project type, and the bond and workers' compensation coverage are current. General contractors performing work valued at \$5,000 or more must hold an active license from the SC LLR Contractors' Licensing Board (SC Code §40-11-30).
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Make sure the contractor's license number, the scope of work, the contract price, and the start and completion dates are all clearly written in.
3. **Review each South Carolina notice.** These callouts highlight state-specific legal protections, including the three-day right to cancel and the 90-day mechanics' lien window. 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 a South Carolina-licensed attorney review the agreement.

Field-by-Field Guide

- **Section 1 (Parties):** Fill in legal names exactly as they appear on official documents. The contractor's SC LLR license number and classification are required. Verify the license at verify.llronline.com before signing.
- **Section 2 (Scope):** Be as specific as possible. List materials, dimensions, finishes, and what is excluded. Vague scope descriptions are the leading cause of residential construction disputes.
- **Section 3 (Payment):** South Carolina has no statutory deposit cap for residential construction contracts. Best practice is to limit down payments to no more than one-third (1/3) of the contract price. Tie every payment to a completed milestone, not a calendar date. Never pay the full amount upfront.

- **Section 4 (Timeline):** Get start and completion dates in writing. Fill in the delay penalty fields — these protect you if the contractor falls behind.
- **Section 7 (Warranties):** Fill in the warranty period. One year is common for workmanship; negotiate longer for major structural work.
- **Section 11 (Liens):** South Carolina does not require subcontractors and suppliers to serve a preliminary notice before filing a lien. Lien claims must be filed within 90 days of last furnishing (SC Code §29-5-90). Collect lien waivers with every payment — this is your primary protection.
- **Section 14 (Exhibits):** Attach all plans, specs, the contractor's LLR license printout, and the cancellation form. Check each box for what you are including.

South Carolina Legal Notes

Section 1 — LLR Contractor Licensing (SC Code §40-11-30): South Carolina requires general contractors performing work valued at \$5,000 or more to be licensed by the SC LLR Contractors' Licensing Board. Mechanical contractors (electrical, HVAC, plumbing) have their own licensing requirements. Residential specialty contractors performing work valued over \$200 may also require licensure depending on the trade. Confirm the license type and that it covers your specific project scope. Verify at verify.llronline.com before signing.

Section 3.2 — Down Payment: South Carolina does not cap deposit amounts by statute for residential construction contracts. However, best practice is to limit down payments to no more than one-third of the total contract price. Never pay the full amount upfront. Use a check or credit card so you have a payment record. Tie every subsequent payment to a completed, verifiable work milestone.

Section 9.3 — Three-Day Cancellation Right (SC Code §39-55-30 — Home Solicitation Sales Act): South Carolina's Home Solicitation Sales Act gives you three (3) business days to cancel any contract signed at your home or away from the contractor's permanent place of business, without penalty. The contractor must provide a written Notice of Cancellation at signing. Failure to provide the notice extends the cancellation period. Cancellation must be delivered in writing by midnight of the third business day. Upon cancellation, the contractor must return all payments within ten (10) business days.

Section 11 — Mechanics' Liens (SC Code §29-5-10 et seq.): South Carolina does not require subcontractors or material suppliers to serve a preliminary notice before filing a lien — meaning a lien can be placed on your property without prior warning. A claim of lien must be filed within **90 days** of the claimant's last day of furnishing labor or materials. Once filed, a lien enforcement action must commence within **six (6) months**. Protect yourself by requiring lien waivers with every payment and verifying your contractor is paying all subcontractors and suppliers on time.

Section 12 — LLR Complaints: You may file a complaint with the SC LLR Contractors' Licensing Board at any time regarding licensing violations, contract disputes, or construction defects. The LLR investigates

both licensed and unlicensed contractor activity. Filing an LLR complaint does not prevent you from also pursuing legal remedies. File at llr.sc.gov/contractors.

Section 10.4 — Small Claims: South Carolina Magistrate's Court handles claims up to **\$7,500** without an attorney, making it a practical option for smaller disputes over defective work, unpaid deposits, or incomplete punch-list items.

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, 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 or endorsement relationship.

SOUTH CAROLINA HOMEOWNER-CONTRACTOR AGREEMENT

SECTION 1: PARTIES

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

SC LLR License Number

License Classification

Qualifying Individual Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

South Carolina Requirement: Verify the contractor's license at verify.llronline.com before signing. Confirm the license is active, the classification covers your project type, and the bond and workers' compensation status are current. General contractors performing work valued at \$5,000 or more must be licensed by the SC LLR Contractors' Licensing Board (SC Code §40-11-30).

SECTION 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

SECTION 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

South Carolina Guidance: South Carolina does not impose a statutory cap on down payments for residential construction contracts. Best practice is to limit the down payment to no more than one-third (1/3) of the total contract price. Tie all payments to completed work milestones, not calendar dates.

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$	Upon signing (recommended: no more than 1/3 of contract price)
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

SECTION 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

SECTION 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.

SECTION 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 South Carolina 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 an SC LLR license must hold a valid, active license
- Homeowner may request SC LLR license numbers for any subcontractor working on the project

SECTION 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

SECTION 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 if Contractor has 4 or more 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 SC LLR Contractor Bond

South Carolina Requirement: Licensed contractors must maintain a surety bond as a condition of licensure with the SC LLR Contractors' Licensing Board. Bond amounts vary by license classification and category. Verify current bond status at verify.llronline.com.

SECTION 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

South Carolina Law (SC Code §39-55-30 — Home Solicitation Sales Act): If this contract was solicited and signed at the Homeowner's residence or at a location other than the Contractor's permanent place of business, the Homeowner has the right to cancel this contract within **three (3) business days** of signing, without penalty or obligation. The Contractor must provide a written Notice of Cancellation form at the time of signing. Failure to provide this notice extends the cancellation period. Cancellation must be delivered in writing by midnight of the third business day. Upon cancellation, the Contractor must return all payments within **ten (10) business days**.

SECTION 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 LLR Complaint

South Carolina Resource: Homeowners may file a complaint with the SC LLR Contractors' Licensing Board at any time. The LLR investigates complaints involving licensed and unlicensed contractor activity. Filing an LLR complaint does not prevent the homeowner from also pursuing legal remedies. File at llr.sc.gov/contractors.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the county where the property is located. The prevailing party may seek recovery of reasonable attorney's fees and costs to the extent permitted by South Carolina law. South Carolina Magistrate's Court handles claims up to **\$7,500**.

SECTION 11: MECHANICS' LIEN NOTICE

South Carolina Law (SC Code §29-5-10 et seq.): South Carolina allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid for work or materials. A claim of lien must be filed within **90 days** after the claimant's last day of providing labor or materials. Once filed, a lien enforcement action must be commenced within **six (6) months** of filing. A lien can affect your ability to sell or refinance.

11.1 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final lien waiver** from the contractor and all subcontractors upon final payment
- South Carolina does not have statutory lien waiver forms; use written unconditional lien waivers
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Verify that payments are flowing to subcontractors and suppliers by requesting proof of payment

11.2 Preliminary Notice

South Carolina does not require subcontractors and material suppliers to serve a preliminary notice before filing a mechanics' lien. This means a lien may be placed on your property without prior warning. Protect yourself by requiring written lien waivers with every payment and verifying your contractor is paying all subcontractors and suppliers promptly.

SECTION 12: ADDITIONAL SOUTH CAROLINA REQUIREMENTS

12.1 Contractor Licensing Under SC Code §40-11-30

South Carolina law requires general contractors performing work valued at \$5,000 or more to be licensed by the SC LLR Contractors' Licensing Board. Confirm the following before signing:

- Contractor's name, business address, and SC LLR license number included in this contract
- License is active and not expired, suspended, or revoked
- License classification covers the scope of work being performed
- Required surety bond is in force (verify at verify.llronline.com)
- Workers' compensation coverage is in force (if contractor has 4 or more employees)
- Description of work, contract price, and approximate start/completion dates included
- Notice of Three-Day Right to Cancel provided (if applicable)

12.2 Required Contract Notice

Confirm all blank fields are filled in before signing and that you receive a fully signed copy of the complete contract before any work starts. South Carolina contractors performing work valued at \$5,000 or more must hold a valid SC LLR license.

12.3 SC LLR License Statement

Contractors performing work valued at \$5,000 or more are required by law to be licensed and regulated by the South Carolina Contractors' Licensing Board under the SC Department of Labor, Licensing and Regulation. Any questions concerning a contractor may be referred to the SC LLR Contractors' Licensing Board, PO Box 11329, Columbia, SC 29211-1329. Phone: 803-896-4686. Website: llr.sc.gov/contractors.

12.4 Workers' Compensation

South Carolina law (SC Code §42-1-130) requires contractors with **four (4) or more employees** to carry workers' compensation insurance. Contractors working alone or with fewer than four employees may be exempt but should confirm their status with the SC Department of Employment and Workforce. Verify coverage before work begins.

SECTION 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 South Carolina.

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.

SECTION 14: EXHIBITS AND ATTACHMENTS

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Three-Day Right to Cancel
- Exhibit D: Contractor's SC LLR 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

SC LLR License #

Date

SOUTH CAROLINA PRE-SIGNING CHECKLIST (FOR HOMEOWNER USE)

Before signing, confirm:

- Verified contractor's SC LLR license is active at verify.llronline.com

- License classification covers the project type

- Workers' compensation status confirmed (if contractor has 4 or more employees)

- Bond status confirmed through LLR license lookup

- General liability insurance certificate obtained

- Down payment is reasonable (recommended: no more than 1/3 of contract price)

- Three-Day Right to Cancel notice provided (if contract signed at home)

- 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

- Aware that SC does not require preliminary lien notices — collect lien waivers with every payment

This template was prepared by jaspector.com as an educational resource for South Carolina homeowners. It is not legal advice. Consult a South Carolina-licensed attorney before executing any construction contract. — Template Version 1.0, March 2026