



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Utah Homeowner-Contractor Agreement

Before you begin: This template helps you understand what a strong Utah contractor agreement looks like. It is an educational starting point provided by **jaspector.com** — not a finished contract, and not legal advice. Utah law imposes specific requirements on contractor licensing and construction contracts, and local jurisdictions may add further obligations. Have this document reviewed by a Utah-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 license.** Use the **Utah Division of Professional Licensing (DOPL) license lookup** at dopl.utah.gov to confirm the license is active, the classification covers your project type, and bond and workers' compensation coverage are current. Under Utah Code §58-55-305, a contractor license is required for any project valued at \$3,000 or more in labor and materials.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Utah law requires a written contract for projects over \$3,000, and a homeowner is entitled to a completely filled-in signed copy before any work starts.
3. **Review each Utah callout.** These notes highlight state-specific legal protections, including the Residence Lien Restriction and Lien Recovery Fund, DOPL licensing rules, and cancellation rights. Read them carefully.
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 Utah-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 DOPL license number, classification, and qualifying agent name are required under Utah Code §58-55-305.
- **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):** Utah does not cap down payments by statute. However, tie every payment to a completed milestone to limit your risk — never pay for work that has not yet been performed. Utah Code §58-55-603 prohibits a contractor from abandoning the project after accepting substantial payment.

- **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 express warranty period. One year is common; negotiate for more on major work.
- **Section 11 (Liens):** Collect lien waivers with every payment. Under Utah Code §38-1a-501, any party intending to preserve lien rights must serve a Preliminary Notice within 20 days of first furnishing labor or materials. Liens must be filed within 90 days of last work (Utah Code §38-1a-503). The Residence Lien Restriction and Lien Recovery Fund Act (Utah Code §38-11) can protect homeowners who pay the original licensed contractor in full.
- **Section 14 (Exhibits):** Attach all plans, specs, the DOPL license printout, and any cancellation notice. Check each box for what you are including.

Utah Legal Notes

Section 1 — DOPL Licensing (Utah Code §58-55-305): Utah requires a contractor license for any project valued at \$3,000 or more in labor and materials combined. License classifications include B100 (General Building), B200 (Residential and Small Commercial), and specialty trade licenses (S classifications). Confirm the contractor's DOPL license classification covers your project type. The qualifying agent listed on the license is personally responsible for compliance with Utah Code Title 58, Chapter 55. Verify all details at dopl.utah.gov before signing.

Section 3.2 — Payment Practices (Utah Code §58-55-603): Utah does not impose a statutory cap on down payments for residential construction contracts. However, paying a large upfront deposit creates significant risk. Utah Code §58-55-603 makes it unlawful for a licensed contractor to abandon a project after accepting substantial payment — violations can result in license suspension or revocation. Protect yourself by tying all payments to completed work milestones.

Section 9.3 — Cancellation Rights (FTC Cooling-Off Rule / Utah Consumer Sales Practices Act): If this contract was solicited and signed at your home or away from the contractor's permanent place of business, the FTC Cooling-Off Rule (16 C.F.R. Part 429) gives you three (3) business days to cancel without penalty for sales of \$25 or more. The Utah Consumer Sales Practices Act (Utah Code §13-11-4) also prohibits deceptive acts and unfair cancellation penalties in consumer sales. Ask the contractor for written notice of your cancellation rights at signing.

Section 11 — Residence Lien Restriction and Lien Recovery Fund (Utah Code §38-11): Utah's Residence Lien Restriction and Lien Recovery Fund Act restricts the ability of subcontractors and suppliers to lien a homeowner's qualified residence when the homeowner has paid the original (prime) contractor in full. If the original contractor was licensed by DOPL and the homeowner paid in full, unpaid subcontractors and suppliers must seek recovery from the Lien Recovery Fund rather than the

homeowner's property. This is a significant protection — it is activated only when the original contractor held a valid DOPL license. Always verify DOPL license status before signing.

Section 11 — Construction Liens (Utah Code Title 38, Chapter 1a): Any party who furnishes labor, services, equipment, or materials to your project may preserve lien rights by serving a Preliminary Notice within 20 days of first furnishing (Utah Code §38-1a-501). The lien itself must be filed within 90 days of last work (Utah Code §38-1a-503), and a lien foreclosure action must be commenced within 180 days of filing. Collect lien waivers with every payment to protect your title.

Section 12 — DOPL Complaints: You may file a complaint with the Utah Division of Professional Licensing at dopl.utah.gov at any time regarding licensed or unlicensed contractor activity. DOPL can suspend or revoke licenses, assess civil penalties, and order corrective action. Filing a complaint does not prevent you from pursuing civil remedies.

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.

UTAH HOMEOWNER-CONTRACTOR AGREEMENT

SECTION 1: PARTIES

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

DOPL License Number

DOPL License Classification(s)

Qualifying Agent Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

Utah Requirement (Utah Code §58-55-305): Verify the contractor's DOPL license at dopl.utah.gov before signing. Confirm the license is active, the classification covers your project type, the qualifying agent is current, and bond and workers' compensation status are in force. A contractor license is required for any project valued at \$3,000 or more in labor and materials combined.

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

Utah Note (Utah Code §58-55-603): Utah does not cap the down payment by statute. However, Utah Code §58-55-603 prohibits a licensed contractor from abandoning a project after accepting substantial payment — a violation that can result in license suspension or revocation. Tie all payments to completed work milestones to limit your risk.

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$	Upon signing
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 Utah 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 DOPL license must hold a valid, active Utah contractor license
- Homeowner may request DOPL 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 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 DOPL Contractor License Bond

Utah Requirement (Utah Code §58-55-306): Licensed contractors in Utah are required to maintain a surety bond with DOPL as a condition of licensure. Bond amounts vary by license classification. Verify current bond status through the DOPL license lookup at dopl.utah.gov.

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 Right to Cancel

Cancellation Rights (FTC Cooling-Off Rule / Utah Consumer Sales Practices Act §13-11-4): 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, under the Federal Trade Commission Cooling-Off Rule (16 C.F.R. Part 429) for sales of \$25 or more made away from the seller's permanent place of business. The Utah Consumer Sales Practices Act (Utah Code §13-11-1 et seq.) also prohibits deceptive acts and unfair cancellation penalties. Contractor must provide written notice of the right to cancel at the time of signing. Upon cancellation, all payments must be returned 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 DOPL Complaint

Utah Resource: Homeowners may file a complaint with the Utah Division of Professional Licensing at any time regarding licensed or unlicensed contractor activity. DOPL can suspend or revoke licenses, assess civil penalties, and order corrective action. Filing a DOPL complaint does not prevent the homeowner from also pursuing civil remedies. File at dopl.utah.gov.

10.4 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. Utah Small Claims Court handles claims up to **\$11,000**.

SECTION 11: CONSTRUCTION LIEN NOTICE

Utah Law (Utah Code Title 38, Chapter 1a): Utah allows contractors, subcontractors, and material suppliers to place a construction lien on your property if they are not paid for work or materials. A lien can affect your ability to sell or refinance your property.

11.1 Protecting Against Construction Liens

- Request **unconditional lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **conditional final lien waiver** before making the final payment, and an **unconditional final lien waiver** upon final payment
- 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 (Utah Code §38-1a-501)

Under Utah law, any person who furnishes labor, services, equipment, or materials to your project must serve a **Preliminary Notice** within **20 days** of first furnishing to preserve lien rights. If you receive a Preliminary Notice, it does not mean there is a problem — it preserves the sender's right to file a lien if they are not paid. Keep all Preliminary Notices on file. Failure to serve this notice within the required time forfeits the right to claim a lien.

11.3 Lien Filing Deadline (Utah Code §38-1a-503)

A construction lien must be filed within **90 days** after the date on which the last work was performed or materials were furnished. A lien foreclosure action must be commenced within **180 days** after the lien is filed.

11.4 Residence Lien Restriction and Lien Recovery Fund (Utah Code §38-11)

Utah Protection (Utah Code §38-11-101 et seq.): Utah's Residence Lien Restriction and Lien Recovery Fund Act restricts the ability of subcontractors and suppliers to lien a homeowner's qualified residence when the homeowner has paid the original (prime) contractor in full. If the original contractor held a valid DOPL license at the time of contracting and the homeowner paid the original contractor in full, unpaid subcontractors and suppliers must seek compensation from the Lien Recovery Fund rather than the homeowner's property. This protection applies only to: (1) qualified residences (owner-occupied or intended to be owner-occupied), (2) where the original contractor was DOPL-licensed, and (3) where the homeowner paid the original contractor in full. Always verify DOPL license status before signing.

SECTION 12: ADDITIONAL UTAH REQUIREMENTS

12.1 Contractor Licensing Compliance Checklist

Utah requires contractors performing work valued at \$3,000 or more (labor and materials combined) to be licensed by DOPL (Utah Code §58-55-305). Confirm the following before signing:

- Contractor's DOPL license number and classification included in this contract
- License is active and not expired, suspended, or revoked
- License classification covers the scope of work being performed
- Qualifying Agent is identified and active on the license
- Required license bond is in force (verify at dopl.utah.gov)
- Workers' compensation coverage is in force (if contractor has employees)

12.2 Required Contract Provisions

Utah Law (Utah Code §58-55-603): Utah prohibits licensed contractors from abandoning a construction project after accepting substantial payment. Written contracts are required for projects exceeding \$3,000. A homeowner is entitled to a completely filled-in copy of the signed agreement before any work may begin.

12.3 DOPL License Statement

Contractors in Utah are required by law to be licensed and regulated by the Utah Division of Professional Licensing (DOPL). Any questions concerning a contractor may be directed to the Division of Professional Licensing, P.O. Box 146741, Salt Lake City, UT 84114-6741. Phone: (801) 530-6720. Website: dopl.utah.gov.

12.4 Workers' Compensation Requirement

Utah law (Utah Code §34A-2-201) requires employers to provide workers' compensation coverage for all employees. Independent contractors working alone may be exempt. Verify current workers' compensation status through the DOPL license lookup at dopl.utah.gov 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 Utah.

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 Right to Cancel (if applicable)
- Exhibit D: Contractor's DOPL 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

DOPL License #

Date

UTAH PRE-SIGNING CHECKLIST (FOR HOMEOWNER USE)

Before signing, confirm:

- Verified contractor's DOPL license is active at dopl.utah.gov

- License classification covers the project type

- Qualifying Agent name matches the DOPL license record

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

- Bond status confirmed through DOPL license lookup

- General liability insurance certificate obtained

- Cancellation notice provided (if contract signed at home or away from contractor's place of business)

- 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

- Original contractor holds a valid DOPL license (required for Residence Lien Restriction Fund protection)

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