



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Before You Begin: This template helps you understand what a strong Vermont contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. Vermont requires construction contractors to be registered with the Office of Professional Regulation (OPR) for any work valued at \$3,000 or more. Have this document reviewed by a Vermont-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 OPR registration.** All contractors performing construction work valued at \$3,000 or more in Vermont must be registered with the Vermont Office of Professional Regulation (OPR). Confirm the registration is active and the classification covers your project type. Check at sos.vermont.gov/opr through the Vermont Secretary of State.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Vermont law (26 V.S.A. Chapter 20) requires construction contracts at or above the \$3,000 threshold to be in writing with all required information included.
3. **Review each Vermont note.** The notes in this template explain state-specific legal protections, including cancellation rights and mechanics' lien rules. Read them carefully before signing.
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 Vermont-licensed attorney review the agreement before signing.

Field-by-Field Guide

- › **Section 1 (Parties):** Include the contractor's full legal entity name as registered with the Vermont OPR. The OPR registration number is required by Vermont law on all construction contracts valued at \$3,000 or more. Ask for the registration classification to confirm it covers your project type.
- › **Section 2 (Scope):** Be as specific as possible. "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):** Vermont has no statutory deposit cap for home improvement contracts. 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 protect you if the contractor falls behind without a valid reason.
- › **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 or negotiated this agreement at your home (or any location other than their regular place of business), Vermont’s consumer protection law (9 V.S.A. § 2454) gives you three business days to cancel without penalty. The contractor must provide a written cancellation notice form at signing.
- › **Section 11 (Mechanics’ Liens):** Vermont’s lien deadline is 180 days from last work or materials furnished. Liens are filed with the town clerk (not a county office) where the property is located. Collect lien waivers with every payment and at project completion to protect against lien claims from subcontractors and suppliers.
- › **Section 14 (Exhibits):** Attach plans, specs, and the contractor’s OPR registration printout. Check each box to confirm what is included with your signed contract.

Vermont Legal Notes

Section 1 — OPR Registration Requirement

Vermont’s Construction Contractors Registration Act (26 V.S.A. Chapter 20) requires all contractors performing construction work valued at \$3,000 or more on residential property to be registered with the Vermont Office of Professional Regulation (OPR) under the Secretary of State. Unregistered contractors working on projects at or above that threshold are violating state law and may be subject to fines, civil liability, and OPR disciplinary action. Registration also requires the contractor to carry a \$20,000 surety bond and meet applicable insurance requirements. Always verify registration status before signing a contract or making any payment.

Section 3 — No Statutory Deposit Cap

Vermont does not impose a statutory limit on contractor down payments for residential construction 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 Vermont OPR receives complaints about contractors who collect large deposits and fail to perform or abandon projects. Never pay the full contract amount before work is complete.

Section 9.3 — Three-Day Cancellation Right (9 V.S.A. § 2454)

Vermont’s consumer protection statutes give homeowners a three-business-day right to cancel any contract solicited or negotiated at the homeowner’s residence or at any place other than the contractor’s regular place of business. If a contractor visits your home to discuss and sign the contract, this right applies. The contractor is required to give you written notice of this cancellation right at the time of signing. To exercise the right, deliver written notice of cancellation to the contractor before midnight of the third business day after signing. The contractor must then return all payments within 10 business days and retrieve any materials left at the property.

Section 11 — Mechanics' Lien (9 V.S.A. § 1921 et seq.)

Vermont's mechanics' lien statute gives contractors, subcontractors, and material suppliers the right to file a lien against your property if they are not paid. Under 9 V.S.A. § 1924, a notice of lien must be filed with the town clerk in the town where the property is located within 180 days of the last date labor was performed or materials were furnished. Vermont uses a town-based land records system — liens are filed at the town clerk's office, not a county recorder. After filing, the lienholder must bring a civil action to enforce the lien within one year of filing. A filed lien can cloud your title and prevent a sale or refinancing until it is resolved. Collecting lien waivers from the prime contractor and all known subcontractors at each payment milestone is your primary defense.

Section 12 — Written Contract Requirement

Vermont law (26 V.S.A. Chapter 20) requires that all construction contracts for work valued at \$3,000 or more be in writing. The written contract must include the contractor's OPR registration number, a description of the work, the contract price, the payment schedule, and estimated start and completion dates. A contractor who proceeds without a written contract on a covered project may be subject to disciplinary action by the OPR. Do not allow work to begin on a project valued at \$3,000 or more without a fully executed written contract.

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.

VERMONT HOMEOWNER-CONTRACTOR AGREEMENT

Governing law: 26 V.S.A. Chapter 20 (Construction Contractors Registration Act) — 9 V.S.A. § 1921 et seq. (Mechanics' Liens) — 9 V.S.A. § 2454 (Consumer Protection)

1. Parties

Homeowner (Property Owner)

Name(s) _____

Property Address _____

Mailing Address (if different) _____

Phone _____

Email _____

Contractor

Business Name (Legal Entity) _____

VT OPR Registration Number _____

Registration Classification(s) _____

Qualifying Individual Name _____

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	\$ _____	_____
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 Vermont 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 valued at \$3,000 or more must hold a valid Vermont OPR registration or applicable state trade license
- Homeowner may request OPR 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:

Coverage	Minimum Amount
General Liability	\$ _____
Workers' Compensation	Statutory limits (required for 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 Vermont OPR Surety Bond

Vermont law requires registered contractors to maintain a \$20,000 surety bond with the Vermont OPR as a condition of registration (26 V.S.A. § 1212). Verify bond status when confirming the contractor's OPR registration at sos.vermont.gov/opr.

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 (Vermont Consumer Protection, 9 V.S.A. § 2454)

If this contract was solicited or negotiated at the Homeowner's residence (or at any location other than the Contractor's regular 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 the Homeowner with written notice of this cancellation right and a cancellation form at the time of signing. To cancel, the Homeowner must deliver written notice of cancellation to the Contractor before midnight of the third business day after signing. Upon valid cancellation, the Contractor must return all payments within **10 business days** and retrieve any materials left at 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 a Vermont-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 OPR Complaint

Homeowners may file a complaint with the Vermont Office of Professional Regulation (OPR) at any time. The OPR investigates complaints involving registered and unregistered contractor activity, including failure to perform, substandard work, and licensing violations. Filing a complaint with the OPR does not prevent the homeowner from pursuing legal remedies. Contact the OPR through: sos.vermont.gov/opr

10.4 Legal Action

If mediation fails, either party may pursue legal action in the court for 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. Vermont Small Claims Court handles claims up to \$5,000.

11. Mechanics' Lien Notice

Vermont law (9 V.S.A. § 1921 et seq.) 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 notice of lien must be filed with the town clerk in the town where the property is located within **180 days** after the last date labor was performed or materials were 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 Vermont Lien Filing Deadline (9 V.S.A. § 1924)

Under Vermont law, any person claiming a mechanics' lien must file a notice of lien in the land records of the town where the property is located within 180 days of the last date labor was performed or materials were furnished. Vermont uses a town-based land records system — liens are filed with the town clerk's office, not a county recorder. After the notice is filed, the lienholder must bring a civil action to enforce the lien within one year of filing. If you receive any notice related to a mechanics' lien on your property, consult a Vermont-licensed attorney promptly.

12. Additional Vermont Requirements

12.1 Required Contract Contents (26 V.S.A. Chapter 20) Compliance Checklist

Vermont law requires that all construction contracts for work valued at \$3,000 or more be in writing. Confirm this contract includes:

- Contractor's name, business address, and Vermont OPR registration number
- A description of the work to be performed and materials to be used
- Total contract price and payment schedule
- Estimated start and completion dates
- A statement that the contractor is registered with the Vermont OPR
- No blank sections left unfilled at the time of signing

12.2 Vermont OPR Registration Statement

Contractor represents and warrants that, as of the date of this contract, Contractor holds a valid registration issued by the Vermont Office of Professional Regulation (OPR) covering the work to be performed, and that such registration will remain in good standing throughout the duration of this project. Contractor further represents that all required surety bonds and insurance coverages required by the Vermont OPR are in place.

12.3 Workers' Compensation Statement

Vermont law (21 V.S.A. § 688) requires employers with one or more employees to carry workers' compensation insurance. 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 Vermont.

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 consumer protection right applies)
- Exhibit D: Contractor's Vermont OPR Registration 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 _____

VT OPR Registration # _____

Date _____

Vermont Homeowner Pre-Signing Checklist

- Verified contractor's OPR registration is active at sos.vermont.gov/opr
- Registration classification confirmed to cover the type of work being performed
- Workers' compensation insurance confirmed (required for employers with 1+ employees)
- General liability insurance certificate obtained and on file
- \$20,000 Vermont OPR surety bond confirmed
- Down payment limited to no more than one-third (1/3) of total contract price
- Cancellation notice form provided if contractor solicited at your home (9 V.S.A. § 2454)
- Contract is in writing (required for all construction contracts valued at \$3,000 or more under 26 V.S.A. Chapter 20)
- 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