



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Virginia Homeowner-Contractor Agreement

Before you begin: This template helps you understand what a strong Virginia contractor agreement looks like. It is an educational starting point provided by **jaspector.com** — not a finished contract, and not legal advice. Virginia law imposes specific requirements on contractor licensing and home improvement contracts, and local jurisdictions may add further obligations. Have this document reviewed by a Virginia-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 DPOR license.** Use the **Virginia DPOR license lookup** at dpor.virginia.gov/licenselookup/ to confirm the license is active, the class (A, B, or C) matches your project's dollar value, and the surety bond and workers' compensation coverage are current.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Virginia law (Va. Code § 54.1-1138) requires a written contract before work begins on projects valued at \$1,000 or more.
3. **Review each Virginia callout.** These notes highlight state-specific legal protections, including license class requirements, lien filing rules, and the three-day right to cancel. 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 Virginia-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 DPOR license number and class are required. Compare the license class to the total contract value: Class C covers up to \$10,000; Class B up to \$120,000; Class A above \$120,000.
- **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):** Virginia has no statutory deposit cap. 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 milestone, not a calendar date.
- **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):** Virginia has no preliminary notice requirement — subcontractors can file a lien within 90 days of their last day of work without advance warning. Collect unconditional lien waivers with every payment to protect yourself.
- **Section 14 (Exhibits):** Attach all plans, specs, the contractor's DPOR license printout, and the cancellation form. Check each box for what you are including.

Virginia Legal Notes

Section 1 — DPOR Licensing (Va. Code Title 54.1, Ch. 11): Virginia requires contractors performing work valued at \$1,000 or more to hold a license issued by the DPOR Board for Contractors. The state uses three license classes based on project size: Class C (up to \$10,000 per project, \$150,000 annual volume), Class B (up to \$120,000 per project, \$750,000 annual volume), and Class A (unlimited). Always confirm the contractor's class is appropriate for your total contract value, including foreseeable change orders. Verify at dpor.virginia.gov/licenselookup/.

Section 3.2 — Down Payment: Virginia does not cap deposit amounts by statute for residential construction contracts. Best practice is to limit down payments to no more than one-third of the total contract price. Never pay the full contract price upfront. Use a check or credit card so you have a payment record.

Section 9.3 — Three-Day Cancellation Right (Va. Code §§ 59.1-21.2 to 59.1-21.7): Virginia's Home Solicitation Sales Act gives you three (3) business days to cancel any contract valued at \$25 or more that was solicited and signed at your home or away from the contractor's permanent place of business. The contractor must provide a written Notice of Cancellation at signing. 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 (Va. Code §§ 43-1 to 43-23): Virginia's mechanics' lien law does not require preliminary notice before filing — subcontractors and suppliers can file a memorandum of lien within **90 days** of their last day of work without giving you advance warning. A filed lien must be enforced within 6 months of filing (or 60 days after project completion, whichever is later). Collect unconditional lien waivers from the contractor and all subcontractors with every payment to minimize this risk.

Section 12 — DPOR Complaints: You may file a complaint with the Virginia DPOR Board for Contractors at any time regarding licensing violations, contract disputes, or construction defects. DPOR investigates both licensed and unlicensed contractor activity. Filing a DPOR complaint does not prevent you from also pursuing legal remedies. File at dpor.virginia.gov.

Section 10.4 — Legal Action: Virginia’s General District Court (Small Claims) handles claims up to \$5,000. Claims up to \$25,000 proceed in General District Court. Circuit Court handles larger claims. The prevailing party may recover attorney’s fees and costs if provided by contract or statute.

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.

VIRGINIA HOMEOWNER-CONTRACTOR AGREEMENT

SECTION 1: PARTIES

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

DPOR License Number

DPOR License Class (A / B / C)

Specialty Trade License(s) (if any)

Qualifying Individual Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

Virginia Requirement: Verify the contractor's DPOR license at dpor.virginia.gov/licenselookup/ before signing. Confirm the license is active, the class (A, B, or C) is appropriate for your project's total dollar value, and the surety bond and workers' compensation status are current. Contractors performing work valued at \$1,000 or more must be DPOR-licensed (Va. Code § 54.1-1100).

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

Virginia Guidance: Virginia 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. Never pay the full contract price upfront.

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

Virginia Note: If a change order would push the total contract value above the contractor's current DPOR license class limit, the contractor must obtain the appropriate higher-class license before proceeding with the additional work.

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 Virginia 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 DPOR license must hold a valid, active license at the appropriate class level
- Homeowner may request DPOR 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 2+ 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 DPOR Surety Bond Requirement

Virginia Requirement: Licensed contractors must maintain a surety bond with DPOR as a condition of licensure. Bond amounts vary by class: Class A — \$50,000; Class B — \$15,000; Class C — \$5,000. Verify current bond status at dpor.virginia.gov/licenselookup/.

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

Virginia Law (Va. Code §§ 59.1-21.2 to 59.1-21.7 — 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, and the contract price is \$25 or more, 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. 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 DPOR Complaint

Virginia Resource: Homeowners may file a complaint with the Virginia DPOR Board for Contractors at any time. DPOR investigates complaints involving licensed and unlicensed contractor activity. Filing a DPOR complaint does not prevent the homeowner from also pursuing legal remedies. File at dpor.virginia.gov.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the county or city where the property is located. Virginia's General District Court (Small Claims) handles claims up to **\$5,000**. Claims up to **\$25,000** proceed in General District Court; larger claims proceed in Circuit Court. The prevailing party shall be entitled to recover reasonable attorney's fees and costs as provided by this contract.

SECTION 11: MECHANICS' LIEN NOTICE

Virginia Law (Va. Code §§ 43-1 to 43-23): Virginia allows contractors, subcontractors, and material suppliers to place a mechanics' lien (memorandum of lien) on your property if they are not paid for work or materials. A general contractor must file within **90 days** after the last day of work or last furnishing of materials. Virginia does not require preliminary notice before filing, meaning you may receive no advance warning from subcontractors or suppliers. A filed lien must be enforced within **6 months** of filing (or 60 days after project completion, whichever is later). A lien can affect your ability to sell or refinance.

11.1 Protecting Against Mechanics' Liens

- Request **unconditional lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final unconditional lien waiver** from the contractor and all subcontractors upon final payment
- Virginia does not prescribe 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 Subcontractor and Supplier Liens (Va. Code § 43-4)

Subcontractors and material suppliers who do not have a direct contract with the homeowner may file a memorandum of lien within **90 days** of their last day of furnishing labor or materials. Unlike many states, Virginia does not require these parties to provide preliminary notice to the homeowner before filing. Collecting lien waivers with every payment is the most effective protection available to homeowners under Virginia law.

SECTION 12: ADDITIONAL VIRGINIA REQUIREMENTS

12.1 Contract Requirements Under Va. Code § 54.1-1138

Virginia law requires written contracts for residential construction or improvement projects valued at \$1,000 or more. Confirm the following are included before signing:

- Contractor's name, business address, and DPOR license number included in this contract
- License is active and not expired, suspended, or revoked
- License class (A, B, or C) is appropriate for the total project value
- Required surety bond is in force (verify at dpor.virginia.gov)

- Workers' compensation coverage is in force (if contractor has 2+ employees)
- Description of work, contract price, and approximate start/completion dates included
- Notice of Three-Day Right to Cancel provided (if applicable)

12.2 License Class Verification

Virginia contractors are classified by the dollar value of projects they are authorized to perform. Class C covers single projects up to \$10,000 (max \$150,000 annual volume); Class B covers single projects up to \$120,000 (max \$750,000 annual volume); Class A covers projects above \$120,000 with no annual volume limit. Confirm the contractor's class is appropriate for the full contract value, including anticipated change orders. A contractor may not perform work that exceeds their license class. (Va. Code § 54.1-1100)

12.3 DPOR License Statement

Contractors performing work valued at \$1,000 or more in Virginia are required by law to be licensed and regulated by the Department of Professional and Occupational Regulation (DPOR), Board for Contractors. Any questions concerning a contractor may be referred to DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233. Phone: 804-367-8511. Website: dpor.virginia.gov.

12.4 Workers' Compensation and Insurance

Virginia Code Title 65.2 requires contractors with two or more employees to carry workers' compensation insurance. Sole proprietors working alone may be exempt, but subcontractors working on the project may be considered employees for workers' compensation purposes. Verify workers' compensation status through the Virginia Workers' Compensation Commission at workcomp.virginia.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 Commonwealth of Virginia.

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 DPOR 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

DPOR License #

License Class (A / B / C)

Date

VIRGINIA PRE-SIGNING CHECKLIST (FOR HOMEOWNER USE)

Before signing, confirm:

- Verified contractor's DPOR license is active at dpor.virginia.gov/licenselookup/

- License class (A, B, or C) matches the total project dollar value

- Workers' compensation status confirmed (if contractor has 2+ employees)

- Surety bond status confirmed through DPOR 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 Virginia has no preliminary lien notice requirement — collecting lien waivers with every payment is essential

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