



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Before You Begin: This template helps you understand what a strong West Virginia contractor agreement looks like. It is an educational starting point provided by jaspector.com — not a finished contract, and not legal advice. West Virginia requires contractors to hold a valid license issued by the Division of Labor for any work valued at \$2,500 or more on residential property. Have this document reviewed by a West 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 WV Division of Labor license.** All contractors performing construction, alteration, or repair work valued at \$2,500 or more in West Virginia must hold a valid license from the Division of Labor under WV Code § 21-11-5. Confirm the license is active and the classification covers your project type. Check at wvlabor.gov.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. West Virginia law (WV Code § 21-11-1 et seq.) requires licensed contractor work to be properly documented. A complete, signed contract protects both parties.
3. **Review each West Virginia 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 West Virginia-licensed attorney review the agreement before signing.

Field-by-Field Guide

- › **Section 1 (Parties):** Include the contractor's full legal entity name as licensed by the WV Division of Labor. The contractor license number should be verified at wvlabor.gov before you sign. Confirm the license classification matches 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):** West Virginia has no statutory deposit cap for residential construction 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), West Virginia’s Consumer Credit and Protection Act (WV Code § 46A-2-101 et seq.) gives you three business days to cancel without penalty. The contractor must provide a written Notice of Cancellation form at signing.
- › **Section 11 (Mechanics’ Liens):** West Virginia’s lien filing deadline is 100 days from the last date labor was performed or materials were furnished. 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 WV Division of Labor license printout. Check each box to confirm what is included with your signed contract.

West Virginia Legal Notes

Section 1 — WV Division of Labor Licensing Requirement

West Virginia’s Contractor Licensing Act (WV Code § 21-11-1 et seq.) requires all contractors performing construction, alteration, repair, or improvement work valued at \$2,500 or more to hold a valid license issued by the West Virginia Division of Labor. Unlicensed contractors performing work at or above that threshold are violating state law and may be subject to fines and civil liability. Always verify license status before signing a contract or making any payment. Licensed contractors are also required to maintain a \$10,000 surety bond and carry appropriate insurance.

Section 3 — No Statutory Deposit Cap

West Virginia 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 WV Division of Labor receives complaints about contractors who collect large deposits and fail to perform or abandon projects.

Section 9.3 — Three-Day Cancellation Right (Consumer Credit and Protection Act)

West Virginia’s Consumer Credit and Protection Act (WV Code § 46A-2-101 et seq.) provides a three-business-day right to cancel for contracts solicited or negotiated at the homeowner’s residence or at any location other than the seller’s regular place of business, where the purchase price exceeds \$25. If a contractor visits your home to discuss and sign the contract, this right applies. The contractor is required to give you a written Notice of Cancellation form when you sign. To exercise the right, sign the cancellation form and deliver it — or provide written notice — to the contractor before midnight of the third business day after signing. Upon valid cancellation, the contractor must return all payments promptly and retrieve any materials left at the property.

Section 11 — Mechanics' Lien (WV Code § 38-2-1 et seq.)

West Virginia'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 WV Code § 38-2-7, a general contractor must file a notice of lien in the county clerk's office within 100 days after the last day labor was performed or materials were furnished. Subcontractors and material suppliers have the same 100-day deadline after their last work or delivery. 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 — Contractor Licensing and Written Contract

West Virginia law (WV Code § 21-11-5) requires contractors to be licensed for work valued at \$2,500 or more. While West Virginia does not prescribe the exact format of a home improvement contract, having a written agreement that includes the contractor's license number, scope of work, price, payment schedule, and project timeline is strongly recommended and consistent with best practices enforced by the WV Division of Labor. Do not allow work to begin on a project over \$2,500 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.

WEST VIRGINIA HOMEOWNER-CONTRACTOR AGREEMENT

Governing law: WV Code § 21-11-1 et seq. (Contractor Licensing Act) — WV Code § 38-2-1 et seq. (Mechanics' Liens) —
WV Code § 46A-2-101 et seq. (Consumer Credit and Protection Act)

1. Parties

Homeowner (Property Owner)

Name(s) _____

Property Address _____

Mailing Address (if different) _____

Phone _____

Email _____

Contractor

Business Name (Legal Entity) _____

WV Contractor License Number _____

License 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 West 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 valued at \$2,500 or more must hold a valid West Virginia contractor license or applicable state trade license
- Homeowner may request license 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 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 WV Division of Labor Surety Bond

West Virginia law requires licensed contractors to maintain a \$10,000 surety bond with the WV Division of Labor as a condition of licensure (WV Code § 21-11-5). Verify bond and license status with the West Virginia Division of Labor at wvlabor.gov before signing.

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 (WV Code § 46A-2-101 et seq.)

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) and the contract price exceeds \$25, the Homeowner has the right to cancel this contract by midnight of the **third business day** after the date of signing, without penalty or obligation. The Contractor must provide a written Notice of Cancellation form at the time of signing. To cancel, the Homeowner must sign and deliver the Notice of Cancellation to the Contractor's address before midnight on the third business day. Upon valid cancellation, the Contractor must return all payments promptly 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 West Virginia-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 WV Division of Labor Complaint

Homeowners may file a complaint with the West Virginia Division of Labor, Contractor Licensing Section, at any time. The Division investigates complaints involving licensed and unlicensed contractor activity, including failure to perform, substandard work, and licensing violations. Filing a Division of Labor complaint does not prevent the homeowner from pursuing legal remedies. Contact: **wvlabor.gov**

10.4 Legal Action

If mediation fails, either party may pursue legal action in the circuit court or magistrate 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. West Virginia Magistrate Court (small claims) handles claims up to \$10,000.

11. Mechanics' Lien Notice

West Virginia law (WV Code § 38-2-1 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 general contractor must file a notice of lien in the county clerk's office within **100 days** after the last day labor was performed or materials were furnished. Subcontractors and material suppliers have the same 100-day deadline. 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 Lien Filing Deadline (WV Code § 38-2-7)

Under West Virginia law, any person claiming a mechanics' lien must file a notice of lien in the office of the county clerk for the county in which the property is located within 100 days after the last day labor was performed or materials were furnished. If you receive any notice or correspondence related to a mechanics' lien on your property, consult a West Virginia-licensed attorney promptly.

12. Additional West Virginia Requirements

12.1 Contractor Licensing Requirements (WV Code § 21-11-5) Compliance Checklist

West Virginia law (WV Code § 21-11-1 et seq.) requires all contractors performing work valued at \$2,500 or more to hold a valid Division of Labor license. Confirm this contract includes:

- Contractor's full legal name, business address, and WV contractor license 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 holds a valid West Virginia contractor license
- No blank sections left unfilled at the time of signing

12.2 WV Contractor License Statement

Contractor represents and warrants that, as of the date of this contract, Contractor holds a valid license issued by the West Virginia Division of Labor, Contractor Licensing Section, covering the work to be performed, and that such license 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 WV Division of Labor are in place.

12.3 Workers' Compensation Statement

West Virginia law (WV Code § 23-2-1 et seq.) requires employers with 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 West 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.

14. Exhibits and Attachments

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Cancellation Form (if Consumer Credit and Protection Act applies)
- Exhibit D: Contractor's WV Division of Labor 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 _____

WV Contractor License # _____

Date _____

West Virginia Homeowner Pre-Signing Checklist

- Verified contractor's WV Division of Labor license is active (wvlabor.gov)
- License classification confirmed to cover the type of work being performed
- Workers' compensation insurance confirmed (required for employers with employees)
- General liability insurance certificate obtained and on file
- \$10,000 WV Division of Labor 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 (WV Code § 46A-2-101)
- Contract is in writing (required for all work valued at \$2,500 or more under WV Code § 21-11-5)
- 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