



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Wisconsin Homeowner-Contractor Agreement

Before you begin: This template helps you understand what a strong Wisconsin contractor agreement looks like. It is an educational starting point provided by **jaspector.com** — not a finished contract, and not legal advice. Wisconsin law imposes specific requirements on dwelling contractor certification and home improvement contracts, and local jurisdictions may add further obligations. Have this document reviewed by a Wisconsin-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 DSPS certification.** Use the **Wisconsin Department of Safety and Professional Services (DSPS) license search** at licensesearch.wi.gov to confirm the Dwelling Contractor certification is active, that a Dwelling Contractor Qualifier (DCQ) is on file, and that the required \$25,000 surety bond is in force.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Wisconsin law (Wis. Stat. §101.654) requires a written contract for residential improvement projects over \$1,000.
3. **Review each Wisconsin callout.** These notes highlight state-specific legal protections, including the Owner's Sworn Statement right and the 3-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 Wisconsin-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 DSPS Dwelling Contractor certification number is required. Confirm the Dwelling Contractor Qualifier (DCQ) name on the certification matches the individual overseeing your project.
- **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):** Wisconsin has no statutory deposit cap. 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.
- **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):** Wisconsin's lien filing deadline is 6 months from last work (Wis. Stat. §779). Collect lien waivers with every payment and exercise your right to demand an Owner's Sworn Statement before final payment.
- **Section 14 (Exhibits):** Attach all plans, specs, the contractor's DSPS certification printout, and the cancellation notice form. Check each box for what you are including.

Wisconsin Legal Notes

Section 1 — DSPS Dwelling Contractor Certification (Wis. Stat. §101.654): Wisconsin requires contractors who build, remodel, or repair 1–4 family dwellings for compensation (when total cost exceeds \$1,000) to hold a valid DSPS Dwelling Contractor (DC) certification. The certification must include an active Dwelling Contractor Qualifier (DCQ) — the individual who has passed the required examination. Verify both the DC certification and the associated DCQ at licensesearch.wi.gov before signing.

Section 3.2 — Down Payment: Wisconsin does not cap deposit amounts by statute. 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 and potential chargeback rights.

Section 9.3 — Three-Day Cancellation Right (Wis. Stat. §423.203): Wisconsin's Consumer 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 written notice of this right at the time of signing. Cancellation must be in writing. Upon cancellation, the contractor must return all payments within ten (10) business days.

Section 11 — Mechanics' Liens and Owner's Sworn Statement (Wis. Stat. §779): Wisconsin's lien filing deadline is **6 months** from the last date labor or materials were furnished. Before making final payment, you have the right to demand an **Owner's Sworn Statement** (Wis. Stat. §779.02) — an itemized list of all subcontractors and suppliers and amounts owed to each. If the contractor cannot produce this statement, withhold final payment. Always collect lien waivers with every progress payment.

Section 12 — DSPS Complaints: You may file a complaint with the Wisconsin DSPS at any time regarding certification violations, contract disputes, or construction defects. The DSPS can investigate and take disciplinary action against certified contractors, including certification revocation. File at dps.wi.gov. For consumer fraud, contact the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP).

Section 10.4 — Attorney Fees: Wisconsin follows the American Rule — each party pays their own attorney’s fees unless a statute or contract specifically provides otherwise. This template includes a contractual attorney fee provision in Section 10.4 that may be negotiated by the parties.

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.

WISCONSIN HOMEOWNER-CONTRACTOR AGREEMENT

SECTION 1: PARTIES

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

DSPS Dwelling Contractor Cert. #

Dwelling Contractor Qualifier (DCQ) Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

Wisconsin Requirement: Verify the contractor's DSPS Dwelling Contractor certification at licensesearch.wi.gov before signing. Confirm the certification is active, that a Dwelling Contractor Qualifier (DCQ) is on file, and that the required \$25,000 surety bond is in force. Contractors performing work on 1–4 family dwellings for compensation exceeding \$1,000 must hold a valid DSPS certification (Wis. Stat. §101.654).

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

Wisconsin Guidance: Wisconsin 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 Wisconsin 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 DSPS certification or trade licensing (plumbing, electrical, HVAC) must hold a valid, active credential
- Homeowner may request DSPS certification 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 3 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 DSPS Surety Bond Requirement

Wisconsin Requirement (Wis. Stat. §101.654(1m)): Certified dwelling contractors must maintain a \$25,000 surety bond with the DSPS as a condition of certification. This bond provides limited recourse for homeowners if the contractor fails to perform. Verify current bond status at licensesearch.wi.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 Three-Day Right to Cancel

Wisconsin Law (Wis. Stat. §423.203 — Wisconsin Consumer 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 written notice of this cancellation right at the time of signing. Cancellation must be delivered in writing to the Contractor. 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 DSPS Complaint

Wisconsin Resource: Homeowners may file a complaint with the Wisconsin Department of Safety and Professional Services (DSPS) at any time regarding dwelling contractor certification violations or contractor misconduct. The DSPS investigates complaints and may impose disciplinary action, including certification revocation. File at dspdps.wisconsin.gov. For consumer fraud, contact the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP).

10.4 Legal Action

If mediation fails, either party may pursue legal action in the county where the property is located. Wisconsin Small Claims Court handles claims up to **\$10,000**. Each party shall bear their own attorney's fees and costs unless this contract or an applicable Wisconsin statute specifically provides otherwise.

SECTION 11: MECHANICS' LIEN NOTICE

Wisconsin Law (Wis. Stat. §779): Wisconsin allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid. A lien claim must be filed with the circuit court clerk within **6 months** after the last date labor or materials were furnished. A mechanics' 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
- Wisconsin does not have statutory lien waiver forms; use written unconditional lien waivers
- Before making final payment, exercise your right under Wis. Stat. §779.02 to demand an **Owner's Sworn Statement** listing all subcontractors, suppliers, and amounts owed
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project

11.2 Owner's Sworn Statement (Wis. Stat. §779.02)

Under Wisconsin law, a homeowner may demand that the prime contractor provide an itemized sworn statement listing all subcontractors, suppliers, and amounts owed before making final payment. If the contractor cannot produce this statement, withhold final payment until they do. Keep all records of payments and lien waivers on file.

SECTION 12: ADDITIONAL WISCONSIN REQUIREMENTS

12.1 DSPS Dwelling Contractor Certification (Wis. Stat. §101.654)

Wisconsin requires certification for contractors performing work on 1–4 family dwellings when total cost exceeds \$1,000. Confirm the following before signing:

- Contractor's DSPS Dwelling Contractor certification number included in this contract
- Certification is active and not expired, suspended, or revoked
- A Dwelling Contractor Qualifier (DCQ) is listed on the contractor's certification
- Required \$25,000 surety bond is in force (verify at licensesearch.wi.gov)
- Workers' compensation coverage is in force (if contractor has 3 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

Before any work begins, you are entitled to a completely filled-in copy of this agreement, signed by both you and the contractor. Do not allow work to start until you have your signed copy in hand.

12.3 DSPS Certification Statement

Dwelling contractors performing work on 1–4 family residences in Wisconsin are required by law to hold a valid DSPS Dwelling Contractor certification (Wis. Stat. §101.654). Questions about a contractor's certification may be directed to the Wisconsin Department of Safety and Professional Services, P.O. Box 8935, Madison, WI 53708. Phone: 608-266-2112. Website: dsps.wi.gov.

12.4 Workers' Compensation and Insurance

Wisconsin law (Wis. Stat. §102) requires contractors with three or more employees to carry workers' compensation insurance. Sole proprietors and partners may be exempt but should confirm current requirements with the Wisconsin Department of Workforce Development (DWD). Always request a certificate of insurance 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 Wisconsin.

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 DSPS Certification 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

DSPS Dwelling Contractor Cert. #

Date

WISCONSIN PRE-SIGNING CHECKLIST (FOR HOMEOWNER USE)

Before signing, confirm:

- Verified contractor's DSPS Dwelling Contractor certification is active at licensesearch.wi.gov

- Dwelling Contractor Qualifier (DCQ) name confirmed on the certification

- Workers' compensation status confirmed (if contractor has 3 or more employees)

- \$25,000 surety bond status confirmed through DSPS 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 of right to demand Owner's Sworn Statement before final payment (Wis. Stat. §779.02)

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