

32-1158. Contract requirements; provision of documents and receipt at contract signing

A. Any contract in an amount of more than \$1,000 entered into between a contractor and the owner of a property to be improved shall contain in writing at least the following information:

1. The name of the contractor and the contractor's business address and license number.
2. The name and mailing address of the owner and the jobsite address or legal description.
3. The date the parties entered into the contract.
4. The estimated date of completion of all work to be performed under the contract.
5. A description of the work to be performed under the contract.
6. The total dollar amount to be paid to the contractor by the owner for all work to be performed under the contract, including all applicable taxes.
7. The dollar amount of any advance deposit paid or scheduled to be paid to the contractor by the owner.
8. The dollar amount of any progress payment and the stage of construction at which the contractor will be entitled to collect progress payments during the course of construction under the contract.
9. That the property owner has the right to file a written complaint with the registrar for an alleged violation of section 32-1154, subsection A. The contract shall contain the registrar's telephone number and website address and shall state that complaints must be made within the applicable time period as set forth in section 32-1162, subsection A. The information in this paragraph must be prominently displayed in the contract in at least ten-point bold type, and the contract shall be signed by the property owner and the contractor or the contractor's designated representative. This paragraph does not apply to a person who is subject to and complies with section 12-1365.

B. When a contractor and an owner sign a contract, the contractor shall provide the owner with a legible copy of all documents signed and a written and signed receipt for and in the true amount of any cash paid to the contractor by the owner.

C. The requirements of this section are not prerequisites to the formation or enforcement of a contract. Failure to comply with the requirements of this section does not constitute a defense by either party to an action for compensation, damages, breach, enforcement or other cause of action based on the contract.