

Anti-Forum Selection Clauses in the 50 States

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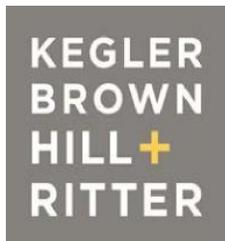
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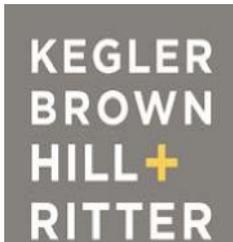


The American Subcontractors Association amplifies the voice of and leads trade contractors to improve the business environment for the construction industry and to serve as a steward for the community. The ideals and beliefs of ASA are ethical and equitable business practices, quality construction, a safe and healthy work environment, integrity and membership diversity.



The Foundation of the American Subcontractors Association, Inc., a section 501(c)(3) organization under the U.S. Internal Revenue Code, is the educational arm of ASA. FASA is an independent entity devoted to development of quality educational information, providing financial support to develop manuals, videos-on-demand, webinars, and other materials.

Acknowledgments



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State	Relevant Provision	Statute
1. Alabama		NO STATUTE
2. Alaska		NO STATUTE
3. Arizona	Arizona makes “ void and unenforceable ” construction contract clauses that, when the project is in Arizona, requires litigation outside the state. Such clauses are “ against this state's public policy. ” (emphasis added)	ARIZ. REV. STAT. ANN. § 32-1129.05 (West 2013).
4. Arkansas		NO STATUTE
5. California	California makes “ void and unenforceable ” provisions in a construction contract for work in the state if they require a California company to litigate outside the state. (emphasis added)	CAL. CIV. PROC. CODE § 410.42 (West 2013)
6. Colorado	Notwithstanding any contractual provision to the contrary, the laws of the state of Colorado shall apply to every construction agreement affecting improvements to real property within the state of Colorado.	C.R.S. 13-21-111.5
7. Connecticut	Clauses in construction contract for work in the state are “ void and of no effect ” if they requires that disputes be resolved in a state other than Connecticut. (emphasis added)	CONN. GEN. STAT. ANN. § 42-158m (West 2013).
8. Delaware		NO STATUTE
9. District of Columbia		NO STATUTE
10. Florida	Florida makes “ void as a matter of public policy ” provisions in construction contracts for projects in Florida if the clause requires legal action involving a Florida company be brought outside the state. (emphasis added).	FLA. STAT. § 47.025 (2012).
11. Georgia		NO STATUTE
12. Hawaii		NO STATUTE
13. Idaho	Every stipulation or condition in a contract, by which any party thereto is restricted from enforcing its rights under the contract in Idaho tribunals, or which limits the time within which it may	IDAHO CODE §29-110

	thus enforce its rights, is void as it is against the public policy of Idaho. Nothing in this section shall affect contract provisions relating to arbitration so long as the contract does not require arbitration to be conducted outside the state of Idaho.	
14. Illinois	Illinois makes “ void and unenforceable ” forum selection clauses in construction contracts if they requires litigation outside Illinois for in-state projects. Such clauses are “ against public policy. ” (emphasis added)	815 ILL. COMP. STAT. 665/10 (2002).
15. Indiana	A provision in a contract for the improvement of real estate is void if the provision: (1) makes the contract subject to the laws of another state; or (2) requires litigation, arbitration, or other dispute resolution process on the contract occur in another state.	IND. CODE § 32-28-3-17
16. Iowa		NO STATUTE
17. Kansas	Notwithstanding any contractual provision to the contrary, the laws of the state of Kansas shall apply to and govern every [construction] contract to be performed in this state. Any litigation, arbitration or other dispute resolution proceeding arising from such contract shall be conducted in this state. Any provision, covenant or clause in such contract that conflicts with the provisions of this subsection shall be void and unenforceable.	KAN. STAT. ANN. § 16-121(E)
18. Kentucky		NO STATUTE
19. Louisiana	When one of the parties is domiciled in Louisiana, and the work to be done and equipment and materials to be supplied involve construction projects in Louisiana, a construction contract clause that requires disputes be litigated outside the state is “ inequitable and against the public policy of this state.” (emphasis added) Applies to contracts, subcontracts entered into on or after Sept. 6, 1991.	LA. REV. STAT. ANN. § 9:2779 (2012)
20. Maine		NO STATUTE
21. Maryland		NO STATUTE
22. Massachusetts		NO STATUTE
23. Michigan		NO STATUTE

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24. Minnesota	Provisions contained in, or executed in connection with, a building or construction contract to be performed in Minnesota making the contract subject to the laws of another state or requiring any litigation, arbitration, to occur in another state are void and unenforceable . (emphasis added)	MINN. STAT. ANN. § 337.10
25. Mississippi		NO STATUTE
26. Missouri		NO STATUTE
27. Montana	Provision, covenants, and clauses that are in collateral to or affect a construction contract to be performed in Montana making the contract subject to the laws of another state or requiring any litigation, arbitration, to occur in another state are void and unenforceable . (emphasis added)	MONT. CODE ANN. § 28-2-2116
28. Nebraska	Forum selection clauses may be disregarded for a number of reasons, including but not limited to whether enforcing the clause would “be unfair or unreasonable.”	Neb. Rev. Stat. § 25-415 (2012).
29. Nevada	A construction contract provision that attempts to make the contract subject to the laws of another state, or requires any litigation, arbitration or other dispute resolution to occur in another state, is contrary to public policy and is void and unenforceable.	NEV. REV. STAT. ANN. § 108.2453(2)
30. New Hampshire		NO STATUTE
31. New Jersey		NO STATUTE
32. New Mexico	A provision in a construction contract or agreement for improvement to real property in New Mexico is void and unenforceable if it (1) makes the contract subject to the laws of another state or (2) requires any litigation to be conducted in another state. Mediation, arbitration and other dispute resolution proceedings arising from work performed in New Mexico shall be conducted in New Mexico.	N.M. STAT. ANN. § 57-28A-1(A)-(B)
33. New York	New York makes “ void and unenforceable ” any provision in a construction contract (contracts with material suppliers	N.Y. GEN. BUS. LAW § 757

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	excluded) that requires dispute resolution in another state. (emphasis added)	(McKinney 2013).
34. North Carolina	A provision in any construction contract is void and against public policy if it makes the contract, subcontract, or purchase order subject to the laws of another state, or provides that the exclusive forum for any litigation, arbitration, or other dispute resolution process is located in another state.	N.C. GEN. STAT. § 22B-2
35. North Dakota		NO STATUTE
36. Ohio	Any provision of a construction contract that makes the construction contract subject to the laws of another state, or requires litigation, arbitration or other dispute resolution to occur in another state, is void and unenforceable as against public policy.	OHIO REV. CODE ANN. § 4113.62(D)
37. Oklahoma	A provision of a construction contract that makes the contract subject to the laws of another state, or that requires any litigation, arbitration or other dispute resolution proceeding to be conducted in another state, or that alters the rights of any contractor or subcontractor to receive and enforce any and all rights under this act is against this state’s public policy and is void and unenforceable.	OK. STAT. ANN. TIT. 15, § 821(B)
38. Oregon	Any provision that subjects a construction contract to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the construction contract to be conducted in another state is void and unenforceable.	OR. REV. STAT. ANN. § 701.640
39. Pennsylvania	Forum selection clauses “ shall be unenforceable ” in a construction contract if the project is in Pennsylvania and the clause requires dispute resolution in another state. (emphasis added)	73 PA. STAT. ANN. § 514 (West 2013)
40. Rhode Island	If a construction contract contains a provision that makes the contract or any conflict arising under it subject to the law of another state; to litigation in the courts of another state; or to	R.I. GEN. LAWS ANN. § 6-34.1-1(a)

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	arbitration in another state; that provision is <i>voidable</i> by the party that is obligated by the contract to perform the construction or repair. (emphasis added)	
41. South Carolina	Contract provisions requiring litigation outside the state do not preclude litigation in South Carolina with respect to a cause of action that is otherwise triable in the state. (emphasis added)	S.C. CODE ANN. § 15-7-120(b)
42. South Dakota		NO STATUTE
43. Tennessee	A provision in any construction contract for the improvement of real property in Tennessee is void and against public policy if the project is <i>entirely</i> within Tennessee and the clause mandates that the exclusive forum for any litigation, arbitration or other dispute resolution process is located in another state. (emphasis added)	TENN. CODE ANN. § 66-11-208(a)
44. Texas	If a contract contains a provision making the contract or any conflict arising under the contract subject to another state’s law, litigation in the courts of another state, or arbitration in another state, that provision is <i>voidable</i> by the party obligated by the contract to perform the construction or repair. (emphasis added)	TEX. BUS. & COM. CODE ANN. § 272.001(b)
45. Utah	In Utah any forum selection provision in a construction contract performed in Utah is “ void and unenforceable as against the public policy ” if it requires disputes be resolved outside the state and one of the parties is domiciled in Utah. (emphasis added)	UTAH CODE ANN. § 13-8-3(2) (West 2012)
46. Vermont		NO STATUTE
47. Virginia	Any construction contract provision mandating that litigation be brought outside the Commonwealth “ shall be unenforceable ” if the project was in the Commonwealth and the clause requires legal action involving a Virginia company be brought outside the state. (emphasis added)	VA. CODE ANN. § 8.01-262.1(B) (West 2012)
48. Washington		NO STATUTE
49. West Virginia		NO STATUTE

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50. Wisconsin	Provisions making the [construction] contract subject to the laws of another state or requiring that any litigation, arbitration or other dispute resolution process on the contract occur in another state are void.	WIS. STAT. ANN. § 779.135(2)
51. Wyoming		NO STATUTE