



One Firm Worldwide<sup>SM</sup>

## State-By-State Chart of Citations

	<b>Law</b>	<b>Forum</b>	<b>Statute Text</b>	<b>Citation</b>
AZ	Yes	Yes	(A.) The following are against this state's public policy and are void and unenforceable: (1.) A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation arising from the contract to be conducted in another state.... (B.) Any mediation, arbitration or other dispute resolution proceeding arising from a construction contract for work performed in this state shall be conducted in this state.	Ariz. Rev. Stat. § 32-1129.05 (repealed effective January 1, 2015)
CA	Yes	Yes	Notwithstanding any choice-of-law rules that would apply the laws of another jurisdiction, the law of California shall apply to every [indemnity/construction] contract... AND A provision which purports to require any dispute between [a contractor and subcontractor with principal offices in CA] to be litigated, arbitrated, or otherwise determined outside this state [shall be void and unenforceable].	Cal. Civ. Code § 2782.05(c) Cal. Civ. Proc. Code § 410.42(a)
CO	Yes		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.	Colo. Rev. Stat. § 13-21-111.5(6)(g)
CT	Yes	Yes	Any provision in a construction contract for the performance of work on a construction site located in this state that purports to require that any dispute arising under the construction contract be mediated, arbitrated or otherwise adjudicated in or under the laws of a state other than Connecticut shall be void and of no effect, regardless of whether the construction contract was executed in this state.	Conn. Gen. Stat. § 42-158m
FL		Yes	Any venue provision in a contract for improvement to real property which requires legal action involving a resident contractor, subcontractor, sub-subcontractor, or materialman, as defined in part I of chapter 713, to be brought outside this state is void as a matter of public policy.	Fla. Stat. Ann. ch. 47.025

	<b>Law</b>	<b>Forum</b>	<b>Statute Text</b>	<b>Citation</b>
IL	Yes	Yes	A provision contained in or executed in connection with a building and construction contract to be performed in Illinois that makes the contract subject to the laws of another state or that requires any litigation, arbitration, or dispute resolution to take place in another state is against public policy. Such a provision is void and unenforceable.	815 Ill. Comp. Stat. Ann. 665/10
IN	Yes	Yes	A provision in a contract for the improvement of real estate in Indiana 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
KS	Yes	Yes	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)
LA	Yes	Yes	The legislature hereby declares null and void and unenforceable as against public policy any provision in a contract [for construction when one of the parties is domiciled in Louisiana that] requires a suit or arbitration proceeding to be brought in a forum or jurisdiction outside of this state... [or] requires interpretation of the agreement according to the laws of another jurisdiction.	La. Rev. Stat. Ann. § 9.2779(B)(1)
MN	Yes	Yes	Provisions contained in, or executed in connection with, a building and construction contract to be performed in Minnesota making the 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 and unenforceable.	Minn. Stat. § 337.10(1)
MT	Yes	Yes	A provision, covenant, clause, or understanding that is in, collateral to, or affects a construction contract for a project in this state and that makes the contract subject to the laws of another state or that requires any litigation, arbitration, or other dispute resolution proceeding arising from a dispute pertaining to the contract to be conducted in another state is against the public policy of this state and is void and unenforceable.	Mont. Code Ann. § 28-2-2116 (1)

	<b>Law</b>	<b>Forum</b>	<b>Statute Text</b>	<b>Citation</b>
NE	Yes	Yes	The following provisions in any contract or subcontract for construction work performed within the State of Nebraska shall be against public policy and shall be void and unenforceable: ... (2) A provision that purports to make any state law other than that of Nebraska applicable to or governing any contract for construction within the state; or (3) A provision that purports to require that the venue for a court or arbitration hearing be held at any location outside of the state.	Neb. Rev. Stat. § 45-1209
NV	Yes	Yes	A condition, stipulation or provision in a contract or other agreement for the improvement of property or for the construction, alteration or repair of a work of improvement in this State that attempts to do any of the following is contrary to public policy and is void and unenforceable: ... (c) Make the contract or other agreement subject to the laws of a state other than this State; (d) Require any litigation, arbitration or other process for dispute resolution on disputes arising out of the contract or other agreement to occur in a state other than State...	Nev. Rev. Stat. Ann. 108.2453(2)
NM	Yes	Yes	A. A provision of a construction contract, agreement, understanding, specification or other documentation that is made part of a construction contract for an improvement to real property in New Mexico is void, unenforceable and against the public policy of the state if the provision: (1) makes the construction contract subject to the laws of another state; or (2) requires any litigation arising from the construction contract to be conducted in another state. B. Any mediation, arbitration or other dispute resolution proceeding arising from or relating to a construction contract for work performed in this state shall be conducted in this state.	N. M. Stat. Ann. § 57-28A-1
NY	Yes	Yes	The following provisions of construction contracts shall be void and unenforceable: 1. A provision, covenant, clause or understanding in, collateral to or affecting a construction contract, with the exception of a contract with a material supplier, that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state.	N.Y. Gen. Bus. Law § 757

	<b>Law</b>	<b>Forum</b>	<b>Statute Text</b>	<b>Citation</b>
NC	Yes	Yes	A provision in any contract, subcontract, or purchase order for the improvement of real property in this State, or the providing of materials therefor, 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
OH	Yes	Yes	(1) Any provision of a construction contract, agreement, understanding, or specification or other document or documentation that is made a part of a construction contract, subcontract, agreement, or understanding for an improvement, or portion thereof, to real estate in this state that makes the construction contract or subcontract, agreement, or other understanding subject to the laws of another state is void and unenforceable as against public policy. (2) Any provision of a construction contract, agreement, understanding, specification, or other document or documentation that is made a part of a construction contract, subcontract, agreement, or understanding for an improvement, or portion thereof, to real estate in this state that requires any litigation, arbitration, or other dispute resolution process provided for in the construction contract, subcontract, agreement, or understanding to occur in another state is void and unenforceable as against public policy...	Ohio Rev. Code Ann. § 4113.62(D)
OK	Yes	Yes	The following are against this state's public policy and are void and unenforceable: 1. A provision, covenant, clause or understanding in, collateral to or affecting 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 arising from the contract to be conducted in another state; and 2. A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that disallows or alters the rights of any contractor or subcontractor to receive and enforce any and all rights under this act.	Ok. Stat. Ann. tit. 15, § 15-821
OR	Yes	Yes	(1) A construction contract may not include any provision, covenant or clause that: (a) Makes the construction contract subject 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; ... (2) Any provision, covenant or clause described in subsection (1) of this section is void and unenforceable.	Or. Rev. Stat. § 701.640

	<b>Law</b>	<b>Forum</b>	<b>Statute Text</b>	<b>Citation</b>
PA	Yes	Yes	Making a [claim for non-payment brought under the Contractor and Subcontractor Payment Act] subject to the laws of another state or requiring that any litigation, arbitration or other dispute resolution process [of such claim] occur in another state, shall be unenforceable.	73 Pa. Stat. Ann. § 514
RI	Yes	Yes	If a contract is principally for the construction or repair of improvements to real property located in Rhode Island and the 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 arbitration in another state, that provision is voidable by the party that is obligated by the contract to perform the construction or repair.	R.I. Gen. Laws § 6-34.1-1(a)
SC		Yes	Notwithstanding a provision in a contract requiring a cause of action arising under it to be brought in a location other than as provided in this title and the South Carolina Rules of Civil Procedure for a similar cause of action, the cause of action alternatively may be brought in the manner provided in this title and the South Carolina Rules of Civil Procedure for such causes of action.	S.C Code Ann. § 15-7-120.A
TN	Yes	Yes	... [A] provision in any contract, subcontract or purchase order for the improvement of real property in this state is void and against public policy if it makes the contract, subcontract or purchase order subject to the substantive laws of another state or mandates that the exclusive forum for any litigation, arbitration or other dispute resolution process is located in another state.	Tenn. Code § 66-11-208 (a)
TX	Yes	Yes	If a contract [that is principally for the construction or repair of an improvement to real property located in this state] 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 voidable by the party obligated by the contract to perform the construction or repair.	Tex. Bus. & Com. Code Ann. § 272.001

Law	Forum	Statute Text	Citation	
UT	Yes	A provision in a construction agreement [involving a Utah construction project between non-owner parties, at least one of whom is Utah domiciled] requiring a dispute arising under the agreement to be resolved in a forum outside of this state is void and unenforceable as against the public policy of this state...	Utah Code Ann. § 13-8-3(2)	
VA	Yes	Where a party whose principal place of business is in the Commonwealth enters into a contract on or after July 1, 1997, to design, manage construction of, construct, alter, repair, maintain, move, demolish, or excavate, or supply goods, equipment, or materials for the construction, alteration, repair, maintenance, movement, demolition, or excavation of a building, structure, appurtenance, road, bridge, or tunnel which is physically located in the Commonwealth, ... [a]ny provision in the contract mandating that such action [including arbitration] be brought in a location outside the Commonwealth shall be unenforceable.	Va. Code Ann. § 8.01-262.1	
WI	Yes	Yes	The following provisions in contracts for the improvement of land in this state are void: ... Provisions making the 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.	Wis. Stat. Ann. § 779.135(2)

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## JONES DAY GLOBAL LOCATIONS

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ALKHOBAR	CLEVELAND	HOUSTON	MEXICO CITY	PERTH	SILICON VALLEY
AMSTERDAM	COLUMBUS	INDIA	MIAMI	PITTSBURGH	SINGAPORE
ATLANTA	DALLAS	IRVINE	MILAN	RIYADH	SYDNEY
BEIJING	DUBAI	JEDDAH	MOSCOW	SAN DIEGO	TAIPEI
BOSTON	DÜSSELDORF	LONDON	MUNICH	SAN FRANCISCO	TOKYO
BRUSSELS	FRANKFURT	LOS ANGELES	NEW YORK	SÃO PAULO	WASHINGTON
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