

AE Survey

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Alabama	<ul style="list-style-type: none"> • Construction: 7 years after the substantial completion of construction or improvement. Ala. Code § 6-5-221. • <u>Exception</u>: When the architect, engineer, or builder, prior to the 7-year period, had actual knowledge that the defect or deficiency existed and failed to disclose it to the person with who he/she contracted to perform the service. Ala. Code § 6-5-221(a). 	<ul style="list-style-type: none"> • Ala. Code § 6-2-2 et seq. • Written Contract: 6 years. Ala. Code § 6-2-34. • Written Contract under seal: 10 years. Ala. Code § 6-2-33. • Oral Contract: 6 years. Ala. Code § 6-2-34. • Personal Injury: 2 years. Ala. Code § 6-2-38. • Property Damage: 6 years. Ala. Code § 6-2-34. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • Yes. General releases exculpating liability for negligent conduct have been upheld as valid and are not against public policy unless it releases a party for wanton or willful conduct. <u>Sears Termite & Pest Control, Inc. v. Robinson</u>, 883 So.2d 153, 156 (Ala. 2003); <i>see also</i> <u>Barnes v. Birmingham Intern. Raceway, Inc.</u>, 551 So.2d 929 (Ala. 1989).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Alaska	<ul style="list-style-type: none"> Construction: 10 years from substantial completion of construction or 10 years from last act that allegedly caused injury, death, or property damage. Specifically excludes defective products. Alaska Stat. § 09.10.055 (2005). 	<ul style="list-style-type: none"> Alaska Stat. § 09.10.010 et seq. Written and Oral Contracts: 3 years. Alaska Stat. § 09.10.053. Personal Injury: 2 years. Alaska Stat. § 09.10.070. Property Damage (real property): 6 years. Alaska Stat. § 09.10.050. Property Damage (personal property): 2 years. Alaska Stat. § 09.10.070. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Enforceable if the intent to release a party from liability for future negligence is conspicuously and unequivocally expressed. <u>Kissick v. Schmierer</u>, 816 P.2d 188, 191 (Alaska 1991); <u>Gross v. Sweet</u>, 49 N.Y.2d 102, 424 N.Y.S.2d 365,368, 400 N.E.2d 306, 309 (1979). Alaska law imposes an independent duty on design professionals, regardless of the contractual allocation of liability among the various parties. <u>Municipality of Anchorage v. Integrated Concepts & Research Corp.</u>, 3:13-CV-00063-SLG, 2016 WL 7109098 (D. Alaska Dec. 5, 2016).
Arizona	<ul style="list-style-type: none"> Construction: 8 years from substantial completion of improvement to real property; 9 years if defect is discovered in the 8th year. A.R.S. § 12-552. 	<ul style="list-style-type: none"> Ariz. Rev. Stat. Ann. § 12-541 et seq. Written Contract (generally): 6 years. Ariz. Rev. Stat. Ann. § 12-548. Oral Contract: 3 years. Ariz. Rev. Stat. Ann. § 12-543. Personal Injury: 2 years. Ariz. Rev. Stat. Ann. § 12-542. Property Damage: 2 years. Ariz. Rev. Stat. Ann. § 12-542. 	<ul style="list-style-type: none"> The expert opinion affidavit must include the expert's qualifications, the factual basis of the claim, and a statement regarding how the defendant violated the applicable standard of care resulting in liability and causing damages to the plaintiff. AZ Rev. Stat. §§ 12-2602(B)(1)-(4) (2004). 	<ul style="list-style-type: none"> Yes. The validity of every exculpatory agreement is constitutionally required to be a question for the jury. AZ Const. Art. 18, § 5. AZ courts uphold limitation of liability in sale contracts unless they are unconscionable. Ariz. Rev. Stat. Ann. §§ 47-2302, 47-2719. Limitation of consequential damages for injury to the person in the case of consumer goods is prima facie unconscionable but limitation of damages where the loss is commercial is not. Ariz. Rev. Stat. Ann. § 47-2719 (c).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Arkansas	<ul style="list-style-type: none"> Construction: 4 years from substantial completion of improvement to real property for tort or contract actions for personal injury or wrongful death, or 5 years for property damage. A.C.A. § 16-56-112. 	<ul style="list-style-type: none"> Ark. Code Ann. § 16-56-101 et seq. Written Contract: 5 years. Ark. Code Ann. § 16-56-111. Oral Contract, Personal Injury, and Property Damage: 3 years. Ark. Code Ann. § 16-56-105. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Valid but strictly construed against the party relying on them and must clearly set out the liability that is being avoided. <u>Plant v. Wilbur</u>, 345 Ark. 487 (Ark. 2001). AR courts enforce limitation of liability in service contracts. <u>Nat'l Union Fire Ins. Co. of Pittsburgh, Pa. v. Guardtronic, Inc.</u>, 64 S.W.3d 779, 785 (Ark. Ct. App. 2002); <u>J.D. & Billy Hines Trucking, Inc. v. Hale Land & Cattle Co.</u>, No 4:15-cv-04011, 2016 WL 7444960, at *2-3 (W.D. Ark. Dec. 27, 2016). Parties to sales contracts may contractually modify or limit consequential damages unless unconscionable. Ark. Code Ann. § 4-2-719(3). Limitation of liability should employ clear and unmistakable language to permit enforcement. <u>Gramling v. Baltz</u>, 485 S.W.2d 183, 189-90 (Ark. 1972).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
California	<ul style="list-style-type: none"> Construction: 4 years from substantial completion of construction or construction of improvement to real property, personal property, or injury or wrongful death arising out of a patent defect; 5 years if injury to property or person or wrongful death occurs in the fourth year; 10 years from substantial completion for a latent defect. Does not apply to actions based on willful misconduct or fraudulent concealment. Ca. Civ. Proc. Code § 337.1, 337.15. 	<ul style="list-style-type: none"> Cal. Civ. Proc. Code § 312 et seq. Written Contract: 4 years. Cal. Civ. Proc. Code § 337. Oral Contract: 2 years. Cal. Civ. Proc. Code § 339. Personal Injury: 2 years. Cal. Civ. Proc. Code § 335.1. Property Damage: 3 years. Cal. Civ. Proc. Code § 338. 	<ul style="list-style-type: none"> Must be filed by time complaint is served. Executed by the plaintiff's lawyer, who must attest that he or she has reviewed the facts of the case and consulted with a third-party design professional in the same discipline as the defendant. Must attest that there is a reasonable and meritorious cause for the filing of action. Cal.C.C.P. § 411.35. 	<ul style="list-style-type: none"> Yes. Valid other than when it involves the public interest. CA courts enforce arm's length agreements limiting liability and enforcement in a variety of contexts, including construction contracts. Cal. Civ. Code § 2782.5; <u>Markborough Cal., Inc. v. Superior Court</u>, 227 Cal. App. 3d 705, 716-17 (Ct. App. 1991). Must be express and unequivocal language in the agreement which expresses the parties' intent. <u>Paralift, Inc. v. Superior Court</u>, 23 Cal.App.4th 748 (Cal. Ct. App. 1993). CA distinguishes between limitation of liability dealing with active and passive negligence. An agreement without specifically mentioning negligence is construed to shield a party only for passive negligence. <u>Burnett v. Chimney Sweep</u>, 123 Cal.App.4th 1057 (2004).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Colorado</p>	<ul style="list-style-type: none"> • Construction: 6 years from substantial completion of improvement to real property for actions against any architect, contractor, builder or builder vendor, engineer, or inspector. C.R.S. § 13-80-104. • <u>Exception</u>: In cases where the cause of action arises during the 5th or 6th year after substantial completion of improvement to real property, an action shall be brought within 2 years after the date upon which said cause of action arises. C.R.S. § 13-80-104 (2). 	<ul style="list-style-type: none"> • Colo. Rev. Stat. § 13-80-101 et seq. • Construction defect cases: 2 years after the claim for relief arises. Colo. Rev. Stat. § 13-80-104(1)(b). • Personal Injury: 2 years. Colo. Rev. Stat. § 13-80-102; • Property Damage: 2 years. Colo. Rev. Stat. § 13-80-104. 	<ul style="list-style-type: none"> • Requires a plaintiff to file a “certificate of review” within 60 days after service of the lawsuit on the defendant. Colo. Rev. Stat. 13-20-602(1). • Requires certificate from an attorney verifying consultation with a person with expertise in the area and has concluded that the filing of the claim does not lack justification. Colo. Rev. Stat. 13-20-602(3) • Automatic dismissal for noncompliance. Colo. Rev. Stat. 13-20-602(4). 	<ul style="list-style-type: none"> • A limitation of liability provision is generally enforceable because it represents the parties’ bargained-for agreement regarding allocation of risks and costs in the event of a breach or other failure of the contemplated transaction. Colo. Rev. Stat. Ann. § 4-2-719(3). • Limitation of liability clauses are against public policy if it enforces a release from willful and wanton conduct. <i>U.S. Fire Ins. Co. v. Sonitrol Mgmt. Corp.</i>, 192 P.3d 543, 548 (2008) • In <u>Johnson Nathan Strohe, P.C. v. MEP Engineering, INC.</u>, the court of appeals held for the first time that an ambiguous limitation of liability clause may be enforced. • There is no public policy against enforcement of limited liability clauses for abandonment of a contractual obligation, even if deliberate. • Residential Construction: Homeowner Protection Act of 2007 amended the Construction Defect Action Reform Act and protects a residential property owners’ legal right by prohibiting a limitation on damages. • CO has a statutory cap on damages for construction professionals, limiting liability to actual damages under certain circumstances. Colo. Rev. Stat, Ann. 13-20-806.

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Connecticut</p>	<ul style="list-style-type: none"> • Construction: 7 years from substantial completion to improvement to real property for actions brought against any architect, professional engineer, or land surveyor. C.G.S.A. § 52-584a. • <u>Exception</u>: in cases where injury occurred during the 7th year after substantial completion, an action in tort to recover damages for such an injury or wrongful death may be brought within 1 year after the date on which such injury occurred, irrespective of the date of death, but in no event may such an action be brought more than 8 years after the substantial completion of construction of such an improvement. C.G.S.A. § 52-584a(b). 	<ul style="list-style-type: none"> • Conn. Gen. Stat. Ann. § 52-573 et seq. • Written Contract: 6 years. Conn. Gen. Stat. Ann. § 52-576. • Oral Contract: 3 years. Conn. Gen. Stat. Ann. § 52-581. • Personal Injury and Property Damage: 2 years. Conn. Gen. Stat. Ann. § 52-584. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • CT generally upholds limitation of liability if the agreement’s language discloses that the parties intended to limit remedies. <u>Shawmut Bank Conn., N.A., v. Conn. Limousine Serv., Inc.</u>, 670 A.2d 880, 885 (Conn. App. Ct. 1996). However, limitation of liability clauses are ineffective where a party acts fraudulently or in bad faith. • A contract between any town or regional school district that enters into a services agreement with a consultant to render independent architectural services for a project receiving state assistance shall not have a services agreement limiting the liability of the consultant for errors and omissions related to the performance of the services. Conn. Gen. Stat. Ann. § 10-290e. • Sales Contracts: Parties may contractually limit remedies to serve its essential purpose so long as it is not unconscionable. Conn. Gen. Stat. Ann. § 42a-2-719(1)-(3).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Delaware</p>	<ul style="list-style-type: none"> • Construction: No action to recover damages shall be brought against any person performing or furnishing, or causing the performance or furnishing of any such an improvement or against any person performing or furnishing, or causing the performing or furnishing of, any such designing planning, supervision, and/or observation of any such construction or manner of construction of such an improvement, after the expiration of 6 years from whichever of the following dates shall be earliest: <ol style="list-style-type: none"> a. The date of purported completion of all the work called for by the contract as provided by the contract if such date has been agreed to in the contract itself; b. The date when the statute of limitations commences to run in relation to the particular phase or segment of work performed pursuant to the contract in which the alleged deficiency occurred, where such date for such phase or segment of work has been 	<ul style="list-style-type: none"> • Del. Code Ann. tit. 10, § 8101 et seq. • Written and Oral Contract: 3 years. Del. Code Ann. tit. 10, § 8106. • Personal Injury: 2 years. Del. Code Ann. tit. 10, § 8119. • Property Damage (real property): 3 years. Del. Code Ann. tit. 10, § 8106. • Property Damage (personal property): 2 years. Del. Code Ann. tit. 10, § 8107. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • Service contracts: DE courts uphold contractual limitation of liability clauses. <u>Donegal Mut. Ins. Co. v. Tri-Plex Sec. Alarm Sys.</u>, 622 A.2d 1086, 1089-90 (Del. Super. Ct. 1992). • Sales Contracts: DE enforces a reasonable clause limiting liability so long as it serves its essential purpose and is not unconscionable. Del. Code Ann. tit. 6, § 2-719(1)-(3). • Fraud: limitation of liability clauses are unenforceable. <u>J.A. Jones Constr. Co. v. City of Dover</u>, 372 A.2d 540, 545 (Del. Super. Ct. 1977). However, they may apply in the face of bad faith or willful breach of contract. <u>Petroleum v. Magellan Terminals Holdings, L.P.</u>, No. N12C-02-302, 2015 WL 3885947, at *24 (Del. Super. Ct. June 23, 2015).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
	<p>specifically provided for in the contract itself;</p> <p>c. The date when the statute of limitations commences to run in relation to the contract itself where such date has been specifically provided for in the contract itself;</p> <p>d. The date when payment in full has been received by the person against whom the action is brought for the particular phase of such construction or for the particular phase of such designing, planning, supervision, and/or observation of such construction or manner of such construction, as the case may be, in which such alleged deficiency occurred;</p> <p>e. The date the person against whom the action is brought has received final payment in full, under the contract for the construction or for the designing, planning, supervision, and/or observation of construction, as the case may be, called for by contract;</p> <p>f. The date when the construction of such an improvement as called for by the</p>			

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
	<p>contract has been substantially completed;</p> <p>g. The date when an improvement has been accepted, as provided in the contract, by the owner or occupant thereof following the commencement of such construction;</p> <p>h. For alleged personal injuries also, the date upon which it is claimed that such alleged injuries were sustained; or after the period of limitations provided in the contract, if the contract provides such a period and if such period expires prior to the expiration of 2 years from whichever of the foregoing dates is earliest. 10 Del. C. § 8127.</p>			

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>District of Columbia</p>	<ul style="list-style-type: none"> Construction: 10 years from substantial completion of improvement to real property. D.C. Code § 12-310. 	<ul style="list-style-type: none"> D.C. Code § 12-301 et seq. Written Contract, Oral Contract, Personal Injury, and Property Damage: 3 years. D.C. Code § 12-301. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> DC courts generally enforce limitation of liability clauses. <u>In re Fort Totten Metrorail Cases Arising Out of the Events of June 22, 2009</u>, 808 F. Supp. 2d 154, 160 (D.D.C. 2011); <u>United States Conference of Mayors, v. Great-West Life & Annuity Ins. Co.</u>, No. 16-00660, 2017 WL 6271268 (D.D.C. Dec. 8, 2017). Limitation of liability clauses will not be enforced when there is bad faith, willful misconduct, or gross negligence. <u>Carleton v. Winter</u>, 901 A.2d 174 (D.C. 2006). Sales Contracts: DC enforces limitational liability clause so long as it serves its essential purpose and is not unconscionable. D.C. Code Ann. § 28:2-719(1)-(3).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Florida</p>	<ul style="list-style-type: none"> Construction: 4 years upon an action founded on design, planning, or construction of an improvement to real property, with the time running from the date the authority having jurisdiction issues a temporary certificate of occupancy, a certificate of occupancy, or a certificate of completion, or the date of abandonment of construction if not completed, whichever date is earliest; except that, when the action involves a latent defect, the time runs from the time the defect is discovered or should have been discovered with the exercise of due diligence. Fla. Stat. § 95.11(3)(b). 	<ul style="list-style-type: none"> Fla. Stat. Ann. § 95.11 et seq. Personal Injury; Professional Malpractice: 2 years. Fla. Stat. § 95.11(5) Contracts: 1 year. Fla. Stat. § 95.11(6). 	<ul style="list-style-type: none"> No certificate of merit requirement; however, there is a mandatory pre-suit notice and opportunity to cure procedure for alleged construction or design defects. Fla. Stat. § 558.004. At least 60 days before bringing any legal action regarding construction defects, claimant must serve the other party written notice of the claim that includes sufficient detail of each alleged defect and any resulting damages. <u>Id.</u> Any lawsuit filed that does not comply with this section may be stayed pending compliance. Fla. Stat. § 558.003. 	<ul style="list-style-type: none"> FL courts generally enforce contractual limitation of liability clauses. Design professionals employed by a business entity, or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract if; <ul style="list-style-type: none"> a. The contract is made between the business entity and a claimant or with another entity for the provision of professional services to the claimant; b. The contract does not name as a party to the contract the individual employee or agent who will perform the professional services; c. The contract includes a prominent statement, in uppercase font that is at least 5-point sizes larger than the rest of the text, that, pursuant to this section, an individual employee or agent may not be held individually liable for negligence; d. The business entity maintains any professional liability insurance required under the contract; and e. Any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract. Fla. Stat. Ann. § 558.0035. Fla. Stat. Ann. § 558.0035 effectively overruled <u>Witt v. La Gorce Country Club</u>,

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
				<p><u>Inc.</u>, which had ruled limitation of liability clauses in favor of design professionals are unenforceable as a matter of law. <u>Witt v. La Gorce Country Club, Inc.</u>, 35 So.3d 1033 (Fla. 3d DCA 2010).</p>
<p>Georgia</p>	<ul style="list-style-type: none"> • Construction: 8 years from substantial completion to improvement to real property. O.C.G.A. § 9-3-51. • <u>Exception</u>: an action for injury occurring during the 7th or 8th year after substantial completion may be brought within 2 years after the date on which such injury occurred, irrespective of the date of death, but no more than 10 years after the substantial completion of construction of such an improvement. O.C.G.A. § 9-3-51(b). 	<ul style="list-style-type: none"> • Ga. Code Ann. § 9-3-20 et seq. • Written Contract: 6 years. Ga. Code Ann. § 9-3-24. • Oral Contract: 4 years. Ga. Code Ann. § 9-3-26. • Personal Injury: 2 years. Ga. Code Ann. § 9-3-33. • Property Damage: 4 years. Ga. Code Ann. § 9-3-30; § 9-3-32. 	<ul style="list-style-type: none"> • Yes, requires affidavit of expert identifying at least one negligent act or omission to be filed contemporaneously with Complaint. G.A. Code §9-11-9.1. 	<ul style="list-style-type: none"> • Generally enforceable. Courts should “exercise extreme caution in declaring a contract void as against public policy,” nonetheless, to be enforceable the clauses must be sufficiently “explicit, prominent, clear, and unambiguous.” <u>Warren Averett, LLC v. Landcastle Acquisition Corp.</u>, 349 Ga. App. 479, 825 S.E.2d 864 (2019). • Service contracts: GA law permits contractual limitation of liability clauses. • Sales Contracts: Contractual limitation of liability of remedies permitted if the limitation does not fail its essential purpose and is not unconscionable. Ga. Code Ann. § 11-2-719(1)-(3).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Hawaii	<ul style="list-style-type: none"> Construction: 10 years from date of completion of improvement to real property, but 2 years after accrual. Haw. Rev. Stat. § 657-8. 	<ul style="list-style-type: none"> Haw. Rev. Stat. § 657-1 et seq. Written and Oral Contract: 6 years. Haw. Rev. Stat. § 657-1. Personal Injury and Property Damage: 2 years. Haw. Rev. Stat. § 657-7. 	<ul style="list-style-type: none"> Requires certificate stating one of the following: 1) attorney has reviewed the facts and consulted with at least 1 design professional and concluded there is a reasonable and meritorious cause for filing the claim; or 2) attorney was unable to obtain consultation because of the statute of limitations; or 3) attorney was unable to obtain consultation because after making 3 separate good faith attempts with 3 separate design professionals to obtain consultation and none of them agreed. Haw. Rev. Stat. Ann. § 672B-6. Certificate not required where attorney intends to rely solely on a failure to inform of the consequences of a procedure. <u>Id.</u> 	<ul style="list-style-type: none"> Parties may include contractual language limiting their respective liabilities. <u>City Express, Inc. v. Express Partners</u>, 959 P.2d 836 (Haw. 1998). Sales contracts: Parties may limit liability and exclude warranties so long as it is not unconscionable. Haw. Rev. Stat. §§ 490:2-316, 490:2-719(1)-(3).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Idaho	<ul style="list-style-type: none"> Construction: 6 years from final completion of improvement to real property. Idaho Code § 5-241. 	<ul style="list-style-type: none"> Idaho Code § 5-201 et seq. Written Contract: 5 years. Idaho Code § 5-216. Oral Contract: 4 years. Idaho Code § 5-217. Personal Injury: 2 years. Idaho Code § 5-219. Property Damage: 3 years. Idaho Code § 5-218. 	<ul style="list-style-type: none"> No certificate of merit. Is required that Claimant give a construction professional notice and an opportunity to repair prior to filing a lawsuit. Idaho Code Ann. § 6-2503. 	<ul style="list-style-type: none"> Generally, uphold contractual provisions limiting liability so long as they are not in violation of public policy/unconscionable, neither is at a disadvantaged bargaining power, and no public duty is involved. Sales Contracts: ID permits parties to limit liability and warranties. Idaho Code Ann. §§ 28-2-316, 28-2-719. Design and construction: ID has recognized limitation of liability provisions. Limitations are upheld even where the effect is to limit a party's common law liability for breach of contract (barring unconscionability/public policy). <u>Idaho State Univ. v. Mitchell</u>, 552 P.2d 776 (Idaho 1976).
Illinois	<ul style="list-style-type: none"> Construction: 10 years from improvement to real property, but after person had knowledge, 4 Years. 735 I.L.C.S. § 5/13-214. 	<ul style="list-style-type: none"> 735 Ill. Comp. Stat. 5/13-201 et seq. Construction: Action must be brought within 4 years from the time the person knew or should have reasonably known of such act or omission. 735 Ill. Comp. Stat. Ann. 5/13-214. Written Contract: 10 years. 735 Ill. Comp. Stat. 5/13-206. Oral Contract: 5 years. 735 Ill. Comp. Stat. 5/13-205. Personal Injury: 2 years. 735 Ill. Comp. Stat. 5/13-202. Property Damage: 5 years. 735 Ill. Comp. Stat. 5/13-205. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Enforces contract clauses purporting to limit a party's financial liability for damages. Limitation of damages clauses are not favored; they are strictly construed against benefiting party, but enforcement is the strong public policy favoring freedom of contract. <u>Rayner Covering Sys., Inc. v. Danvers Farmers Elevator Co.</u>, 589 N.E.2d 1034 (Ill. App. 1992). Sales contracts: Parties may contractually limit remedies and exclude/modify warranties. 810 Ill. Comp. Stat. Ann. 5/2-719, 5/2-316.

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Indiana</p>	<ul style="list-style-type: none"> • Construction: 10 years from substantial completion of improvement to real property, or 12 Years after the completion and submission of plans and specifications to the owner if the action is for a deficiency in the design of the improvement to real property. I.C. § 32-30-1-5. 	<ul style="list-style-type: none"> • Ind. Code Ann. § 34-11-2-1 et seq. • Written Contract (generally): 10 years. Ind. Code Ann. § 34-11-2-11. • Written Contract (for payment of money): 6 years. Ind. Code Ann. § 34-11-2-9. • Oral Contract: 6 years. Ind. Code Ann. § 34-11-2-7. • Personal Injury: 2 years. Ind. Code Ann. § 34-11-2-4. • Property Damage (real property): 6 years. Ind. Code Ann. § 34-11-2-7. • Property Damage (personal property): 2 years. Ind. Code Ann. § 34-11-2-4. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • IN law is questionable as to whether limitation of liability clauses are enforceable. • No reported case involving an architect’s limitation of liability clause being upheld. • The court in <u>Pinnacle Compt. Servs. v. Ameritech Pub.</u> stated “although the limitation of liability is valid in this case, there are limits to the enforceability of such clauses. We can envision circumstances in which the exculpatory clause would be unconscionable because of unequal bargaining power between parties or misrepresentation of the terms” <u>Pinnacle Compt. Servs. v. Ameritech Pub., Inc.</u>, 642 N.E.2d 1011 1019 (Ind. Ct. App. 1994). • Limitation of liability clause enforced capping architect’s liability to “the total lump sum contract fee.” <u>SAMS Hotel Group, LLC v. Environs, Inc.</u>, 716 F.3d 432 (7th Cir. 2013).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Iowa	<ul style="list-style-type: none"> Construction: 8 years from the date on which the act or omission alleged to have been the cause of injury or death for actions arising out of unsafe or defective condition of an improvement to real property; 10 years for actions arising from residential construction; 15 years relating to nuclear power plants been the cause of the injury or death. I.C.A. § 614.1. 	<ul style="list-style-type: none"> Iowa Code Ann. § 614.1 et seq. Written Contract: 10 years. Iowa Code Ann. § 614.1. Oral Contract and Property Damage: 5 years. Iowa Code Ann. § 614.1. Personal Injury: 2 years. Iowa Code Ann. § 614.1. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. Requires plaintiff certify to the court and all other parties the expert witness' information within 180 days of defendant's answer; defendant within 90 days of plaintiff's certification. Iowa Code Ann. § 668.11. 	<ul style="list-style-type: none"> Limitation of liability clauses enforceable unless they are unconscionable. <u>C & J Vantage Leasing Co. v. Wolfe</u>, 795 N.W.2d 65, 77 (Iowa 2011). Sales contracts: limitation of liability and exclusion/ modification of warranties permitted. Iowa Code Ann. §§ 554.2316, 554.2719(1)-(3).
Kansas	<ul style="list-style-type: none"> Construction: General 10-year Statute of Repose for all tort cases. K.S.A. § 60-513(b). 	<ul style="list-style-type: none"> Kan. Stat. Ann. § 60-501 et seq. Written Contract: 5 years. Kan. Stat. Ann. § 60-511. Oral Contract: 3 years. Kan. Stat. Ann. § 60-512. Personal Injury and Property Damage: 2 years. Kan. Stat. Ann. § 60-513. 	<ul style="list-style-type: none"> No certificate of merit, but if a party to a professional malpractice liability action files a memorandum with the court, requesting that a professional malpractice screening panel be convened, then the judge shall convene a panel. Kan. Stat. Ann. § 60-3502. 	<ul style="list-style-type: none"> KS upholds limitation of liability clause even if it is unwise or disadvantageous to the party, so long as it is not unconscionable. <u>Santana v. Olguin</u>, 41 Kan. App. 2d 1086, 208 P.3d 328 (2009) (citing <u>Moler v. Melzer</u>, 942 P.2d 643 (Kan. Ct. App. 1997)). Sales contracts: Parties may limit or exclude liabilities and warranties. Kan. Stat. Ann. § 84-2-719(1)-(3).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Kentucky	<ul style="list-style-type: none"> Construction: 7 years from substantial completion of improvement to real property. K.R.S. § 413.135. <u>Exception</u>: If injury arises in the 7th year, then an action may be brought within 1 year from the date upon which such injury occurred, but no more than 8 years after the substantial completion of construction of such improvement. K.R.S. § 413.135(2). 	<ul style="list-style-type: none"> Written Contract: 15 years. K.R.S. § 413.090. However, if executed after 7/15/2014, then 10 years. K.R.S. § 413.160. Oral Contract: 5 years. K.R.S. § 413.120. Personal Injury: 1 year. K.R.S. § 413.140. Personal Property; 2 years. K.R.S. § 413.125. Building code violations: 1 year from date damage is discovered or could have been discovered but no more than 10 years after the date of first occupation or settlement date, whichever is sooner. K.R.S. § 198B.130. Professional Malpractice: 1 year from date of occurrence or date when the cause of action was discovered or reasonably should have been. K.R.S. § 413.245. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> KY courts generally uphold limitation of liability clauses so long as they are not unconscionable. Sales contracts: Parties may contractually modify or limit remedies and warranties. Ky. Rev. Stat. Ann. §§ 355.2-316, 355.2-719(1)-(3). “A party cannot contract away liability for damages caused by that party’s failure to comply with a duty imposed by a safety statute.” <u>Hargis v. Baize</u>, 168 S.W.3d 36 (Ky. 2005).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Louisiana</p>	<ul style="list-style-type: none"> Construction: No action arising out of an engagement of planning, construction, design, or building immovable or movable property shall be brought against any person performing or furnishing land surveying services (a) more than 5 years after the date of registry in the mortgage office of acceptance of the work by owner; (b) if no such acceptance is recorded within 6 months from the date the owner has occupied or taken possession of the improvement, in whole or in part, more than 5 years after the improvement has been thus occupied by the owner; (c) if, within 90 days of the expiration of the 5 year preemptive period a claim is brought, then such person or entity shall have 90 days from the date of service of the main demand or, in the case of a third-party defendant, within 90 days from service of process of the third-party demand, to file a claim for contribution, indemnity, or a 3rd party claim against any other party. LA. R.S. § 9:2772. 	<ul style="list-style-type: none"> La. civil code § 3492 et seq. Generally: Unless otherwise provided, a personal action is subject to a liberative prescription of 10 years. La. Civ. Code Art 3499. Personal Injury: Delictual actions are subject to a liberative prescription of 2 years, running from the day injury is sustained. La. Civ. Code Art 3493.11; La. Act No. 423. Damage to immovable property: 2 years from the day the owner acquired or should have acquired knowledge of the damage. La. Civ. Code. Art. 3493.12; La. Act No. 423 Actions against a contractor or an architect on account of defects of construction, renovation, or repair of buildings and other works is subject to a liberative prescription of 10 years. La. Civ. Code. Art. 3500. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> No. Limitation of Liability clauses are invalid; a clause which limits the future liability of 1 party for causing physical injury to the other party is invalid. <u>Ramirez v. Fair Grounds Corp.</u>, 575 So.2d 811 (La. 1991).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Maine</p>	<ul style="list-style-type: none"> Construction: 10 years after substantial completion of the project or services rendered, but no more than 4 years after discovery of malpractice or negligence of architect or engineer. 14 M.R.S.A. §752-A. 	<ul style="list-style-type: none"> Me. Rev. Stat. Ann. tit. 14, § 751 et seq. Written Contract, Oral Contract, Personal Injury, and Property Damage: 6 years. Me. Rev. Stat. Ann. tit. 14, § 752. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of Liability clauses are valid but strictly construed. Must spell out the intention of the parties contractually to extinguish negligence liability. <u>Hardy v. St. Clair</u>, 1999 ME 142, 739 A.2d 368; <i>but see</i> <u>Brown v. Crown Equip. Corp.</u>, 2008 ME 186, 960 A.2d 1188 (overruling <u>Hardy</u>, stating a loss of consortium claim is a derivative claim subject to the same limitations as the underlying tort claim).
<p>Maryland</p>	<ul style="list-style-type: none"> Construction: 20 years for improvement to real property. 10 Years for actions against architect, professional engineer or contractor related to improvement to real property. Md. Code Ann. § 5-108. 	<ul style="list-style-type: none"> Md. Courts & Jud. Proc. Code Ann. § 5-101 et seq. Written Contract, Oral Contract, Personal Injury, and Property Damage: 3 years. Md. Courts & Jud. Proc. Code Ann. § 5-101. 	<ul style="list-style-type: none"> Certificate of merit required; claim will be dismissed if claimant fails to file a certificate of a qualified expert with the court. Md. Code Ann., Cts. & Jud. Proc. § 3-2C-02. Certificate of qualified expert shall contain: i) a statement from expert attesting the licensed professional failed to meet an applicable standard of professional care; ii) be filed within 90 days; and iii) be served on all other parties to the claim or parties' attorneys of record in accordance with the Maryland Rules. <u>Id.</u> 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. However, they will not be enforced when a party attempts to avoid liability for intentional conduct or harm caused by reckless or gross behavior, when there is grossly unequal bargaining power, or when it is adverse to public interest. Contracts that indemnify a person against his own negligence must be expressed in unequivocal terms. <u>Adloo v. H.T. Brown Real Estate, Inc.</u>, 344 Md. 254 (Md. Ct. App. 1996); <u>Wolf v. Ford</u>, 644 A.2d 522 (Md. 1994).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Massachusetts	<ul style="list-style-type: none"> Construction: 6 years from substantial completion of improvement to real property and owner taking possession of improvement. Mass. Ann. Laws Ch.260 § 2B. 	<ul style="list-style-type: none"> Mass. Ann. Laws ch. 260, § 1 et seq. Written and Oral Contract: 6 years. Mass. Ann. Laws ch. 260, § 2. Personal Injury: 3 years. Mass. Ann. Laws ch. 260, § 4. Property Damage: 3 years. Mass. Ann. Laws ch. 260, §§ 2, 4. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. Enforcements of waivers for ordinary negligence have been favored over time. <u>Sharon v. Newton</u>, 437 Mass. 99 (Mass. 2002).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Michigan	<ul style="list-style-type: none"> Construction: An action arising out of the defective and unsafe condition of an improvement to real property against an architect, professional engineer, or contractor, must be brought within 6 years after occupancy, use, or acceptance of the improvement. M.C.L.A. § 600.5839(1)(a). 1 year after the defect is discovered or should have been discovered if the defect constitutes the proximate cause of the injury or damage for which the action is brought and is the result of gross negligence on the part of the contractor or licensed architect or professional engineer. However, an action to which this subdivision applies shall not be maintained more than 10 years after the time of occupancy of the completed improvement, use, or acceptance of the improvement. M.C.L.A. § 600.5839(1)(b). 	<ul style="list-style-type: none"> Mich. Comp. Laws § 600.5801 et seq. Written and Oral Contract: 6 years. Mich. Comp. Laws § 600.5807. Personal Injury and Property Damage: 3 years. Mich. Comp. Laws § 600.5805. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Questionable. Limitation of liability clauses are valid so long as they are clear and unambiguous and are not unconscionable. Limitation of consequential damages for injury to the person in the case of consumer goods is prima facie unconscionable but limitation of damages where the loss is commercial is not. <u>Cole v. Ladbroke Racing Michigan, Inc.</u>, 614 N.W.2d 169 (Mich. Ct. App. 2000); M.C.L.A. 440.2719(3).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Minnesota	<ul style="list-style-type: none"> Construction: 10 years from substantial completion of improvement to real property, unless occurring in the 9th or 10th year after substantial completion of the construction, then an action may be brought within 2 years after the date on which the cause of action accrued, but not more than 12 years after substantial completion. M.S.A. §541.051. 2 years after discovery of defective improvement to real property, but no more than 12 years after substantial completion, unless negligent “maintenance, operation, or inspection of the real property improvement.” M.S.A. § 541.051(1)(d). An action arising out of the defective and unsafe condition of an improvement to real property may be brought no later than 2 years after the cause of action for contribution or indemnity has accrued, regardless of whether it accrued before or after the 10-year period, provided that no action may be brought more 	<ul style="list-style-type: none"> Minn. Stat. Ann. § 541.01 et seq. Written Contract, Oral Contract, and Property Damage: 6 years. Minn. Stat. Ann. § 541.05. Personal Injury: 2 years. Minn. Stat. Ann. § 541.07. Construction: Same as the statute of repose; a cause of action accrues: (1) for a bodily injury or wrongful death action, upon discovery of the injury; and (2) for an action for injury to real or personal property, upon discovery of the injury, but in no event does a cause of action accrue earlier than substantial completion, termination, or abandonment of the construction or the improvement to real property. M.S.A. § 541.051(1)(c). 	<ul style="list-style-type: none"> In an action against a professional alleging negligence or malpractice where expert testimony is to be used, the party must: 1) serve upon the opponent with the pleadings an affidavit; and 2) serve upon the opponent within 180 days of commencement of discovery under the Rules of Civil Procedure, rule 26.04(a) an affidavit. Minn. Stat. Ann. § 544.42. The affidavit of expert review must be drafted by the party’s attorney and state that: 1) the facts have been reviewed by the attorney with an expert of the opinion that the defendant deviated from the applicable standard of care and by that action caused injury to the plaintiff; 2) the expert review could not be obtained before the action was commenced because of the statute of limitations; or 3) the parties agreed to a waiver of the expert review or 	<ul style="list-style-type: none"> Yes. Limitation of Liability clauses are valid to the extent that it attempts to require an indemnity or to indemnify liability for loss or damage resulting from negligence. M.S.A. § 604.21; Clauses will not be enforced if ambiguous in scope or releases the benefited party from liability for intentional, willful or wanton acts. <u>Schlobohm v. Spa Petite, Inc.</u>, 326 N.W.2d 920 (Minn. 1982).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
	<p>than 14 years after substantial completion of the construction. M.S.A. § 541.051(1)(b).</p>		<p>the party applied for a waiver of modification by the court. <u>Id.</u></p> <ul style="list-style-type: none"> • Limitation recognized by <u>Guzick v. Kimball</u>, in a legal malpractice action that plaintiff's expert disclosure on proximate cause did not satisfy the "meaningful disclosure" standard of <u>Brown-Wilbert, Inc. V. Copeland Buhl & Co., 732 N.W.2d 209 (Minn. 2007)</u> and therefore did not qualify for safe-harbor protection under Minn.Stat. § 544.42, subd. 6(c) (2014). <u>Guzick v. Kimball</u>, 869 N.W.2d 42 (Minn. 2015). 	

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Mississippi	<ul style="list-style-type: none"> Construction: No action arising out of any deficiency in the design, planning, supervision or observation of construction, or construction of an improvement to real property may be brought more than 6 years after the written acceptance or actual occupancy for design or construction of improvement to real property. M.C.A. §15-1-41. 	<ul style="list-style-type: none"> Miss. Code. Ann. § 15-1-1 et seq. Written Contract, Personal Injury, and Property Damage: 3 years. Miss. Code. Ann. § 15-1-49. Oral Contract: 3 years. Miss. Code. Ann. § 15-1-29. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Questionable. All public or private contracts or agreements, for the construction, alteration, repair or maintenance of buildings, structures, highway bridges, viaducts, water, sewer or gas distribution systems, or other work dealing with construction, or for any moving, demolition or excavation connected therewith, every covenant, promise and/or agreement contained therein to indemnify or hold harmless another person from that person's own negligence is void as against public policy and wholly unenforceable; this section does not apply to construction bonds or insurance contracts or agreements. Miss. Code. Ann. § 31-5-41. Limitation of liability clauses are valid but disfavored; they are subject to scrutiny if the parties' intentions are not expressly and unmistakably clear. <u>Farragut v. Massey</u>, 612 So.2d 325 (Miss.1992).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Missouri	<ul style="list-style-type: none"> Construction: 10 years for actions for improvement to real property. This applies only to persons who perform or furnish, in whole or in part, the design, planning or construction, including architectural, engineering or construction services, of improvement. Mo. Rev. Stat. §516.097. 	<ul style="list-style-type: none"> Mo. Rev. Stat. § 516.097 et seq. Written Contracts (for payment of money): 10 years. Mo. Rev. Stat. § 516.120. Written Contracts (other than for payment of money): 5 years. Mo. Rev. Stat. § 516.120. Oral Contract and Property Damage: 5 years. Mo. Rev. Stat. § 516.120. Personal Injury: 5 years. Mo. Rev. Stat. § 516.120. Tort action against architects, engineers, or builders of defective improvement to real property: 10 years of completion of improvement. Mo. Rev. Stat. § 516.097. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid; however, they are disfavored. Clear, unambiguous, unmistakable, and conspicuous limitations of negligence liability do not violate public policy. <u>Purcell Tire & Rubber Co. v. Exec. Beechcraft, Inc.</u>, 59 S.W.3d 505 (Mo. 2001). Contracts will be enforced according to their plain meaning, unless induced by fraud, duress, or undue influence. <u>Util. Serv. & Maint., Inc. v. Noranda Aluminum, Inc.</u>, 163 S.W.3d 910 (Mo. 2005).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>Montana</p>	<ul style="list-style-type: none"> • Construction: 10 years from completion of improvement of real property. This has been interpreted to apply to damage caused by a defective product that is related to the improvement. Mont. Stat. §27-2-208. 	<ul style="list-style-type: none"> • Mont. Code Ann. § 27-2-201 et seq. • Written Contract: 8 years. Mont. Code Ann. § 27-2-202. • Oral Contract: 5 years. Mont. Code Ann. § 27-2-202. • Personal Injury: 3 years. Mont. Code Ann. § 27-2-204. • Property Damage: 2 years. Mont. Code Ann. § 27-2-207. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • All contracts that have for their object, directly or indirectly, to exempt anyone from responsibility for the person's own fraud, for willful injury to the person or property of another, or for violate of law, whether willful or negligent, are against the policy of the law. Mont. Stat. § 28-2-702. • However, the court in <u>Zirkelbach Construction, Inc. v. DOWL, LLC</u>, ruled that limitation of liability clauses are enforceable as long as the parties do not disclaim all liability. <u>Zirkelbach Constr., Inc. v. DOWL, LLC</u>, MT 238, 389 Mont. 8, 402 P.3d 1244. Significantly, the court explained that the limitation of liability does not apply to a negligence claim. <i>Id.</i> at ¶ 19.

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Nebraska	<ul style="list-style-type: none"> • 4 years after any alleged act or omission constituting a breach of warranty or defect. If cause is not discovered or could not reasonably be discovered within the 4-year period, or within 1 year preceding the expiration of said period, then the cause of action may be commenced within 2 years from the date of discovery or from the date of discovery of facts which would reasonably lead to such discovery. Neb. Rev. Stat. Ann. § 25-223. 	<ul style="list-style-type: none"> • Neb. Rev. Stat. § 25-201 et seq. • Written Contract: 5 years. Neb. Rev. Stat. § 25-205. • Oral Contract: 4 years. Neb. Rev. Stat. § 25-206. • Personal Injury and Property Damage: 4 years. Neb. Rev. Stat. § 25-207. • Professional negligence: 2 years. An action to recover damages based on alleged professional negligence or alleged breach of warranty in rendering or failure to render professional services shall be commenced within 2 years after the alleged act or omission; <i>provided</i>, if the cause of action is not discovered and could not be reasonably discovered within such 2-year period, then the action may be commenced within 1 year from the date of such discovery or from the date of discovery of facts which would reasonably lead to such discovery, whichever is earlier; and <i>provided further</i>, that in no event may any action be commenced to recover damages for professional negligence or breach of warranty in rendering or failure to render professional services 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid for cases that involve ordinary negligence. <u>Mayer v. Howard</u>, 370 N.W.2d 93 (Neb. 1985). • Limitation of liability clauses are valid if they pose no threat to the safety or welfare of the general public. Further, they will be upheld if both parties had equal bargaining powers in negotiating the terms of the limitation of liability. <u>Ray Tucker & Sons. V. GTE Directories Sales Corp.</u>, 253 Neb. 458 (1997).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
		more than 10 years after the date of rendering or failure to render such professional services. Neb. Rev. Stat. § 25-222.		
Nevada	<ul style="list-style-type: none"> Construction: 10 years after substantial completion of the improvement for all actions for damages caused by a deficiency in construction, planning, or designing of an improvement to real property. Nev. Rev. Stat. Ann. § 11.202. Does not apply to lower-tier subcontractor who performs work that covers up a defect or deficiency in another contractor's trade if the subcontractor does not know, and should not reasonably know, the existence of the alleged defect. Nev. Rev. Stat. Ann. § 11.202(b). NRS 11.203-205 provisions were repealed; eliminating the distinction for patent defects and latent defects, and also eliminating actions commenced within 2 years of the date of injury occurring in the final year of the limitation period. 	<ul style="list-style-type: none"> Nev. Rev. Stat. Ann. § 11.010 et seq. Written Contract: 6 years. Nev. Rev. Stat. Ann. § 11.190. Oral Contract: 4 years. Nev. Rev. Stat. Ann. § 11.190. Personal Injury: 2 years. Nev. Rev. Stat. Ann. § 11.190. Property Damage: 3 years. Nev. Rev. Stat. Ann. § 11.190. 	<ul style="list-style-type: none"> Requires that in an action (including professional negligence action) commenced against a design professional or person primarily engaged in the practice of professional engineering, land surveying, architecture, or landscape architecture, the claimant's attorney files an affidavit with the court concurrently with service of the first pleading stating the attorney: a) has reviewed the facts of the case; b) consulted with an expert; c) reasonably believes the expert consulted is knowledgeable in the discipline involved in the action; and d) concluded on review and consultation with the expert that the action has a reasonable basis in law and fact. Nev. Rev. Stat. Ann. § 40.6884. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. Little case law on the issue, but the Nevada Supreme Court has indicated that they must not be against public policy. <u>Las Vegas-Tonaph-Reno Stage Line v. Burleson</u>, 74 Nev. 24 (1958).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
New Hampshire	<ul style="list-style-type: none"> • Construction: 8 years from the date of substantial completion of the improvement. Applies to actions to recover damages for injury to property, injury to the person, wrongful death, or economic loss resulting from deficiency in the improvement to real property, including design, labor, materials, engineering, planning, surveying, construction, observation, or supervision. N.H. Rev. Stat. Ann. § 508:4-b. Eff. June 26, 1990. • Prior version recognized as unconstitutional by <u>Winnisquam Reg'l Sch. Dist. v. Levine</u>, 152 N.H. 537, 880 A.2d 369 (2005). • Statute applies to indemnity and contribution claims against architects, not only claims for direct losses. <u>Rankin v. S. St. Downtown Holdings, Inc.</u>, 172 N.H. 500, 215 A.3d 882 (2019). 	<ul style="list-style-type: none"> • N.H. Rev. Stat. Ann. § 508:1 et seq. • Written Contract, Oral Contract, Personal Injury, and Property Damage: 3 years. N.H. Rev. Stat. Ann. § 508:4. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid. • They are generally prohibited but in limited circumstances can expressly consent to waive the liability of another who causes injury. <u>United Servs. Auto. Ass'n v. Wilkinson</u>, 569 A.2d 749 (N.H. 1989).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
<p>New Jersey</p>	<ul style="list-style-type: none"> • 10 years after performance or furnishing of services and construction. Applies to recovering damages for any deficiency in the design, planning, surveying, supervision, or construction of an improvement to real property, or any injury to property, real or personal, or injury to the person, or wrongful death. N.J. Stat. Ann. § 2A:14-1.1. • Limitation serves as a bar to all actions, governmental and private, but does not apply to actions against any person in actual possession and control of the improvement as owner/tenant at the time the defective condition constitutes the proximate cause of the injury for which the action is brought. • Statute does not cover a manufacturer; designing a standardized product installed at a construction project is not enough. <u>Dziewiecki v. Bakula</u>, 180 N.J. 528, 853 A.2d 234 (2004); <u>Cherilus v. Fed. Exp.</u>, 435 N.J. Super. 172, 87 A.3d 269 (App. Div. 2014) (the designer/manufacturer of an 	<ul style="list-style-type: none"> • N.J. Stat. Ann. § 2a:14-1 et seq. • Written Contract, Oral Contract, and Property Damage: 6 years. N.J. Stat. § 2A:14-1. • Personal Injury: 2 years. N.J. Stat. § 2A:14-2. 	<ul style="list-style-type: none"> • Plaintiff shall provide each defendant with an affidavit of an appropriate licensed person that there exists a reasonable probability that the care, skill, or knowledge exercised or exhibited in the treatment, practice or work that is subject of the complaint fell outside acceptable professional or occupational standards or treatment practices within 60 days following the date of filing of the answer to the complaint by the defendant. N.J. Stat. Ann. § 2A:53A-27. • The person executing the affidavit must meet the requirements as set forth in section 7 of P.L.2004, c. 17 (C.2A:53A-41). • The person must be licensed and have particular expertise in the specialty involved in the action for a period of at least five years. Affidavit must state there is a “reasonable probability” that conduct fell 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid. • However, generally disfavored, and subject to scrutiny. They are unenforceable when they are adverse to the public interest. • In determining whether or not to enforce a limitation of liability clause, the Court undertakes a fact sensitive inquiry to the following considerations: 1) The contract's adhesive nature; 2) The subject matter of the contract; 3) The parties' relative bargaining positions; 4) The degree of economic compulsion motivating the adhering party; and 5) The public interests affected by the contract. <u>Marbro, Inc. v. Borough of Tinton Falls</u>, 297 N.J. Super. 411, 416-18 (Law. Div. 1996). • In applying these factors, particular attention is given to any inequality in the bargaining power/status of the parties. Likewise, the Court places emphasis on whether the cap on damages is so minimal as compared to the expected compensation, that the concern for the consequences of a breach is drastically minimized. Accordingly, it is not against public policy for an architect or engineer to limit their liability up to their total fee for services. <u>Id.</u> at 422.

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
	improvement to real property need not install such a product to invoke the statute of repose with respect to injuries caused by such improvements).		outside the standard of care.	
New Mexico	<ul style="list-style-type: none"> • 10 years after the date of substantial completion. No action to recover damages for any injury to property, real or personal, or for bodily injury or wrongful death, arising of the defective or unsafe condition of a physical improvement to real property. N.M. Stat. Ann. § 37-1-27. • Additional 3 years permitted in cases involving personal injuries occurring at the tail-end of the 10 year period. Terry v. New Mexico State Highway Com'n, 98 N.M. 119 (N.M., 1982). 	<ul style="list-style-type: none"> • N.M. Stat. Ann. § 37-1-1 et seq. • Written Contract: 6 years. N.M. Stat. Ann. § 37-1-3. • Oral Contract and Property Damage: 4 years. N.M. Stat. Ann. § 37-1-4. • Personal Injury: 3 years. N.M. Stat. Ann. § 37-1-8. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. • New Mexico courts have generally required expert testimony in professional malpractice actions, including actions against architects. <u>Adobe Masters, Inc. v. Downey</u>, 883 P.2d 133, 135 (N.M. 1994). 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid; unless they violate law or are contrary to public policy. <u>Sw. Pub. Serv. Co. v. Artesia Alfalfa Growers' Ass'n</u>, 353 P.2d 62 (N.M. 1960).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
New York	<ul style="list-style-type: none"> • None. Under current law, professionals are subject to third party claims for an indefinite period of time. • § 214-d of the New York Civil Practice Law and Rules requires wrongful death, personal injury, and property damage claimants to provide design professionals with a written notice of claim at least 90 days prior to suit, when said conduct occurred more than 10 years prior to date of claim. N.Y.C.P.L.R. 214-d. • NY Legislature introduced Bills S8213 and A4549 in 2023 which would impose a 10 year period of repose. 	<ul style="list-style-type: none"> • N.Y. Civ. Prac. Laws & Rules § 201 et seq. • Written and Oral Contract: 6 years. N.Y. Civ. Prac. Laws & Rules § 213. • Personal Injury and Property Damage: 3 years. N.Y. Civ. Prac. Laws & Rules § 214. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid; except where prohibited by statute. • Under New York law, contractual limitation of liability provisions, which represent the parties' agreement on the allocation of the risk of economic loss in the event that contemplated transaction is not fully executed, are enforceable. • Under New York law, if contracting parties agree to a limitation-of-liability provision, it will be enforced unless unconscionable, even if it leaves a non-breaching party without a remedy. <u>Process Am., Inc. v. Cynergy Holdings, LLC</u>, 35 F. Supp. 3d 259 (E.D.N.Y. 2014), <u>aff'd</u>, 839 F.3d 125 (2d Cir. 2016). • Construction statute: a contract in connection to repair or maintenance of a building or structure which indemnifies and holds harmless a party from negligence causing personal injury is void and unenforceable. N.Y. Gen. Oblig. § 5-322.1 and 5-323.

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
North Carolina	<ul style="list-style-type: none"> 6 years from the later of the specific last act or omission of the defendant giving rise to the cause of action or substantial completion of the improvement. N.C. Gen. Stat. Ann. § 1-50. 	<ul style="list-style-type: none"> Written Contract: 3 years. N.C. Gen. Stat. § 1-52. However, if a contract for the sale of goods, then 4 years. N.C. Gen. Stat. § 25-2-725. Exception: 10 years if contract is signed under seal. N.C. Gen. Stat. § 1-47(2). Oral Contract: 3 years. N.C. Gen. Stat. § 1-52. Personal Injury and Property Damage: 3 years. N.C. Gen. Stat. § 1-52. Professional Malpractice: 3 years, accruing at the time of the defendant's last act giving rise to the action: provided that whenever there is bodily injury to the person, economic or monetary loss, or a defect in or damage to property which originates under circumstances making the injury, loss, defect or damage not readily apparent to the claimant at the time of its origin, and the injury, loss, defect or damage is discovered or should reasonably be discovered by the claimant 2 or more years after the occurrence of the last act of the defendant giving rise to the cause of action, suit must be commenced within 1 year from the date discovery is made: 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid; except where it violates a statute, inequality of bargaining power, or is contrary to a substantial public interest. <u>Fortson v. McClellan</u>, 508 S.E.2d 549 (N.C. Ct. App. 1998).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
		<p>provided nothing herein shall be construed to reduce the statute of limitation in any such case below 3 years and in no event shall an action be commenced more than 4 years from the defendant's last act giving rise to the cause of action. N.C. Gen. Stat. Ann. § 1-15.</p>		
<p>North Dakota</p>	<ul style="list-style-type: none"> • No action may be brought against a person performing or furnishing the design, planning, supervision, or observation of construction more than 10 years after substantial completion of an improvement. N.D. Cent. Code Ann. § 28-01-44(1). • When injury occurs during the 10th year after substantial completion and the injury is to the property or the person or causes wrongful death, action may be brought within 2 years after the date on which such injury occurred, but no action may be brought more than 12 years after substantial completion. N.D. Cent. Code Ann. § 28-01-44 (2). 	<ul style="list-style-type: none"> • N.D. Cent. Code § 28-01-01 et seq. • Written Contract, Oral Contract, Personal Injury, and Property Damage: 6 years. N.D. Cent. Code § 28-01-16. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid; unless the exculpatory contract is ambiguous or releases a party for intentional, willful, or wanton acts. <u>Reed v. Univ. of N. Dakota</u>, 589 N.W.2d 880 (N.D. 1999).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Ohio	<ul style="list-style-type: none"> No cause of action to recover damages for bodily injury, an injury to real or personal property, or wrongful death that arises out of a defective and unsafe condition of an improvement to real property shall accrued later than 10 years from the date of substantial completion against a person who furnished the design, planning, supervision of construction, or construction of the improvement to real property. Ohio Rev. Code Ann. § 2305.131(A)(1). Prior version, R.C. § 2305.131, held unconstitutional in <u>State ex rel. Ohio Acad. of Trial Laws v. Sheward</u>, 1999-Ohio-123, 86 Ohio St. 3d 451, 715 N.E.2d 1062. 	<ul style="list-style-type: none"> Ohio Rev. Code Ann. § 2305.03 et seq. Written Contract: 6 years. Ohio Rev. Code Ann. § 2305.06. Oral Contract: 4 years. Ohio Rev. Code Ann. § 2305.07(A). Personal Injury: 2 years. Ohio Rev. Code Ann. § 2305.10. Property Damage: 4 years. Ohio Rev. Code Ann. § 2305.09. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. The parties' intent must be stated in clear and unambiguous terms regarding the type of liability and who is being released. <u>Hague v. Summit Acres Skilled Nursing & Rehab.</u>, 2010 WL 5545386 (Ohio Ct. App. 2010). Provisions must not be unconscionable and there must not be any showing of gross negligence.

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Oklahoma	<ul style="list-style-type: none"> No action to recover damages for any deficiency in the design, planning, supervision or observation of construction or construction of an improvement to real property, for injury to property, real or personal, arising out of such deficiency, or for injury to the person or wrongful death arising from such deficiency shall be brought against any person owning, leasing, or in possession of such an improvement or performing or furnishing the design, planning, supervision or observation of construction or construction of such an improvement more than 10 years after substantial completion of such improvement. 12 Okl. St. Ann. § 109. 	<ul style="list-style-type: none"> Okla. Stat. Ann. tit. 12, § 91 et seq. Written Contract: 5 years. Okla. Stat. Ann. tit. 12, § 95. Oral Contract: 3 years. Okla. Stat. Ann. tit. 12, § 95. Personal Injury and Property Damage: 2 years. Okla. Stat. Ann. tit. 12, § 95. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. However, in a civil action for negligence plaintiff shall be required to present the testimony of an expert witness to establish breach of the relevant standard of care and that such breach resulted in harm to the plaintiff; the plaintiff shall attach to the petition an affidavit (exceptions apply). Okla. Const. art. II, § 6; Okla. Stat. Ann. tit. 12, § 19.1. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. Must be clear and unambiguous and not be injurious to the public health or morals, and also must not be against public policy. <u>Schmidt v. U.S.</u>, 912 P.2d 874 (Okla. 1996).
Oregon	<ul style="list-style-type: none"> An action arising from the person having performed the construction, alteration or repair of any improvement to real property or the supervision or inspection thereof, or from the person having furnished design, planning, surveying, architectural or engineering services for the improvement must be commenced 	<ul style="list-style-type: none"> Or. Rev. Stat. § 12.010 et seq. Written Contract, Oral Contract, and Property Damage: 6 years. Or. Rev. Stat. § 12.080. Personal Injury: 2 years. Or. Rev. Stat. § 12.110. 	<ul style="list-style-type: none"> A claim against a design professional that arises out of services within the course and scope of activities for which the person is registered or licensed may not be filed unless the claimant's attorney certifies the attorney has consulted a design professional 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. However, they are difficult to enforce as they are determined on a case-by-case basis. Clauses are enforceable when the court determines it is not unconscionable or against public policy. <u>Bagley v. Mt. Bachelor, Inc.</u>, 340 P.3d 27 (Or. 2014).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
	<p>before 10 years after substantial completion or abandonment of the construction, alteration or repair of a small commercial structure (defined in ORS 701.005), a residential structure (defined in ORS 701.005), or a large commercial structure (defined in ORS 701.005). O. R. S. § 12.135(1)(b).</p> <ul style="list-style-type: none"> • 6 years after substantial completion or abandonment of the construction, alteration, or repair of a large commercial structure (defined in ORS 701.005) other than a large commercial structure described in paragraph (b). O. R. S. § 12.135(1)(c). • An action against a person registered to practice architecture, landscape architecture, or engineering to recover damages for injury to a person, property or any interest in property, including damages for delay or economic loss, regardless of legal theory, arising out of the construction, alteration or repair of any improvement to real property must be 		<p>willing to testify to facts and opinions sufficient to create a question of fact as to the liability of the design professional. The certification must contain a statement that (a) the alleged conduct of the design professional failed to meet the standard of professional skill and care ordinarily provided by other design professionals with similar credentials, experience, and expertise and practicing under the same or similar circumstances; and (b) the alleged conduct was a cause of the claimed damages, losses, or other harm.. O.R.S. § 31.300</p>	

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
	<p>commenced before 2 years after the date the injury or damage is first discovered or in the exercise of reasonable care should have been discovered, 10 years after substantial completion, and 6 years after substantial completion of a large commercial structure (as defined in ORS 701.005) other than a large commercial structure described in subparagraph (B). O. R. S. § 12.135(3)(A-C).</p>			
<p>Pennsylvania</p>	<ul style="list-style-type: none"> • General rule: 12 years for claims arising against any person performing or furnishing the design, planning, supervision or observation of construction, or construction of any improvement to real property. 42 Pa.C.S.A. § 5536(a). • Exceptions: If injury or wrongful death occurs more than 10 and within 12 years after completion of the improvement a civil action may be commenced, but not later than 14 years after completion of construction of improvement. 42 Pa.C.S.A. § 5536(b). 	<ul style="list-style-type: none"> • 42 Pa. Cons. Stat. Ann. § 5501 et seq. • Written and Oral Contract: 4 years. 42 Pa. Cons. Stat. Ann. § 5525. • Personal Injury and Property Damage: 2 years. 42 Pa. Cons. Stat. Ann. § 5524. 	<ul style="list-style-type: none"> • In any action based on an allegation that a licensed professional deviated from an acceptable professional standard, plaintiff shall file with the complaint or within 60 days after the filing of the complaint, a certificate of merit signed by the attorney or party that either: 1) an appropriate licensed professional has supplied a written statement that there exists a reasonable probability the care which is the subject of the complaint fell outside acceptable professional 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid. • Clauses valid so long as they are not against public policy, are between persons relating entirely to their own private affairs, and each party must be free to bargain the agreement. <u>Topp Copy Prods., Inc. v. Singletary</u>, 626 A.2d 98 (Pa. 1993). • Intention of the parties must be clearly stated by express stipulation and any ambiguous language will be construed against the party seeking immunity. <u>Vinikoor v. Pedal PA, Inc.</u>, 974 A.2d 1233 (Pa. Cmwlth. 2009).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
			<p>standards and such conduct was a cause in bringing about the harm; 2) the claim that the defendant deviated from an acceptable professional standard is based solely on allegations that other licensed professionals for whom the defendant is responsible deviated from an acceptable professional standard; or 3) expert testimony of an appropriate licensed professional is unnecessary for prosecution of the claim. Pa.R.C.P. No. 1042.3.</p> <ul style="list-style-type: none"> • Applies to claims asserted by or on behalf of a patient or a client of the licensed professional, which raises questions regarding third-party claims. <u>Id.</u> 	
Rhode Island	<ul style="list-style-type: none"> • No action to recover damages, including arbitration proceedings, shall be brought more than 10 years after substantial completion of such improvement. 9 R.I. Gen. Laws Ann. § 9-1-29. 	<ul style="list-style-type: none"> • R. I. Gen. Laws § 9-1-12 et seq. • Written Contract, Oral Contract, and Property Damage: 10 years. 9 R. I. Gen. Laws § 1-13. • Personal Injury: 3 years. 9 R. I. Gen. Laws § 1-14. 	<ul style="list-style-type: none"> • No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> • Yes. Limitation of liability clauses are valid so long as they are sufficiently specific. <u>Corrente v. Conforti & Eisele Co.</u>, 468 A.2d 920 (R.I. 1983).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
South Carolina	<ul style="list-style-type: none"> No action to recover damages arising from the defective or unsafe condition of an improvement to real property may be brought more than 8 years after substantial completion of the improvement. S.C. Code Ann. § 15-3-640. 	<ul style="list-style-type: none"> S.C. Code Ann. § 15-3-510 et seq. Written Contract, Oral Contract, Personal Injury, and Property Damage: 3 years. S.C. Code Ann. § 15-3-530. 	<ul style="list-style-type: none"> Requires that in an action for damages alleging professional negligence against a professional licensed by or registered with the State of South Carolina (including architects, land surveyors, and professional engineers), a plaintiff must file as part of the complaint an affidavit of an expert witness which must specify at least 1 negligent act or omission claimed to exist and the factual basis for each claim based on the available evidence at the time of the filing of the affidavit. S.C. Code Ann. § 15-36-100. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. However, strictly construed and not favored by the law. Will be strictly construed against the party relying on them. <u>Fisher v. Stevens</u>, 584 S.E.2d 149 (S.C. Ct. App. 2003).
South Dakota	<ul style="list-style-type: none"> No action to recover damages for any injury to real or personal property, for personal injury or death arising out of any deficiency in the design, planning, supervision, inspection and observation of construction, or construction, of an improvement to real property may be brought more than 10 years after substantial completion of such construction. S.D. § 15-2A-3. 	<ul style="list-style-type: none"> S.D. Codified Laws Ann. § 15-2-1 et seq. Written Contract, Oral Contract, and Property Damage: 6 years. S.D. Codified Laws Ann. § 15-2-13. Personal Injury: 3 years. S.D. Codified Laws Ann. § 15-2-14. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. Clauses are valid if they are fairly and knowingly made. <u>Holzer v. Dakota Speedway, Inc.</u>, 610 N.W.2d 787 (S.D. 2000).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Tennessee	<ul style="list-style-type: none"> Action must be brought within 4 years of the date of substantial completion, and within 1 year if the defect first appears in the 4th year, but not after 5 years. Tenn. Code Ann. § 28-3-202.; <i>Watts v. Putnam County</i> 525 S.W.2d 488 (Ten. 1975). 	<ul style="list-style-type: none"> Tenn. Code Ann. § 28-3-101 et seq. Written and Oral Contract: 6 years. Tenn. Code Ann. § 28-3-109. Personal Injury: 1 year. Tenn. Code Ann. § 28-3-104. Property Damage: 3 years. Tenn. Code Ann. § 28-3-105. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. Clauses will generally be enforced unless they are contrary to public policy. <i>Perez v. McConkey</i>, 872 S.W.2d 897 (Tenn. 1994).
Texas	<ul style="list-style-type: none"> 10 years from date of substantial completion of improvements or beginning of operation of the equipment in an action arising out of a defective or unsafe condition. Tex. Civ. Prac. & Rem. Code § 16.008(a). If claimant presents a written claim for damages, contribution, or indemnity to the architect or engineer within the 10-year period, the period is extended for 2 years from the date the claim is presented for a claim to which subsection (a) applies, or 1 year for a claim to which subsection (a-1) applies. Tex. Civ. Prac. & Rem. Code § 16.008(c). 	<ul style="list-style-type: none"> Tex. Civ. Prac. & Rem. Code § 16.001 et seq. Written and Oral Contract: 4 years. Tex. Civ. Prac. & Rem. Code § 16.004. Personal Injury and Property Damage: 2 years. Tex. Civ. Prac. & Rem. Code § 16.003. 	<ul style="list-style-type: none"> In any action or arbitration proceeding for damages arising out of the provision of professional services by a licensed or registered professional, a claimant shall be required to file with the complaint an affidavit of a third-party licensed architect, licensed professional engineer, registered landscape architect, or registered professional land surveyor who: 1) is competent to testify; 2) holds the same professional license or registration as the defendant; and 3) practices in the area of practice of the defendant and offers testimony based on the person's knowledge, skill, 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. However, clauses must comply with the fair notice doctrines of 1) conspicuousness, and 2) express negligence. <i>Enserch Corp. v. Parker</i>, 794 S.W.2d 2 (Tex. 1990).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
			<p>experience, education, training, and practice. Tex. Civ. Prac. & Rem. Code Ann. § 150.002.</p> <ul style="list-style-type: none"> • The affidavit shall set forth specifically for each theory of recovery for which damages are sought, at least one negligent act, error, or omission claimed to exist and the factual basis for each such claim. <u>Id.</u> 	

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Utah	<ul style="list-style-type: none"> 6 years after completion or abandonment of an improvement for actions based in contract or warranty (but can contract for longer term); if provider is required by contract or warranty to perform an obligation later than the 6-year period and fails to perform the obligation as required, action shall be commenced within 2 years after the day on which the breach is discovered or should have been discovered. Utah Code Ann. 78B-2-225(3)(a-b). All other actions by or against a provider shall be commenced within 2 years from the earlier of the date of discovery of a cause of action or from the date of which a cause of action should have reasonably been discovered; but may not be commenced more than 9 years after completion or abandonment of an improvement. Utah Code Ann. 78B-2-225(4)(a-c). <u>Exception:</u> If discovered in the 8th or 9th year of the 9-year period, claimant shall have 2 years from the date of discovery to commence an action. Utah Code Ann. 78B-2-225(4)(d). 	<ul style="list-style-type: none"> Utah Code Ann. § 78B-2-101 et seq. Written Contract: 6 years. Utah Code Ann. § 78B-2-309. Oral Contract and Personal Injury: 4 years. Utah Code Ann. § 78B-2-307. Property Damage: 3 years. Utah Code Ann. § 78B-2-305. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. However, clauses are not valid when they: 1) offend public policy; 2) fall within the public interest exception; and 3) are unclear or ambiguous. <u>Pearce v. Utah Auth. Found.</u>, 179 P.3d 760 (Utah 2008), <u>overruled on other grounds by Penunuri v. Sundance Partners, Ltd.</u>, 2017 UT 54; <u>Berry v. Greater Park City Co.</u>, 171 P.3d 442 (Utah 2007).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Vermont	<ul style="list-style-type: none"> No statute of repose. Vermont Legislature has consistently refused to adopt a Statute of Repose. 	<ul style="list-style-type: none"> Vt. Stat. Ann. tit. 12, § 461 et seq. Written and Oral Contract: 6 years. Vt. Stat. Ann. tit. 12, § 511. Personal Injury: 3 years. Vt. Stat. Ann. tit. 12, § 512. Property Damage (personal property): 3 years. Vt. Stat. Ann. tit. 12, § 512. Property Damage (real property): 6 years. Vt. Stat. Ann. tit. 12, § 511. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. However, higher standards must be met with respect to clarity. <u>Provoncha v. Vermont Motocross Ass'n Inc.</u>, 974 A.2d 1261 (Vt. 2000). Must also pass public policy inspection. <u>Id.</u>
Virginia	<ul style="list-style-type: none"> 5 years from completion of performance or furnishing of such services and construction. VA Code § 8.01-250. Does not apply to manufacturer or supplier of equipment or machinery installed in a structure upon real property nor any person in actual possession and in control of the improvement as owner, tenant, or otherwise at the time the defective or unsafe condition constitutes the proximate cause of the injury or damage for which the action is brought. VA Code § 8.01-243. 	<ul style="list-style-type: none"> Va. Code Ann. § 8.01-228 et seq. Written Contract: 5 years. Va. Code Ann. § 8.01-246. Oral Contract: 3 years. Va. Code Ann. § 8.01-246. Personal Injury: 2 years. Va. Code Ann. § 8.01-243. Property Damage: 5 years. Va. Code Ann. § 8.01-243. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Limitation of liability clauses are generally enforceable for architects and engineers. “No such corporation, partnership, sole proprietorship, limited liability company, or other entity, or any affiliate thereof, shall, on its behalf or on behalf of any such licensee or certificate holder, nor any licensee or certificate holder, be prohibited from (i) purchasing or maintaining insurance against any such liability; (ii) entering into any indemnification agreement with respect to any such liability; (iii) receiving indemnification as a result of any such liability; or (iv) limiting liability through contract. Va. Code Ann. § 54.1-411. In 2010, the Virginia legislature formally eliminated the statutory prohibition on contractual limitations of liability for engineers. <u>Dewberry & Davis, Inc. v. C3NS, Inc.</u>, 81 Va. Cir. 122 (2010).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Washington	<ul style="list-style-type: none"> 6 years from date of substantial completion or termination of services (whichever occurs later). RCW 4.16.310. 	<ul style="list-style-type: none"> Wash. Rev. Code Ann. § 4.16.005 et seq. Written Contract: 6 years. Wash. Rev. Code Ann. § 4.16.040. Oral Contract and Personal Injury: 3 years. Wash. Rev. Code Ann. § 4.16.080. Property Damage (real property or negligent injury): 2 years. Wash. Rev. Code Ann. § 4.16.130. Property Damage (personal property): 3 years. Wash. Rev. Code Ann. § 4.16.080. Property Damage (real property waste/trespass): 3 years. Wash. Rev. Code Ann. § 4.16.080. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. However, in every construction defect action brought against a construction professional, the claimant shall serve written notice of claim on the construction professional no later than 45 days before filing an action. RCWA 64.50.020. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid. Albeit, unless against public policy, inconspicuous, or the negligent act falls below the legal standard for protection of others. <u>Johnson v. NEW, Inc.</u>, 948 P.2d 877 (Wash. Ct. App. 1997).
West Virginia	<ul style="list-style-type: none"> No action may be brought more than 10 years after performance or furnishing of the services or construction. But the limitation period does not commence until the improvement to the real property or the survey of the real property in question has been occupied or accepted by the owner of the real property (whichever occurs first). WV Code § 55-2-6a. 	<ul style="list-style-type: none"> W. Va. Code § 55-2-1 et seq. Written Contract: 10 years. W. Va. Code § 55-2-6. Oral Contract: 5 years. W. Va. Code § 55-2-6. Personal Injury and Property Damage: 2 years. W. Va. Code § 55-2-12. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are generally enforceable when the express agreement is freely and fairly made, between parties who are in an equal bargaining position, and there is no public interest with which the agreement interferes. <u>Murphy v. N. Am. River Runners, Inc.</u>, 412 S.E.2d 504, 509 (W. Va. 1991). However, the clause is unenforceable if contrary to a safety statute or public interest. <u>Id.</u>

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Wisconsin	<ul style="list-style-type: none"> No cause of action may be commenced against the owner or occupier of the property or against any person involved in the improvement to real property after the end of the exposure period (7 years immediately following the date of substantial completion of the improvement to real property). WI Stat. §893.89(1-2). If a person sustains damages during the period beginning on the first day of the 5th year and ending on the last day of the 7th year after substantial completion of the improvement to real property, the time for commencing an action for damages is extended for 3 years after the date on which the damages occurred. WI Stat. §893.89(3)(b). 	<ul style="list-style-type: none"> Wis. Stat. Ann. § 893.01 et seq. Written and Oral Contract: 6 years. Wis. Stat. Ann. § 893.43. Personal Injury: 2 years. Wis. Stat. Ann. § 893.54. Property Damage: 6 years. Wis. Stat. Ann. § 893.52. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. 	<ul style="list-style-type: none"> No. Limitation of liability clauses are not valid. Any provision to eliminate tort liability in an agreement relating to construction, alteration, repair, or maintenance of a building is void. Wis. Stat. Ann. § 895.447. The statute must be construed narrowly, placing the least possible restriction on the right to freely contract. <u>Gerdmann by Habush v. U.S. Fire Ins. Co.</u>, 119 Wis. 2d 367, 350 N.W.2d 730 (Ct. App. 1984).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024

State	Statute of Repose	Statute of Limitations	Certificate of Merit	Limitation of Liability
Wyoming	<ul style="list-style-type: none"> Unless the parties agree otherwise, no action to recover damages shall be brought more than 10 years after substantial completion of an improvement to real property, against any person constructing, altering, or repairing the improvement, manufacturing, or furnishing materials incorporated in the improvement, or performing or furnishing services. WY ST § 1-3-111(a). If injury to property or person occurs during the 9th year after substantial completion of the improvement to real property, action to recover damages may be brought within 1 year after the date on which injury occurs. WY ST § 1-3-111(b). 	<ul style="list-style-type: none"> Wyo. Stat. § 1-3-102 et seq. Written Contract: 10 years. Wyo. Stat. § 1-3-105. Oral Contract: 8 years. Wyo. Stat. § 1-3-105. Personal Injury and Property Damage: 4 years. Wyo. Stat. § 1-3-105. 	<ul style="list-style-type: none"> No certificate of merit needed for claim against design professionals. Wyoming did have a Professional Review Panel Act which created an administrative panel to review claims of malpractice against professionals; but this was deemed to violate equal protection guarantees of the State Constitution in <u>State ex rel. Wyoming Ass'n of Consulting Engineers & Land Surveyors v. Sullivan</u>, 798 P.2d 826 (Wyo. 1990). 	<ul style="list-style-type: none"> Yes. Limitation of liability clauses are valid so long as they do not contravene public policy. <u>Schutkowski v. Carey</u>, 725 P.2d 1057 (Wyo. 1986). Claims for willful/wanton misconduct cannot be waived by exculpatory agreement. <u>Street v. Darwin Ranch, Inc.</u>, 75 F.Supp.2d 1296 (D. Wyo. 1999).

Disclaimer: This survey: i) is for informational purposes only and does not constitute legal advice; and, ii) is not intended to create, and your receipt and/or use of such content does not create, a lawyer-client relationship. You should not rely on any such content without first consulting a licensed attorney familiar with your particular facts and legal issues. © 2024