

Statutes of Limitations

Alabama

- Alabama has a **six-year** statute of limitations for actions based on written contract. Ala. Code §6-2-34.
- The statute of limitations for torts is generally **two years**. Ala. Code §6-2-38.
- The statute of limitation for actions founded upon any contract or writing under seal is **ten years**. Ala. Code §6-2-33.

Alaska

- Alaska has a **three-year** statute of limitations for contract actions. Alaska Stat. §09.10.053.
- The statute of limitations for torts is **two years**. Alaska Stat. §09.10.070.
- A claimant may not begin an action against a “construction professional” unless the notice of claim is given within **one year** after the discovery of the defect, except that the action may not be initiated more than **ten years** after substantial completion. Alaska Stat. §09.10.054.

Arizona

- Arizona has a **three-year** statute of limitations for oral contracts. Ariz. Rev. Stat. §12-543.
- The statute of limitations for written contracts is **six years**. Ariz. Rev. Stat. §12-548.
- The statute of limitations for negligence is **two years**. Ariz. Rev. Stat. §12-542.

Arkansas

- The Arkansas statute of limitations for oral contract and negligence is **three years**. Ark. Code Ann. §16-56-105.
- The statute of limitations for written contracts is **five years**. Ark. Code Ann. §16-56-111.

California

- The California statute of limitations for oral contract is **two years**. Cal. Civ. Proc. §339.
- The statute of limitations for written contract is **four years**. Cal. Civ. Proc. §337.
- The statute of limitations for injury to or death to another person caused by wrongful act or negligence is **two years**. Cal. Civ. Proc. §335.1.
- The statute of limitations for trespass or injury to real property or taking, detaining, or injuring goods is **three years**. Cal. Civ. Proc. §338.

Colorado

- The statute of limitations for tort actions is **two years**. Colo. Rev. Stat. §13-80-102.
- The statute of limitations for contract actions is **three years**. Colo. Rev. Stat. §13-80-101.
- All actions against any architect, contractor, builder or builder vendor, engineer, or inspector involved in the improvement to real property shall be brought within the time provided in Colo. Rev. Stat. 13-80-102, but in no case shall such claim be brought more than **six years** after substantial completion of the project, unless the cause of action arises during the fifth or sixth year after substantial completion, in which case the claim shall be brought within **two years** after the cause of action arises. Colo. Rev. Stat. §13-80-104(1)(a) and Colo. Rev. Stat. §13-80-104(2).

Connecticut

- The Connecticut statute of limitations for written contracts is **six years**. Conn. Gen. Stat. §52-576.
- The statute of limitations for oral contracts is **three years**. Conn. Gen. Stat. §52-581.
- The statute of limitations for a tort is **three years**. Conn. Gen. Stat. §52-577.
- The statute of limitations for negligence or misconduct is **two years** from the date when the injury is sustained or discovered or should have been discovered, and except that no such action may be brought more than **three years** from the date of the act or omission complained of. Conn. Gen. Stat. §52-584.
- *But see, State of Connecticut v. Lombardo Brothers Mason Contractors, Inc., et al.*, 307 Conn. 412, 54 A.3d 1005 (2012), where Supreme Court of Connecticut applied the doctrine of *nullum tempus occurrit regi* (meaning “no time runs against the King” in Latin), thereby allowing the State of Connecticut to maintain its lawsuit in connection with the design and construction of a law school library, despite the fact that the statutes of repose and limitations had seemingly expired.

Delaware

- The statute of limitations for negligence is **two years**. 10 Del. C. §8107; 10 Del. C. §8119.
- The statute of limitations for oral and written contracts is **three years** from the accruing of the cause of action. 10 Del. C. §8106.

District of Columbia

- The statute of limitations for negligence is **three years**. D.C. Code §12-301.
- The statute of limitations for actions for breach of oral and written contract is **three years**. D.C. Code §12-301(7).

- The statute of limitations for damages to real or personal property is **three years**. D.C. Code §12-301(3).

Florida

- The statute of limitations for breach of a written contract is **five years**. Fla. Stat. §95.11(2)(b).
- The statute of limitations for negligence is **four years**. Fla. Stat. §95.11(3)(a).
- The statute of limitations for actions founded on the design, planning or construction of an improvement to real property is **four years**. Fla. Stat. §95.11(3)(c).
- The statute of limitations for breach of oral contract is **four years**. Fla. Stat. §95.11(3)(k).
- The statute of limitations for professional malpractice is **two years**. Fla. Stat. §95.11(4)(a).

Georgia

- The Georgia statute of limitations for breach of an oral contract is **four years**. O.C.G.A. §9-3-25; O.C.G.A. §9-3-26.
- The statute of limitations for breach of written contracts executed under seal is **twenty years**. O.C.G.A. §9-3-23.
- The statute of limitations for written contracts not executed under seal is **six years**. O.C.G.A. §9-3-24.
- The statute of limitations for trespass upon or damage to realty is **four years**. O.C.G.A. §9-3-30.
- The statute of limitations for actions for the recovery of personal property is **four years**. O.C.G.A. §9-3-32.
- The statute of limitations for actions for injuries to the person is **two years**. O.C.G.A. §9-3-33.

Hawaii

- The Hawaii statute of limitations for breach of any contract is **six years**. HRS §657-1.
- The statute of limitations for tort actions is **two years**. HRS §657-7.

Idaho

- The statute of limitations for written contract is **five years**. Idaho Code §5-216.
- The statute of limitations for oral contract is **four years**. Idaho Code §5-217.
- The statute of limitations for negligence actions arising from professional malpractice or personal injuries is **two years**. Idaho Code §5-219.
- The statute of limitations for negligence actions arising from property damage is **three years**. Idaho Code §5-218.

Illinois

- The statute of limitations for actions based on tort and breach of contract arising in the design and construction of an improvement to real property is **four years** from the time the complainant knew or reasonably should have know of the act or omission. 735 ILCS 5/13-214.
- The statute of limitations for actions on unwritten contracts or to recover damages for injury to property is **five years**. 735 ILCS 5/13-205.
- The statute of limitations for actions on written contracts is **ten years**. 735 ILCS 5/13-206.
- The statute of limitations for actions to recover damages for personal injury is **two years**. 735 ILCS 5/13-202.

Indiana

- Indiana has a general statute of limitations that provides that a cause of action arising on or after September 1, 1982, and not limited by any other statute, must be brought within **ten years**. Burns Ind. Code Ann. §34-11-1-2.
- The statute of limitations for oral contracts is **six years**. Burns Ind. Code Ann. §34-11-2-7.
- The statute of limitations for written contracts, other than for the payment of money, is **ten years**. Burns Ind. Code Ann. §34-11-2-11.
- The statute of limitations for action upon promissory notes, bills of exchange, or other written contracts for the payment of money executed after August 31, 1982 is **six years**. Burns Ind. Code Ann. §34-11-2-9.
- The statute of limitations for negligence is **two years**. Burns Ind. Code Ann. §34-11-2-4.

Iowa

- The statute of limitations for oral contracts is **five years**. Iowa Code §614.1(4).
- The statute of limitations for written contracts is **ten years**. Iowa Code §614.1(5).
- The statute of limitations for personal injuries is **two years**. Iowa Code §614.1(2).

Kansas

- The Kansas statute of limitations for oral contracts is **three years**. K.S.A. §60-512.
- The statute of limitations for written contracts is **five years**. K.S.A. §60-511.
- The statute of limitations for negligence is **two years**. K.S.A. §60-513(4).
- The statute of limitations for actions for libel, slander, assault, battery, malicious prosecution, false imprisonment, and statutory penalty or forfeiture is **one year**. K.S.A. §60-514.

Kentucky

- The statute of limitations for oral contracts is **five years**. KRS §413.120(1).
- The statute of limitations for actions for personal injuries against the builder of a home or other improvements is **five years**. KRS §413.120(14).
- The statute of limitations for written contracts is **fifteen years**. KRS §413.090.
- The statute of limitations for negligence is **one year**. KRS §413.140.
- The statute of limitations for actions for the taking, detaining or injuring personal property is **two years**. KRS §413.125.

Louisiana

- Louisiana refers to statutes of limitations as “liberative prescription,” which is defined as a mode of barring actions due to inaction for a period of time. La. C.C. Art. 3447. Contractual causes of action are termed “personal actions” in Louisiana.
- The liberative prescription for personal actions is **ten years**. La. C.C. Art. 3499.
- The liberative prescription for an action against a contractor or architect due to defects of construction, renovation, or repair of buildings and other works is **ten years**. La. C.C. Art. 3500.
- The liberative prescription for delictual (negligence) actions is **one year** from the injury date. La. C.C. Art. 3492.
- The liberative prescription period for actions to recover compensation for services rendered is **three years**. La. C.C. Art. 3494.

Maine

- The general statute of limitations in Maine for civil actions, including contract claims and negligence, is **six years** after the cause of action accrues. 14 M.R.S. §752.
- The statute of limitations for actions for malpractice or professional negligence against design professionals is **four years** after the malpractice or negligence is discovered. 14 M.R.S. § 752-A.

Maryland

- Maryland’s general statute of limitations provides that a civil action at law shall be filed within **three years** from the date it accrues. Md. Code. Ann., Cts. & Jud. Proc. §5-101.
- The statute of limitations for “specialties”, including contract under seal, bond except a public officer’s bond, judgment, or recognizance, is **twelve years** after the action accrues, or within twelve years from the date of the death of the last to die of the principal debtor or creditor, whichever is sooner. Md. Code. Ann., Cts. & Jud. Proc. §5-102.
- The statute of limitations for assault, libel, or slander is **one year** from the date it accrues. Md. Code. Ann., Cts. & Jud. Proc. §5-105.

Massachusetts

- The statute of limitations for contract claims is **six years**. M.G.L. ch. 260, §2.
- The statute of limitations for contracts under seal is **twenty years**. M.G.L. ch. 260, §1.
- The statute of limitations for tort actions is **three years**. M.G.L. ch. 260, §2A and M.G.L. ch. 260, §2B.

Michigan

- The statute of limitations for contract claims is **six years**. Mich. Comp. Laws §600.5807(8).
- The statute of limitations for assault, battery, or false imprisonment is **two years**. Mich. Comp. Laws §600.5805(2).
- The statute of limitations for actions to recover damages for death or injury of a person or property is **three years** from the time of death or injury. Mich. Comp. Laws §600.5805(10).
- Pursuant to Mich. Comp. Laws §600.5805(14), the statute of limitations for an action against a state licensed architect, professional engineer, land surveyor, or contractor based on an improvement to real property is governed by Mich. Comp. Laws §600.5839.
- No action may be made against a licensed architect, professional engineer, or contractor more than **six years** after the time of occupancy of the completed improvement, use or acceptance of the improvement, or **one year** after the defect is discovered. Mich. Comp. Laws §600.5839(1).

Minnesota

- The statute of limitations for various causes of action, including contract actions and tort resulting in personal injury is **six years**. Minn. Stat. §541.05, Subd. 1.
- However, the Minnesota statute of limitations and statute of repose for improvements to real property is governed by Minn. Stat. §541.051.
- No action in contract or tort to recover damages for injury to property or for bodily injury shall be brought against a design professional or contractor more than **two years** after discovery of the injury and no cause of action shall accrue more than **ten years** after substantial completion. Minn. Stat. §541.051, Subd. 1(a).
- If a cause of action accrues during the ninth or tenth year after substantial completion, an action to recover damages may be brought within two years after the date of accrual, but in no event may such an action be brought more than **twelve years** after substantial completion. Minn. Stat. §541.051, Subd. 2.

Mississippi

- The general statute of limitations for breach of contract and negligence in Mississippi is **three years**, pursuant to Miss. Code Ann. §15-1-49 which states the statute of limitations for "all actions for which no other period of limitation is prescribed is three years after the cause of action accrues".

- The statute of limitations for unwritten contracts is **three years**. Miss. Code Ann. §15-1-29.

Missouri

- The statute of limitations for contracts is **five years**. Mo. Rev. Stat. §516.120(1).
- The statute of limitations for injury to goods or person is **five years**. Mo. Rev. Stat. §516.120(4).
- The statute of limitations for an action upon any writing, whether sealed or unsealed, for the payment of money or property is **ten years**. Mo. Rev. Stat. §516.110.
- The statute of limitations for libel, slander, assault, battery, false imprisonment, criminal conversation, malicious prosecution is **two years**. Mo. Rev. Stat. §516.140.

Montana

- The statute of limitations for breach of an oral contract is **five years**. Mont. Code Ann. §27-2-202(2).
- The statute of limitations for breach of written contract is **eight years**. Mont. Code Ann. §27-2-202(1).
- The statute of limitations for tort actions is **three years**. Mont. Code Ann. §27-2-204.
- The statute of limitations for injury to or waste or trespass on real or personal property is **two years**. Mont. Code Ann. §27-2-207.

Nebraska

- The statute of limitations for oral contracts is **four years**. Neb. Rev. Stat. §25-206.
- The statute of limitations for written contracts is generally **five years**. Neb. Rev. Stat. §25-205.
- The statute of limitations for negligence is **four years**. Neb. Rev. Stat. §25-207.
- The statute of limitations for actions based on professional negligence is **two years** after the alleged act or omission in rendering the professional services; however, if the cause of action is not discovered or could not be reasonably discovered within the two-year period, then the action may be commenced within one year from the date of such discovery or from the date of discovery of facts that would reasonably lead to the discovery, but in no event may any action be brought more than **ten years** after the date of rendering the professional services which is the basis for the cause of action. Neb. Rev. Stat. §25-222.

Nevada

- The statute of limitations for written contract is **six years**. Nev. Rev. Stat. §11.190(1).

- The statute of limitations for oral contract is **four years**. Nev. Rev. Stat. §11.190(2).
- In general, the statute of limitations for negligence is governed by Nev. Rev. Stat. §11.220, which states that an action for relief “not otherwise provided for” must be commenced within **four years** after accrual.

New Hampshire

- New Hampshire has a general three-year statute of limitations for personal claims. Pursuant to N.H. Rev. Stat. Ann. §508.4, all personal actions must be brought within **three years** of the act or omission complained of, except that when the injury and its causal relationship to the act or omission were not discovered and could not reasonably have been discovered at the time of the act or omission, the action shall be commenced within three years of the time the claimant discovers or reasonably should have discovered, the injury and its causal relationship to the act or omission complained of.
- Pursuant to N.H. Rev. Stat. Ann. §508.5, the statute of limitations for contracts under seal is **twenty years**.

New Jersey

- The statute of limitations for contracts in private disputes is **six years**. N.J. Stat. Ann. §2A:14-1.
- The statute of limitations governing actions against the State is governed by N.J. Stat. §59:13-5 and provides that the claimant must file a notice of claim for breach of contract within 90 days of accrual of the claim and file suit within **two years** of accrual of the claim or within **one year** after completion of the contract giving rise to the claim, whichever is later.
- Contrastingly, pursuant to N.J. Stat. §2A:14-1.2, the statute of limitations for any civil action filed by the State is **ten years** after the cause of action accrues.
- The statute of limitations for negligence claims for injuries to real or personal property is **six years**. N.J. Stat. Ann. §2A:14-1.
- The statute of limitations for negligence claims for personal injury is **two years**. N.J. Stat. Ann. §2A:14-2.

New Mexico

- The statute of limitations for unwritten contracts and injury to property is **four years**. N.M. Stat. Ann. §37-1-4.
- The statute of limitations for written contracts is **six years**. N.M. Stat. Ann. §37-1-3.
- The statute of limitations for injuries to person or to reputation of persons is **three years**. N.M. Stat. Ann. §37-1-8.
- New Mexico also has specific statute of limitations addressing actions against cities, towns, villages and officers thereof. See, N.M. Stat. Ann. §37-1-23 and 37-1-24.

New York

- The statute of limitations for contracts is **six years**. N.Y. C.P.L.R. 213.
- The statute of limitations for negligence and professional malpractice claims (regardless of whether the underlying theory is based in contract or tort) is **three years**. N.Y. C.P.L.R. 214.

North Carolina

- The statute of limitations for contracts is generally **three years**. N.C. Gen. Stat. §1-52(1).
- The statute of limitations for an action against a local unit of government upon a contract is **two years**. N.C. Gen. Stat. §1-53.
- The statute of limitations for negligence is **three years**. N.C. Gen. Stat. §1-52(16).
- The statute of limitations for professional malpractice is **three years**. N.C. Gen. Stat. §1-15.

North Dakota

- The statute of limitations for contracts is **six years**. N.D. Cent. Code §28-01-16(1).
- The statute of limitations for negligence is **six years**. N.D. Cent. Code §28-01-16(5).
- The statute of limitations for professional malpractice is **two years**. N.D. Cent. Code §28-01-18.

Ohio

- The statute of limitations for contracts not in writing is **six years** after the cause of action accrued. Ohio Rev. Code Ann. §2305.07.
- The statute of limitations for written contracts is **fifteen years** after the cause of action accrued. Ohio Rev. Code Ann. §2305.06.
- The statute of limitations for personal injury and property damages is **two years** after the cause of action accrued. Ohio Rev. Code Ann. §2305.10.
- The statute of limitations for certain torts, including trespass, recovery of personal property, fraud, injury to the plaintiff's rights not arising on contract or enumerated in other statutes, and regulatory taking of real property is **four years** after the cause of action accrued. Ohio Rev. Code §2305.09.
- The statute of limitations for malpractice (other than upon a medical, dental, optometric, or chiropractic claim) is **one year** after the cause of action accrued. Ohio Rev. Code Ann. §2305.11(A).

Oklahoma

- The statute of limitations for written contract is **five years**. Okla. Stat. tit. 12, §95(1).
- The statute of limitations for contracts not in writing is **three years**. Okla. Stat. tit. 12, §95(2).

- The statute of limitations for negligence is **two years**. Okla. Stat. tit. 12, §95(3).

Oregon

- The statute of limitations for contracts is **six years**. Or. Rev. Stat. §12.080.
- The statute of limitations for intentional torts, and any injury to the person not arising on contract, is **two years**. Or. Rev. Stat. §12.110.
- The statute of limitations for claims against architects, landscape architects, or engineers, regardless of legal theory, is **two years** from the date the injury or damage is first discovered or reasonably should have been discovered. Or. Rev. Stat. §12.135(2).

Pennsylvania

- The statute of limitations for contracts is **four years**. 42 Pa. C.S. §5525.
- The statute of limitations for negligence is **two years**. 42 Pa. C.S. §5524.

Rhode Island

- The Rhode Island general statute of limitations for civil actions not otherwise limited is **ten years**. R.I. Gen. Laws §9-1-13.
- The statute of limitations for contracts or liabilities under seal is **twenty years**. R.I. Gen. Laws §9-1-17.
- The statute of limitations for injury to the person is **three years**. R.I. Gen. Laws §9-1-14.

South Carolina

- The statute of limitations for contracts is **three years**. S.C. Code Ann. §15-3-530(1).
- The statute of limitations for torts is **three years**. S.C. Code Ann. §15-3-530.
- Actions initiated under Section 15-3-530(5) (actions for assault, battery, or any injury to the person not arising on contract and not enumerated by law) must be commenced within **three years** after the person knows or reasonably should have known he had a cause of action. S.C. Code Ann. §15-3-535.

South Dakota

- The statute of limitations for contracts is **six years**. S.D. Codified Laws §15-2-13.
- The statute of limitations for personal injury is **three years**. S.D. Codified Laws §15-2-14.

Tennessee

- The statute of limitations for property tort actions is **three years**. Tenn. Code Ann. §28-3-105.
- The statute of limitations for personal tort actions is **one year**. Tenn. Code Ann. §28-3-104.
- The statute of limitations for contracts is generally **six years**. Tenn. Code Ann. §28-3-109.

Texas

- The statute of limitations for contracts is **four years**. Tex. Civ. Prac. & Rem. Code §16.004.
- The statute of limitations for negligence is **two years**. Tex. Civ. Prac. & Rem. Code §16.003.

Utah

- The statute of limitations for written contracts is **six years**. Utah Code Ann. §78-12-23.
- The statute of limitations for contracts not in writing is **four years**. Utah Code Ann. §78-12-25(1).
- The statute of limitations for “relief not otherwise provided for by law” is **four years**. Utah Code Ann. §78-12-25(3).

Vermont

- Vermont has a general **six-year** statute of limitations for civil actions. 12 V.S.A. §511.
- The statute of limitations for assault, battery, false imprisonment, slander, libel, personal injury or damage to real property caused by the act or default of another person is **three years**. 12 V.S.A. §512.
- The statute of limitations for specialties (contracts under seal) is **eight years**. 12 V.S.A. §507.

Virginia

- The statute of limitations for contracts not in writing is **three years**. Va. Code Ann. §8.01-246(4).
- The statute of limitations for written contract is **five years**. Va. Code Ann. §8.01-246(2).
- The statute of limitations for personal injuries is **two years**. Va. Code Ann. §8.01-243.A.

Washington

- The statute of limitations for unwritten contracts is **three years**. Rev. Code Wash. (ARCW) §4.16.080.
- The statute of limitations for written contracts is **six years**. Rev. Code Wash. (ARCW) §4.16.040.

- The statute of limitations for negligence is **three years**. Rev. Code Wash. (ARCW) §4.16.080

West Virginia

- The statute of limitations for an action to recover money on a written contract is **ten years**. W. Va. Code §55-2-6.
- The statute of limitations for an action to recover money on an oral contract is **five years**. W. Va. Code §55-2-6.
- The statute of limitations for personal actions for damage to property and personal injuries is **two years**. W. Va. Code §55-2-12.

Wisconsin

- The statute of limitations for contracts is **six years**. Wis. Stat. §893.43.
- The statute of limitations not arising on contract to recover damages for injury to real or personal property is **six years**. Wis. Stat. §893.52.
- The statute of limitations to recover damages for injuries to the person is **three years**. Wis. Stat. §893.54.

Wyoming

- The statute of limitations for written contracts is **ten years**. Wyo. Stat. §1-3-105(a)(i).
- The statute of limitations for contracts not in writing is **eight years**. Wyo. Stat. §1-3-105(a)(ii)(A).
- The statute of limitations for ordinary negligence is **four years**. Wyo. Stat. §1-3-105(a)(iv)(C).
- The statute of limitations for professional negligence is **two years** from the date of the alleged act, error, or omission. Wyo. Stat. §1-3-107.

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