

Statutes of Limitation by State

Alabama

Contracts under seal: 10 years (A.C. 6-2-33)

Contracts not under seal; actions on account stated and for detention of personal property or conversion: 6 years (A.C. 6-2-34)

Sale of goods under the UCC: 4 years (A.C. 7-2-725)

Open accounts: 3 years (A.C. 6-2-37)

Actions to recover charges by a common carrier and negligence actions: 2 years (A.C. 6-2-38)

Actions based on fraud: 2 years (A.C. 6-2-3)

Alaska

Action on a sealed instrument: 10 years (A.S. 09.10.40)

Action to recover real property: 10 years (A.S. 09.10.30)

Action upon written contract: 3 years (A.S. 09.10.55) NOTE: prior to 8/7/97 - the statute of limitations for written contracts was six years.

Action upon contract for sale: 4 years (A.S. 45.02.725) NOTE: limitations by agreements may be reduced, but not less than one year (A.S. 45.02.725).

Arizona

Written contracts: 6 years, runs from the date the account is at least 120 days past due.

Oral debts, stated or open accounts: 3 years.

Actions for fraud or mistake: 3 years from the date of the discovery of the fraud or mistake.

Actions involving fiduciary bonds, out of state instruments and foreign judgments: 4 years. NOTE: Arizona applies its own statute of limitations to foreign judgments rather than that of the state that originally rendered the judgment whether the judgment is being domesticated under the Uniform Enforcement of Foreign Judgments Act or pursuant to a separate action on the foreign judgment.

NOTE: An Arizona judgment must be renewed within five years of the date of the

judgment.

Arkansas

Written contracts: 5 years. NOTE: Partial payment or written acknowledgement of default reactivates this statute of limitations. (A.C.A. 16-56-111).

Unwritten contracts: 3 years (A.C.A. 16-56-105)

Breach of any contract for the sale of goods covered by the UCC: 4 years (A.C.A. 4-2-725)

Medical debts: 2 years from date of last activity. (A.C.A. §16-56-106)

Negligence actions: 3 years after the cause of action. (A.C.A. §16-56-105)

California

Written agreements: 4 years, calculated from the date of breach.

Oral agreements: 2 years. NOTE: The statute of limitation is terminated only if the debtor makes a payment on the account after the expiration of the applicable limitations period.

Colorado

Domestic and foreign judgments: 6 years. NOTE: May be renewed every six years. But, if for child support, maintenance or arrears the judgment (lien) stays in effect for the life of the judgment without the necessity of renewal every six years.

All contract actions, including personal contracts and actions under the UCC: 3 years (C.R.S. 13-80-101), except as otherwise provided in 13-80-103.5; All claims under the Uniform Consumer Credit Code, except sections 5-5-201(5); All actions to recover, detain or convert goods or chattels, except as otherwise provided in section 13-80-103.5.

Connecticut

Written contact, or on a simple or implied contract: 6 years (CGS 52-576)

Oral contract, including any agreement wherein the party being charged has not signed a note or memorandum: 3 years (CGS §52-581)

Delaware

Written contracts: 3 years

Oral contracts: 2 years

Sales under the UCC: 4 years

Miscellaneous documents under seal: No limitation.

District of Columbia

Contract, open account or credit card account: 3 years from the date of last payment or last charge. NOTE: An oral promise to pay reactivates the three years.

Contracts under seal: 12 years

UCC Sales of Goods: 4 years

Florida

Contract or written instrument and for mortgage foreclosure: 5 years (F.S. 95.11.)

Libel, slander, or unpaid wages: 2 years

Judgments: 10 years as a lien on any real property. NOTE: the judgment may be renewed for a second 10 years period.

The limitations period begins from the date the last element of the cause of action occurred. (95.051) NOTE: The limitation period is tolled (stopped) for any period during which the debtor is absent from the state and each time a voluntary payment is made on a debt arising from a written instrument.

Almost all other actions fall under the 4-year catch-all limitations period. (F.S. 95.11(3)(p))

Georgia

Breach of any contract for sale: 4 years (OCGA 11-2-725) NOTE: Parties may reduce limitation to not less than one year, but not extend it. A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach.

Contract, including breach of warranty or indemnity: 4 years (OCGA 11-22A-506) NOTE: The parties may reduce the period to one year.

Written contract: 6 years from when it becomes due and payable and the six (6) year period runs from the date of last payment. (OCGA 9-3-24)

Open account; implied promise or undertaking: 4 years (OCGA 9-3-25)

Bonds or other instruments under seal: 20 years (OCGA 9-3-23) NOTE: No instrument is considered under seal unless it's stated in the body of the instrument.

Hawaii

Breach of contract for sale under the UCC: 4 years.

Contract, obligation or liability: 6 years.

Judgments: 10 years, renewable if an extension is sought during the 10 years.

NOTE: The limitation period is tolled (stopped) for any period during which the debtor is absent from the state or during the time that an action is stayed by injunction of any court.

Idaho

Breach of contract for sale under the UCC: 4 years

Written contract or liability: 5 years

Contract or liability that is not written: 4 years. NOTE: The time period begins as of the date of the last item, typically a payment or a charge under a credit card agreement. A written acknowledgement or new promise signed by the debtor is sufficient evidence to cause the relevant statute of limitations to renew. Any payment of principal or interest is equivalent to a new promise in writing to pay the residue of the debt.

Judgments: 5 years but may be renewed for another five-year period. NOTE: An independent action on a judgment of any court of the United States must be brought within 6 years.

NOTE: The limitation period is tolled (stopped) for any period during which the debtor is absent from the state or during the time that an action is stayed by injunction or by statutory prohibition action.

Illinois

Breach of contract for sale under the UCC: 4 years

Open account or unwritten contract: 5 years. NOTE: Except, as provided in (810 ILCS 5/2-725 (UCC)), actions based on a written contract must be filed within 10 years, but if a payment or new written promise to pay is made during the 10 year period, then the action may be commenced within 10 years after the date of the payment or promise to pay.

Domestic judgments: 20 years, but can be renewed during that 20-year period.

Foreign judgments are the same time as allowed by the laws of the foreign jurisdiction.

Tolling: A person's absence from the state or during the time that an action is stayed by injunction, court order or by statutory prohibition tolls the time limit.

Non Sufficient Funds (NSF or Payment of Negotiable Instruments) checks: 3 years of the dishonor of the draft or 10 years after the date of the draft, whichever expired first (810 ILCS 5/3-118)

Indiana

Breach of contract for sale under UCC: 4 years

Unwritten accounts or contracts and promissory notes or written contracts for payment of money executed after August 31, 1982: 6 years

Written contracts unrelated to the payment of money: 10 years

Written acknowledgement or new promise signed by the debtor, or any voluntary payment on a debt, is sufficient evidence to cause the relevant statute of limitations to begin running anew.

Judgments: 10 years unless renewed.

Iowa

Written contracts: 10 years from breach.

Unwritten contracts: 5 years from breach.

Open account: 5 years from last charge, payment, or admission of debt in writing.

Demand NOTE: 10 years from date of note.

Judgments: 20 years. NOTE: An action brought on a judgment after nine years but not more than ten years can be brought to renew the judgment.

Kansas

Written agreement, contract or promise: 5 years

Expressed or implied but not written contracts, obligations or liabilities: 3 years

Relief on the grounds of fraud: 2 years

Kentucky

Recovery of real property: 15 years (KRS 413.0 10)

Judgment, contract or bond: 15 years (KRS 413.110)

Breach of sales contract: 4 years (KRS 355.2-725)

Contract not in writing: 5 years (KRS413.120)

Action on check, draft or bill of exchange: 5 years (KRS 413.120)

Action for fraud or mistake: 5 years (KRS 413.120)

Actions not provided for by statute: 10 years (KRS 413.160)

Louisiana

Contracts: 10 years

Open accounts: 3 years

Lawsuits, which are filed but not pursued, become null three years after the last action taken

Judgment: 10 years, and if not renewed within the ten years become a nullity.

Maine

Generally all civil actions must be commenced within 6 years after the cause of action accrues. (14 M.R.S.A. 752)

The primary exception is for liabilities under seal, promissory notes signed in the presence of an attesting witness, or on the bills, notes or other evidences of debt issued by a bank, in which case, the limitation is twenty (20) years after the cause of action accrues. (14 M.R.S.A. 751)

Judgments are presumed paid after twenty (20) years. (14 M.R.S.A. 864)

Maryland

Civil action: 3 years from the date it accrues, unless:

Breach of contract under any sale of goods and services under the UCC: 4 years after the cause of action, even if the aggrieved party is unaware of the breach.

Promissory notes or instruments under seal, bonds, judgments, recognizance, contracts under seal, or other specialties: 12 years.

Financing statement: 12 years, unless a continuation statement is filed by a secured party six (6) months prior to end of twelve (12) year period. (Maryland, Commercial Law article Sec. 2-725; Courts & Judicial Proceedings Article Sec. 5-101-02, 9-403).

NOTE: The 3 year statute of limitations begins again if creditors can document that a debtor has reaffirmed a debt by a good faith basis by a written agreement, orally, or by payment.

Massachusetts

Debt instruments issued by banks, Contract under seal: 20 years

Judgments: 20 Years

Oral or Written Contracts: 6 Years

Consumer Protection Actions: 4 Years

Recovery of Property: 3 Years

Probate Claims: 1 Year from date of death

Claims on mortgage notes following foreclosure or on claims junior to a foreclosed mortgage: 2 Years

Michigan

Breach of Contract: 6 years (MCL 600.5807(8))

Breach of Contract for Sale of goods under the UCC: 4 years including deficiency actions following repossession and sale of goods subject to a security interest ((MCL 440.2725(1))

Judgments: 10 years, but are renewable by action for another 10 years ((MCL.600.5809 (3))

Minnesota

Breach of contract for sale under the UCC: 4 years (MSA 336.2.)

NOTE: Except where the Uniform Commercial Code otherwise prescribes, actions based on a contract or other obligation, express or implied, must be brought within 6 years after the cause of action occurred (Chapter 541).

NOTE: The statute of limitations begins again if creditors can document that a debtor has reaffirmed a debt by a good faith basis by a written agreement, orally, or by payment.

Judgments: 10 years

Mississippi

Contracts and Promissory Notes: 3 years (MCA 75-3-118, 75-2-725, and 15-1-49)

Open Accounts: 3 years from the date at which time the items on the account became due and payable (MCA 15-1-29 & MCA 15-1-31)

Judgment liens on real estate: 7 years, but can be renewed by filing suit to renew judgment prior to expiration of 7th year (MCA 15-1-47)

Deficiency claims: 1 year from sale of collateral (MCA 15-1-23)

Enforcement of construction liens: 1 year from date lien is filed (MCA 85-7-141)

Missouri

Written agreement that contemplates the payment of money or property: 10 Years (Mo.Rev. Stat. §516.11 0). NOTE: Under certain circumstances, the contractual statute of limitations may be reduced to five years.

Open accounts: 5 years (Mo. Rev. Stat. §516.120)

Sale of goods under the UCC: 4 years. NOTE: The statute begins to run from the date when the breach occurred for contracts and from the time of the last item in the account on the debtor's side for actions on accounts.

Montana (MCA Title 27, Chapter 2)

Written contract, obligation or liability: 8 years

Contract, account or promise that is not based on a written instrument: 5 years

Obligation to provide a certain level of support for a spouse, child or indigent parent: 2 years

Obligation or liability, other than a contract, account or promise not based on a written instrument: 3 years

Relief on the grounds of fraud or mistake: 2 years

NOTE: A written acknowledgement signed by the debtor or any payment on a debt is sufficient evidence to cause the relevant statute of limitations to begin running anew.

Judgment or decree of any U.S. court: 10 years. NOTE: Judgments rendered in a court not of record: 6 years.

Nebraska

Real estate or foreclosure mortgage actions; product liability; 10 years

Foreign judgments, contract or promise in writing, express or implied: 5 Years

Unwritten contract, express or implied; Recovery of personal property; Relief on grounds of fraud; breach of contract for sale of goods; and open account: 4 years

Liability created by federal statute with no other limitation: 3 years. Malpractice: 2 Years

NOTE: Statute of limitations can be interrupted by partial payment or written acknowledgement of debt. The statute starts to run anew from the date of the partial payment or written acknowledgement, (Neb. Rev. Stat. §25-216)

NOTE: Actions on breach of contract for sale may be reduced to not less than one year.

Nevada

Written contract: 6 years

Verbal contract: 4 years

Property damage: 3 years

Personal injury: 2 years

New Hampshire

Contracts and open accounts: 3 years (RSA 508:4)

Contracts for the sale of goods under UCC: 4 years (RSA 382-A: 2-725)

Notes, defined as negotiable instruments: 6 years (RSA 382-A: 3-118)

Judgments, recognizance, and contracts under seal: 20 years (RSA 508:5)

Notes secured by a mortgage: 20 years and applies even if the mortgage has been foreclosed (RSA 508:6)

NOTE: Installment loans allow for separate measurement of the statutory period as each separate payment comes due, unless the loan has been accelerated.

New Jersey

Conversion of an instrument for money: 3 years (N.J.S.A.12A: 3-118(g))

Sale of goods under the UCC: 4-years (N.J.S.A. 12A; 2-725)

Real or personal property damage, recovery and contracts not under seal: 6 years (N.J.S.A. 2A: 14-1)

Demand Notes when no demand is made: 10 years. If demand made: 6 years from date of demand, (12A: 3-118(b))

Obligations under seal for the payment of money only, except bank, merchant, finance company or other financial institution: 16 years (N.J.S.A. 2A: 14-4). Actions for unpaid rent if lease agreement is under seal (N.J.S.A. 2A: 14-4)

Real estate: 20 years, (N.J.S.A. 2A: 14-7)

Judgments: 20 years but renewable (2A: 14-5)

Foreign judgments: 20 years unless period in originating jurisdiction is less (2A: 14- 5)

Unaccepted drafts: 3 years from date of dishonor or 10 years from date of draft, whichever expires first (12A: 3-118(c))

New Mexico

Contract in writing: 6 years. NOTE: any contract for the sale of personal property is 4 years or the last payment, whichever is later.

All other creditor-debtor transactions are 4 years after accrual of the right to sue.

NOTE 1: An action accrues on the first date on which the creditor can sue for a breach or for relief, generally from the last purchase or the last payment.

NOTE 2: If the limitations period has expired, an acknowledgment or payment starts the period running again.

Judgments: 14 years.

New York

N. Y. Civil Practice Law and Rules: Chapter Eight of the Consolidated Laws, Article 2 - Limitations of Time.

211. Actions to be commenced within twenty years. (a) On a bond. (b) On a money judgment. (c) By state for real property. (d) By grantee of state for real property. (e) For support, alimony or maintenance.

212. Actions to be commenced within ten years. (a) Possession necessary to recover real property. (b) Annulment of letters patent. (c) To redeem from a mortgage.

213. Actions to be commenced within six years: where not otherwise provided for; on contract; on sealed instrument; on bond or note, and mortgage upon real property; by state

based on misappropriation of public property; based on mistake; by corporation against director, officer or stockholder; based on fraud.

213-a. Actions to be commenced within four years; residential rent overcharge.

213-b. Action by a victim of a criminal offense.

214. Actions to be commenced within three years: for non- payment of money collected on execution; for penalty created by statute; to recover chattel; for injury to property; for personal injury; for malpractice other than medical or dental malpractice; to annul a marriage on the ground of fraud.

UCC, Section 2--725. Statute of Limitations in Contracts for Sale. (1) An action for breach of any contract for sale must be commenced within four years after the cause of action has accrued. By the original agreement the parties may reduce the period of limitation to not less than one year but may not extend it. (2) A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach. Contract for lease of goods: 4 years (N. Y. U.C.C. 2-A-506(1)).

S 203. Method of computing periods of limitation generally. (a) Accrual of cause of action and interposition of claim. The time within which an action must be commenced, except as otherwise expressly prescribed, shall be computed from the time the cause of action accrued to the time the claim is interposed.

North Carolina

Express or implied contract, not under seal: 3 years

Contract and sale of personal property under seal: 10 years

Open account: 3 years. NOTE: Each payment renews the statute of limitations on all items purchased within the 3 years prior that payment. If no payment is made, the Statute of limitations runs from date of each individual charge. Contracts: From date of breach or default, unless waived or performance under the contract is continued.

Judgments: 10 years NOTE: Partial payment before the statute of limitations expires renews the statute of limitations from date of payment.

North Dakota

Breach of contract for sale under the UCC: 4 years

All other actions based on a contract, obligation or liability, express or implied: 6 years

NOTE: A new written acknowledgement or promise or voluntary payment on a debt revives the statute of limitations for the debt.

Judgments: 10 years

Ohio Statutes

Written or oral account: 6 years (O.R.C. §2305.07)

Written contract: 15 years (O.R.C. §2305.06)

Oral contract: 6 years (O.R.C. §2305.07)

Demand note: 6 years after the date on which demand is made or 10 years if no demand is made and neither principal nor interest has been paid over that time (O.R.C. §1303.16(B))

Dishonored check or draft: 3 years after dishonor (O.R.C. §1303.16 (C))

Oklahoma

Written Contract: 5 Years (O.S. § 95(1))

Oral Contract: 3 Years (O.S. § 95(2))

Attachments: 5 Years (O.S. § 95(5))

Domestic Judgment: 5 Years (O.S. § 95(5))

Foreign Judgment: 3 Years (O.S. § 95(2))

Oregon

Unlawful trade practices: 1 year (ORS 646.638(5))

NOTE: There is no statute of limitations for a cause of action brought as a counterclaim to an action by the seller (ORS 646.638(6))

Contract or liability: 6 years (ORS 12.080)

Judgment: 10 years (ORS 12.070)

Pennsylvania

Contracts: 4 years

Contracts under seal: 20 years

Sale of goods under UCC: 4 years

Negotiable instruments: 6 years (13 PA C.S.A. .§3118)

Rhode Island

Contracts and open accounts: 10 years (9-1-13(a))

Breach of a sales agreement under the UCC: 4 years (6A-2-725(1))

Contracts or liabilities under seal and judgments: 20 years (9-1-17)

Hospital liens: 1 year from payment (9-3-6)

Against insurer to enforce repairer's lien: 1 year from payment to insured (9-3-11)

Support obligations of common law father: 6 years (15-8-4)

Mechanic's lien: notice given is one year and one hundred twenty days, (34-28-10. 10).

South Carolina

Breach of Contract: 3 years (SCCLA 15-3-530)

NOTE: A partial payment or acknowledgment in writing tolls the Statute of limitations (SCCLA 15-3-30)

Foreign or Domestic Judgments: 10 years (SCCLA 15-3-600)

South Dakota

Contract: 6 years (SDCL 15-2-13)

Domestic Judgments: 20 Years (SDCL 15-2-6)

Foreign Judgments: 10 Years (SDCL 15-2-8)

Claims of Fraud: 6 Years (SDCL 15-2-13)

Sealed Instrument: (except real estate): 20 Years (SDCL 15-2-6)

Actions not otherwise provided for: 10 Years (SDCL 15-2-8)

Open Accounts: 6 Years (SDCL 15-2-13)

Sale of Goods: 4 Years (SDCL57A-2-725)

Tennessee

Breach of contract: 6 years (T. C.A. 28-3-109)

Open accounts: 6 Years (T. C.A. 28-3-109)

Domestic or foreign judgments: 10 years (T .C.A. 28-3-110)

Texas

Contract: 4 years

Claims of Fraud: 6 Years (SDCL 15-2-13)

Utah

Any signed, written contract, obligation or liability: 6 years

Unwritten contract, obligation or liability: 4 years

Open account for goods, wares, merchandise, and services rendered or for the price of any article charged on a store account: 4 years

NOTE: A written acknowledgement signed by the debtor revives the Statute of limitations.

Judgment or decree of any court or State of the United States: 8 years

Virginia

Open account: 3 years from the last payment or last charge for goods or services rendered on the account.

Written contracts (non-UCC): 5 years

Sale of goods under the UCC: 4 years

Virginia Judgments: 10 years and renewable (extended) to 20 years

Foreign judgments: 10 years

Vermont

Contracts and goods on account: 6 years

Witnessed promissory notes: 14 years

Washington

Written contracts and accounts receivable: 6 years (RCW 4.16.040)

Oral contract: 3 years (RCW 4.16.080)

Recovery of property and judgments: 10 years (RCW 4.16.020)

West Virginia

Unwritten and implied contracts: 5 years (W. Va. Code 55-2-6 (1923))

NOTE: If a debtor makes an acknowledgment by a new promise, or voluntarily makes a partial payment on a debt, under circumstances that warrant a clear inference that the debtor recognizes the whole debt, the statute of limitations is revived and begins to run from the date of the new promise (W. Va. Code §55 -2-8)

Breach of a sale of goods, lease of goods, negotiable instruments and secured transactions under the UCC, is found Article 46 of the West Virginia Code.

Wisconsin

Contracts, professional services, or an open account based on a contract: 6 years

NOTE: Payments made toward the obligation toll the statute and the time period will then run from the date of last payment or last charge by the debtor, whichever occurs later.

Wyoming

Any contract, agreement or promise in writing: 10 years (WS 1-3-105(a)(i))

Unwritten contract, express or implied: 8 years (WS 1-3-105(a)(ii))

Recovery of personal property: 4 years (WS 1-3-1 05 (a) (iv))

Dishonor of draft (check): 3 years (WS 34.1-3-118(c))

Judgment: 21 years

NOTE: Judgments cannot be revived after twenty-one years unless the party entitled to bring the action was a minor or subject to any other legal disability at the time the judgment became dormant, in this case action may be brought within 15 years after disability ceases (WS 1-16-503)

NOTE: If no execution is issued within 5 years from date of judgment or last execution is issued, the judgment becomes dormant and ceases to operate as a lien on the estate of the debtor (WS 1-17-307)

NOTE: A dormant judgment may be revived in the same manner as prescribed for reviving actions before judgment or by action (WS 1-16-502)