



Supreme Court of Ohio Upholds Enforceability of “Pay-if-Paid” Provisions Between Contractors and Subcontractors

JULY 2014

On July 17, 2014, the Supreme Court of Ohio reaffirmed the enforceability of “pay-if-paid” provisions in construction contracts. These provisions condition payment from the general contractor to its subcontractor on the receipt of payment from the owner. In doing so, the Court also approved specific language that should be used when drafting these provisions. Read more in the Client Alert [here](#).

This Client Alert has been prepared by Tucker Ellis LLP for the use of our clients. Although prepared by professionals, it should not be used as a substitute for legal counseling in specific situations. Readers should not act upon the information contained herein without professional guidance.

© 2026 Tucker Ellis LLP, All rights reserved.