



CHAPTER 6

ARTICLE 3 - CIVIL ACTIONS AND PROCEEDINGS

N.C.G.S. § 6-21.6.

Reciprocal attorneys' fees provisions in business contracts.

SOURCE	LAST AMENDMENT IN THIS TEXT	RETRIEVED	SOURCE FINGERPRINT
General Statutes of North Carolina, as published by the General Assembly	No amendment history on record	21 September 2026, 05:36 UTC	59ebab00c68bebf4505100c5 - e254d2cde9b331fb45166eba - b759502814902cd6

§ 6-21.6(a)

As used in this section, the following definitions apply:

- (1) Business contract. - A contract entered into primarily for business or commercial purposes. The term does not include a consumer contract, an employment contract, or a contract to which a government or a governmental agency of this State is a party.
- (2) Consumer contract. - A contract entered into by one or more individuals primarily for personal, family, or household purposes.
- (3) Employment contract. - A contract between an individual and another party to provide personal services by that individual to the other party, whether the relationship is in the nature of employee-employer or principal-independent contractor.
- (4) Reciprocal attorneys' fees provisions. - Provisions in any written business contract by which each party to the contract agrees, in the manner set out in subsection (b) of this section, upon the terms and subject to the conditions set forth in the contract that are made applicable to all parties, to pay or reimburse the other parties for attorneys' fees and expenses incurred by reason of any suit, action, proceeding, or arbitration involving the business contract.

§ 6-21.6(b)

Reciprocal attorneys' fees provisions in business contracts are valid and enforceable for the recovery of reasonable attorneys' fees and expenses only if all of the parties to the business contract sign the contract by hand or with one of the following:

- (1) An electronic signature, as defined in G.S. 66-312, if the party's electronic signature originates from an affirmative action on the part of the party to evidence acceptance and execution such as typing the party's signature or writing the party's signature with a finger or stylus on a touchscreen to indicate acceptance and execution.
- (2) A manual signature that is delivered by an electronic reproductive image thereof.

§ 6-21.6(c)

If a business contract governed by the laws of this State contains a reciprocal attorneys' fees provision, the court or arbitrator in any suit, action, proceeding, or arbitration involving the business contract may award reasonable attorneys' fees in accordance with the terms of the business contract. In determining reasonable attorneys' fees and expenses under this section, the court or arbitrator may consider all relevant facts and circumstances, including, but not limited to, the following:

- (1) The amount in controversy and the results obtained.
- (2) The reasonableness of the time and labor expended, and the billing rates charged, by the attorneys.
- (3) The novelty and difficulty of the questions raised in the action.
- (4) The skill required to perform properly the legal services rendered.
- (5) The relative economic circumstances of the parties.
- (6) Settlement offers made prior to the institution of the action.
- (7) Offers of judgment pursuant to G.S. 1A-1, Rule 68, and whether judgment finally obtained was more favorable than these offers.
- (8) Whether a party unjustly exercised superior economic bargaining power in the conduct of the action.
- (9) The timing of settlement offers.
- (10) The amounts of settlement offers as compared to the verdict.
- (11) The extent to which the party seeking attorneys' fees prevailed in the action.
- (12) The amount of attorneys' fees awarded in similar cases.
- (13) The terms of the business contract.

§ 6-21.6(d)

Reasonable attorneys' fees and expenses are not governed by (i) any statutory presumption or provision in the business contract providing for a stated percentage of the amount of the attorneys' fees or (ii) the amount recovered in other cases in which the business contract contains reciprocal attorneys' fees provisions.

§ 6-21.6(e) Nothing in this section makes valid or invalid attorneys' fees provisions in consumer contracts or in any note, conditional sale contract, or other evidence of indebtedness that is otherwise governed by G.S. 6-21.2. If the business contract is also a note, conditional sale contract, or other evidence of indebtedness that is otherwise governed by G.S. 6-21.2, then the parties that are entitled to recover attorneys' fees and expenses may elect to recover attorneys' fees and expenses either under this section or G.S. 6-21.2 but may recover only once for the same attorneys' fees and expenses.

§ 6-21.6(f) In any suit, action, proceeding, or arbitration primarily for the recovery of monetary damages, the award of reasonable attorneys' fees shall not exceed the amount in controversy.

§ 6-21.6(g) Nothing in this section makes valid or invalid attorneys' fees provisions in a contract of insurance governed by Chapter 58 of the General Statutes. (2011-341, s. 2; 2015-264, s. 32.5; 2025-25, s. 43.)

END OF SECTION TEXT

APPARATUS FOLLOWS — DERIVED, NOT ENACTED

APPARATUS II
3 AUTHORITIES

Authorities referenced

Every G.S. cross-reference appearing in the text of this section, in order of first appearance. Nothing is characterized; the operative language is quoted from the section itself.

REFERENCE	APPEARS IN	OPERATIVE LANGUAGE IN THIS SECTION
G.S. 66-312	(b)(1)	"An electronic signature, as defined in"
G.S. 1A-1	(c)(7)	"Offers of judgment pursuant to"
G.S. 6-21.2	(e)	"indebtedness that is otherwise governed by"

APPARATUS III

Citation

FULL SECTION

N.C. Gen. Stat. § 6-21.6 (2026).

PINPOINT

N.C. Gen. Stat. § 6-21.6(a) (2026).

Pinpoint keys are set in the left margin of the text rather than line numbers: subsection designators are stable across editions and paper sizes, line numbers are not.

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