

Disclaimer: *The only purpose of this sample contract is to serve as an educational example of the contract terms that are required by ORS 701.305. It does not constitute legal advice, nor does it substitute for legal advice. You should not rely on this sample contract when determining whether your contract is valid, complete, sufficient or enforceable*

Contract for Construction Work

This is a contract for construction work to be performed by **Valley Manufactured Home Service** for _____ (“HOMEOWNER”) made this _____ day of _____.

Information

Valley Manufactured Home Service is a construction company licensed by the Construction Contractors Board under license No. 159966.

Valley Manufactured Home Service is located at 10 E. South Stage Rd. #55 Medford, Oregon 97501.

Valley Manufactured Home Service’s phone is (541) 761-2072.

HOMEOWNER’s name and address are:

[Insert name, address and phone number.]

The work site is located at:

[Insert address or location of job site.]

Scope of Work

Valley Manufactured Home Service shall perform the following work for HOMEOWNER:

[Insert description of the work to be performed, who is paying for materials, material specifications if any, who is responsible to obtain permits, a reference to contract drawings if any and any other terms that define the scope of work.]

Payment Terms

HOMEOWNER shall pay for the work on the following schedule:

[Insert the payment schedule.]

Summary of Required Consumer Notices

Oregon law requires construction contractors to give homeowners certain notices before and during a construction project. This summary explains what they mean. It is important to read and understand these forms.

1. **Consumer Protection Notice** – This information explains contractor licensing standards, bond and insurance requirements, steps consumers can take for successful construction project and what to do if problems occur.

2. **Information Notice to Owner About Construction Liens** – Contractors must give homeowners this notice any time the contract price is more than \$1,000. It is given at the time a written contract is signed or if a verbal contract within five working days. The notice explains the construction lien law. It includes steps homeowners can take to protect their property from a construction lien.

3. **Notice of Procedure** – The notice explains what a homeowner must do before beginning an arbitration or court action against a contractor for construction defects. (This procedure is separate from the Construction Contractors Board (CCB) Dispute Resolution process).

These forms are attached to and made a part of this contract.

Explanation of HOMEOWNERS’s Rights

1. Consumers have the right to receive the products and services agreed to in the contract.

2. Consumers have the right to resolve disputes through means outlined in the contract.

3. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may need to be complied with during the resolution of the CCB complaint.

Explanation of Mediation or Arbitration Clause

An “arbitration or mediation clause” is a written portion of a contract designed to settle how the parties will solve disputes that may arise during, or after the construction project. Arbitration clauses are very important. They may limit a consumer’s ability to have their dispute resolved by the Oregon court system or the Oregon Construction Contractors Board.

This contract contains an arbitration or mediation clause.

This contract DOES NOT contain an arbitration or mediation clause.

The Oregon Construction Contractors Board urges consumers to read and understand the entire contract – including any arbitration clause before signing a construction contract. Consumers are not obligated to accept contract terms proposed by the contractor, including arbitration provisions. These may be negotiated to the satisfaction of both parties.

Homeowner

Date

Darrell White, Owner Date
Valley Manufactured Home Service