

CCB Residential Construction Contract Checklist

This “checklist” is provided by the Construction Contractors Board (CCB) for use by contractors that offer services on residential structures. (The definition of “residential structures” is available on the CCB website.) It is intended to be a tool contractors may use to review their contracts for required elements.

Check	Contract Provision—Requirement	Example
<input type="checkbox"/>	1. Written Contract Requirements: (ORS 701.305) Contracts with owners of residential structures that exceed \$2,000 must be committed to writing.	(Not applicable)
<input type="checkbox"/>	2. Minimum Written Contract Terms: (ORS 701.305 and OAR 812-012-0110) All written residential construction contracts with consumers must contain the following provisions/terms:	(Not applicable)
<input type="checkbox"/>	a. Identification Information: Name, address, phone number, and CCB license.	Oregon Contractor’s LLC, CCB number as shown on Board records. 1254 Main St., PO Box 1000, Anytown, OR 97303, Phone: (541) 390-9947
<input type="checkbox"/>	b. Property Owners Rights: An explanation of a property owner’s rights, including: The owner’s ability to file a complaint with the CCB.	Explanation of Property Owner’s Rights: a. Consumers have the right to receive the products and services agreed to in the contract. b. Consumers have the right to resolve disputes through means outlined in the contract. c. Consumers have the right to file a complaint with the CCB.
<input type="checkbox"/>	c. Consumer Information: Consumers name and address:	John P. Consumer, 1234 Main St., Anytown OR 97310
<input type="checkbox"/>	d. Job Site Information: Address of where the work will be performed.	Jobsite: 500 Maple St., Anytown OR 97310
<input type="checkbox"/>	e. A Description of the Work: Note: This item may be much more detailed depending on the scope of the work under the terms of the contract.	Paint the Exterior of a Home Contractor will: a. Repair cracks and fill voids in the exterior wood surfaces of owners home. b. Power wash all surfaces. Remove previous paint that has poor adhesion. Remove dirt, oil, grease, wax or other contaminants. c. Lightly sand shiny surfaces to degloss them. d. Brush or roll on one coat of Miller Acri-Latex 7052 Water Based Primer on all surfaces. e. Brush or roll on one coat of Miller Acri-Latex 7400 Water Based Satin Exterior Paint. 1. Color for wood-siding: Citron 2. Color for wood trim, doors and windows: Gorgeous Hydrangea
<input type="checkbox"/>	f. Price and Payment Information:	Total price is \$5,500 \$2,000 is due before work begins. \$3,500 is due within 15 days of completion of the work.

<input type="checkbox"/>	<p>g. The existence of any mediation or arbitration provision in the contract set forth in a conspicuous manner as defined by Board rule.</p>	<p>Arbitration/Mediation Clause</p> <p>a. An “arbitration or mediation clause” is a written portion of a contract designed to settle a dispute. 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.</p> <p>b. The following box should be checked by the contractor: This contract contains an arbitration or mediation clause. This contract DOES NOT contain an arbitration or mediation clause.</p> <p>c. 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.</p>
<input type="checkbox"/>	<p>h. For New Home Construction: Offer of Warranty. Acknowledgement of a written offer of warranty against defects in materials and workmanship to the first purchaser or owner of the structure or dwelling and indication of acceptance or rejection of the offered warranty.</p> <p>Note:</p> <ul style="list-style-type: none"> · Not required until 7/1/08 · Only for new residential structures · Does not apply to subcontractors or specialty contractors contracts) <p><i>NOTE:</i> Contractor may use the example language or may use the CCB recommended contract addendum (available on the CCB website).</p>	<p>Buyer acknowledgement that contractor has offered warranty against defects in materials and workmanship to the purchaser. Purchaser has accepted or rejected the offer of a warranty (see appendix B in contract).</p> <p>_____ Purchaser _____ Date</p>
<input type="checkbox"/>	<p>3. General Requirements All information in the contract must be:</p> <ul style="list-style-type: none"> · Legible · Printed or written in dark ink 	<p>(Not applicable)</p>
<p>NOTE: Contractors may use the example language in their contracts or attach the CCB Contract Addendum available on the CCB website- www.oregon.gov/ccb</p>		

