

**CCB Recommended Contract Addendum to Satisfy
Contract Terms Requirement
OAR 812-012-0110**

1. Summary of Required Construction Contractor Board (CCB) 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.

- a. **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.
- b. **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.
- c. **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).*

2. 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. Any arbitration or mediation clauses in the contract may prevent the CCB from processing.

3. Arbitration/Mediation Clause

- a. 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.
- 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.
- 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.

4. Written Warranty

Effective July 1, 2008

(Example: 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 ___ in contract). _____ purchaser _____ date”)

5. Maintenance Schedule

Effective July 1, 2008

The buyer acknowledges receipt of the maintenance schedule (see Appendix ___ in the contract.)

Consumer Signature

Date

Contractor Signature

Date