

Steve's Pump Service, Inc.
PO Box 547, Boring, OR 97009
503-658-3051 – FAX: 503-658-6854
License #38208, Bonded, Insured

Contractor Agreement

THIS AGREEMENT made _____ day of _____, 20____ by and
between Steve's Pump Service, Inc., hereinafter called the Contractor and _____
_____, hereinafter called the Owner.

INFORMATION

1. Contractor is a water well pump installer licensed by the Construction Contractor's Board under License No. 38208.
2. Contractor is located at 24300 SE Hoffmeister Road, Damascus, Oregon 97089. Contractor's phone number is 503 658 3051. Contractor's mailing address is P. O. Box 547, Boring, Oregon 97009.
3. Owner's name and address are:

Contractor and Owner for the consideration named herein agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the in the Bid Estimate, attached hereto as it pertains to work to be performed on property at _____
_____.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before _____
_____, 20____ and shall be substantially completed on or before _____
_____, 20____.

Article 3. The Contract Price and Payment.

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of _____
_____ (\$_____). This amount will be paid on _____
_____, 20____ after start-up of the new pump and motor.

Article 4. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only after approval from owner. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

Initial: _____
Date: _____

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In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work. .
3. Contractor warrants it is adequately insured, as required by the State of Oregon, for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or sub-contractors. Contractor is currently licensed with CCB.
4. Contractor shall at its own expense obtain all permits necessary for the work to be performed. However, additional fees acquired from the permit office due to circumstances beyond Contractor's control are the responsibility of Owner.
5. Contractor agrees to remove all debris and leave the premises in clean condition, unless otherwise requested by Owner in writing. .
6. Contractor warrants all work for a period of 12 months following completion.

Article 5. 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 \$1,000.00. 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.

By signing this contract, owner acknowledges receipt of above notices.

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..

3. Arbitration/Mediation Clause

- a. This contract does not contain an arbitration or mediation clause.

b. Article 6. Additional Terms

Owner agrees to notify Contractor in writing of any complaints regarding Contractor materials, workmanship, and/or employees before filing a complaint with the CCB. Owner is to allow Contractor 5 business days to respond to written notice.

Article 7 – Enforcement.

Initial: _____
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In the event suit or action is required to enforce the terms of this contract, the prevailing party will be entitled to reasonable attorney's fees and costs.

Owner Signature

Date

STEVE'S PUMP SERVICE, INC. (CONTRACTOR)
BY Steve Hougak, President

Date

Initial: _____
Date: _____

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

1. 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.

2. 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.

3. Offer of Written Warranty (New Residential Structure Only)

Purchaser acknowledges the 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

Signature

Consumer Signature Date

Contractor Signature Date