

**Grand Openings, LLC**  
**CCB# 200023**

**Contractor Agreement**

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Grand Openings, LLC, hereinafter called the "Contractor" and \_\_\_\_\_ hereinafter called the "Owner."

Whereas, Contractor is licensed by the Oregon Construction Contractor's Board (CCB) as follows:  
Grand Openings, LLC---CCB: 200023  
PO Box 1013, Gladstone, OR 97027  
503-479-5585

***Witnessed that the Contractor & the Owner for the considerations named agree as follows:***

**Article 1. Scope of Work- per attached estimate**

- ✓ \_\_\_\_\_ The Contractor shall furnish the materials and perform all work described.
- ✓ \_\_\_\_\_ The Owner shall furnish the materials and the Contractor will perform all the work.
- ✓ \_\_\_\_\_ Other \_\_\_\_\_

**Article 2. Contract Price- per attached estimate**

The Owner shall pay the Contractor for the material and/or labor to be performed under this contract in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
***Subject to additions and deductions pursuant to authorized and agreed change orders***

**Article 3. Additional Discovery**

Any discoveries will be brought to the Owners attention no later than **8 hours** from discovery. No work related to the affected area shall proceed without Owner's approval.

**Article 4. Payments**

\$ \_\_\_\_\_ Down Payment -- due at the time of contract signing  
\$ \_\_\_\_\_ C.O.D -- due upon substantial completion/detailing of the work

- Payment to be received no later than five days thereafter to avoid 9% interest charge
- In the event payment was not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make a payment for a period in excess of five days from the due date of the payment shall be deemed a material breach of this contract.
- The Owner acknowledges and understands that the Contractor has the right to file a lien on the above mentioned property if the contract price is not paid in full upon substantial completion of the work.

**Article 5. Resign Right to Cancel**

➤ \_\_\_\_\_ Contractor has been directed to special order \_\_\_\_\_  
\_\_\_\_\_ to the specifications of said project.  
Owner surrenders the right to cancel and doing so will result in paying for said materials (\$ \_\_\_\_\_) plus the \$250.00 cancellation fee (article 10).

## Article 6. Time of Completion

The work to be performed under this contract shall be commenced on or before \_\_\_\_\_, 2013 after the issuance and or release of the appropriate and corresponding building permits, if any are needed. If a permit is required then:

- ✓ \_\_\_\_\_ Owner will be responsible for obtaining and paying for permit.
- ✓ \_\_\_\_\_ Contractor will obtain permit at Owner's expense plus \$\_\_\_\_\_ fee.
- ✓ \_\_\_\_\_ N/A

## Article 6. General Provisions

- Contractor may engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this contract.
- Work once started will proceed without interruption until completion unless weather, natural disaster, accident or conditions outside the Contractor's control occur.

## Article 7. Guarantee & Warranty

- ✓ \_\_\_\_\_ When Contractor provides and installs products Contractor guarantees labor/workmanship for a period of **180 days** from substantial completion. This does not include wear and tear, abuse, or damage due to weather conditions.
- ✓ \_\_\_\_\_ Other: \_\_\_\_\_

- 
- All work shall be completed in a workmanlike manner and in compliance with the appropriate building codes.
  - All applicable new materials are warranted as per original manufacturer's guarantee.
  - Contractor cannot guarantee repairs when used parts and/or material are used.

## Article 8. Liability Waiver

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and its agents and employees, from and against claims and damages, arising out of, or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent, wrongful acts, omissions of or a breach of this agreement by the Contractor

## Article 9. Insurance

The Contractor represents that all Contractors on site have purchased and agreed that they will keep in force for the duration of the performance of the work for such longer term as may required by the CCB and this agreement, a liability policy that will protect Owner from claims from loss or injury which might arise out of the Contractor's operation under this project.

## Article 10. Property Owners Rights

- The Owner has the right to receive the products and services agreed to in this contract.
- Right to cancel - Owner has until midnight on \_\_\_\_\_, 2013 to notify the Contractor to cancel this contract without incurring any additional fees. This request has to be in writing and must be delivered either via e-mail, fax or first class mail. If this contract is cancelled at any other time for any reason, the Contractor shall charge a flat cancellation fee of **\$250.00** and have the right to claim benefit of the bargain in addition to reliance damages.
- Dispute resolution process - All disputes or claims arising out of this contract shall be resolved only via the means specified in this section.
  - Owner - Mediation via CCB Dispute Resolution Services; if mediation is unsuccessful then Owner may proceed to file an action with the pertinent Small Claims Court.

- Contractor - In the case of breach of contract (non-payment) by Owner, the dispute shall be addressed via filing an action directly with the pertinent Small Claims Court and/or exercising the Contractor's lien rights, in no particular order.
- This contract DOES NOT contain an arbitration clause.

**Acknowledgements:**

I have been provided with and signed the following:

- \_\_\_\_\_ "Information Notice to Owner about Construction Liens" – Explains Oregon's Construction Lien Laws & identifies the rights and responsibilities of property owners & contractors.
- \_\_\_\_\_ "Consumer Protection Notice" – This document explains actions that may be taken by consumers to protect themselves during a construction project.
- \_\_\_\_\_ "Notice of procedure" – Describes the procedures that customers must follow to notify contractors about defective work before compelling arbitration, beginning court action and or filing a CCB complaint against the contractor.
- \_\_\_\_\_  
*If a breach of contract exists from either party; the non-breaching party shall have the right to seek enforcement and/or remedies including enforcement related fees.*

***This contract document and the accompanying specifications are the complete and entire contract and there are no oral agreements of any type between the parties.***

**Signatures**

Owner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

➤ Signature \_\_\_\_\_

Or Owner's Agent: \_\_\_\_\_

Grand Openings, LLC:

➤ Signature \_\_\_\_\_