



## DMR Gutters Contract for the Proposed Construction Work

This is the written contract for construction work to be performed by DMR Gutters for:  
\_\_\_\_\_ (Homeowner)

Made this day \_\_\_\_\_ of \_\_\_\_\_ 2022

### Information

1. DMR Gutters is a licensed gutter contractor by the Construction Contractor Board of Oregon under license #92250 since mid-1993.
2. DMR Gutters is owned by David Rich, located at 11297 S. W. Tonquin Loop, Sherwood, Oregon 97140, cell phone # (503) 351-7082.
3. Client's name, phone number, e-mail, and address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The work site location is at (only if different):

\_\_\_\_\_  
\_\_\_\_\_

### Scope of Work

DMR Gutters shall perform the following work listed as shown on the attached bid with diagram and as represented on my web site: <http://dmr-gutters.com/qs.htm>, and or described here within the cost listed on the bid as agreed, unless additional work is needed and agreed upon by the Homeowner(s) in a signed change order, or as clearly detailed through e-mail and agreed upon:

\_\_\_\_\_  
\_\_\_\_\_

### Payment Terms

I, \_\_\_\_\_ shall pay for this work on the following schedule of payments to DMR Gutters: a first 1/3 payment at time of contract to secure within DMR Gutters schedule. With the second 1/3 payment at time this contracted work begins; by either removal of gutters, and or getting the exact measurements just prior to fabrication of those gutter parts. Then the remaining adjusted balancing is due at completion of contracted work based on the final measurements and to the client's reasonable satisfaction. If this contract is canceled by the Client before work has begun, then 90% of that initial deposit amount is to be refunded to the Client as soon as possible.

Other payment information: \_\_\_\_\_

## List of Required Consumer Notices

Oregon Law requires construction contractors to give homeowners certain notices before and during construction projects. The following is a list of the required notices. It is important to read and understand these forms. (Please initial that you have received each notice)

- \_\_\_\_\_ Consumer Protection Notice
- \_\_\_\_\_ Information Notice to Owner about Construction Liens
- \_\_\_\_\_ Notice of Procedure

### Explanation of Homeowners Warranty, Rights, and Responsibilities

- \* Consumers have the right to receive the products and services as agreed to in this contract and may be inspected by an unbiased third party to assure compliance.
- \* Consumers have the right to cancel this contract without explanation before custom parts have been ordered or the work has started and will receive a 90% refund of the amount paid for the initial deposit as soon as is feasible for DMR Gutters to return those funds.
- \* Consumers have the right to a 15-year transferable installation warranty on work performed by DMR Gutters.
- \* If the Consumers opted for the low maintenance options, they are not obligated to clear out the new gutters for blockages inside the gutters within that same period of 15 years without suffering prolonged overflow. Although, they are responsible to clear off the roof and screen from excessive debris build up as needed.
- \* Consumers have the right to resolve disputes through means outlined in this contract.
- \* 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.

\_\_\_\_\_ Arbitration Required / Mediation: I agree that if a dispute claim arises, which is not easily resolved between us; out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement, or the arbitration agreement this shall be resolved by arbitration in accordance with the then effective arbitration rules of and by filing a claim with the CCB, or Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through either the CCB or Arbitration Service of Portland.

### Signatures

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 obliged to accept contract terms proposed by the contractor, including arbitration provisions. These may be negotiated and documented to the satisfaction of both parties before signing and consenting to Construction work

\_\_\_\_\_  
Homeowner’s signature / Date

\_\_\_\_\_  
David Rich’s signature, dba DMR Gutters / Date