



OREGON WORK AUTHORIZATION CONTRACT

CCB License #146973

BELFOR Representative: _____

Owner's Name: Julie Fisher

Business/Tenant's Name: Sweet Home City Hall

Job Address: 3225 Main St

City: Sweet Home State OR Zip 97386

E-mail: jfisher@sweethomeor.gov

Insurance Carrier: _____

Insurance Agent: _____

Policy #: _____ Claim #: _____

Purchasing Cooperative/TPA/Other: _____

Owner either owns, leases, or controls the above property ("Property") and/or has the authority to enter into this Work Authorization Contract ("Contract") with BELFOR USA Group, Inc. d/b/a BELFOR Property Restoration ("BELFOR").

1. EMERGENCY SERVICES. [X] Yes [] No Owner's Initials: JF

BELFOR shall provide Emergency Services to perform damage control measures after a loss. Emergency Services may include securing the Property, erecting safety barriers, initiating emergency temporary structural repairs, conducting safety inspections, securing and sealing the Property from the elements, providing temporary power, implementing water extraction, dehumidification, corrosion control, smoke mitigation and manipulation debris, deodorization/cleaning/storage of personal property, clean-up and disposal, and demolition services. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES FOR EMERGENCY SERVICES.

2. RECONSTRUCTION SERVICES. [X] Yes [] No Owner's Initials: JF

BELFOR shall perform Reconstruction Services to assist with rebuilding and restoring the Property following a property loss (e.g., including but not limited to full-scale carpentry, electrical, mechanical, plumbing, roofing, interior build-out, and/or construction exterior defect and other reconstruction, etc.).

3. CONTENT SERVICES. [] Yes [X] No Owner's Initials: _____

BELFOR shall remove, store, and/or clean Owner's personal property in connection with the loss at the Property. (a) Owner represents that it has provided a contents inventory list to its insurance carrier(s) in connection with its insurance claim, if applicable. (b) BELFOR is not responsible for missing or damaged property unless the personal property is listed on a BELFOR inventory list, if any.

4. CLEANING SERVICES. [] Yes [X] No Owner's Initials: _____

(a) BELFOR shall perform cleaning services pursuant to an agreed upon scope for the Property and its contents and according to the protocol attached to this Contract or as otherwise agreed upon by the parties. (b) Cleaning Services are complete once BELFOR states it has completed the Work according to such protocol or, if an environmental professional was retained to establish a site specific protocol and supervise the performance of the Work, then Work is complete once the professional determines that BELFOR has performed the Work

1 In some instances, due to the nature of the damage, it is not possible to define a precise, itemized scope of work and cost thereof at the time of signature.

in accordance with its protocol. Owner shall immediately produce a copy of the professional's report and/or clearance to BELFOR. (c) While the cleaning process used at the time the Work is to be performed is reasonably believed to be effective against SARS-CoV-2 together with any mutation, adaption, or variation thereof (the "Virus"), an inherent danger and risk of exposure to the Virus may exist in any place where people are present and recontamination may occur after a human has entered the area that has been cleaned. AS SUCH, BELFOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT THE PROPERTY WILL BE FULLY DISINFECTED FROM THE VIRUS OR OTHER MICROORGANISMS AND OWNER WAIVES ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF HABITABILITY, GOOD WORKMANSHIP, AND FITNESS FOR INTENDED PURPOSE AS IT RELATES TO SUCH WORK.

5. PRICING. The following terms apply to all types of services: (a) for Work covered by insurance; (i) Owner shall pay BELFOR the amount of the insurance deductible, if any, prior to BELFOR having any obligation to commence the Work and (ii) Owner consents to any increase in the scope of Work authorized by Owner's insurance carrier. (b) Owner acknowledges that Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates at BELFOR's discretion. If necessary, adjustments will be made by BELFOR to the hourly rates and other labor provisions. (c) For residential clients only, unless otherwise waived by Owner, the Owner shall have three days to cancel this Contract consistent with the attached Notice of Cancellation. (d) If the pricing is based on BELFOR's rate and material schedule, the parties may attach the same or Owner may initial such schedule in which case it shall automatically be incorporated into the Contract without further action of the parties.

(A) Emergency Services Pricing. Check the box that applies: [] The Price of Emergency Services is based on BELFOR's rate and material schedule. [X] For residential owners only, if requested by Owner's insurance company at the time of loss prior to commencing work and BELFOR agrees, the Price of Emergency Services, materials, equipment, and supplies may be calculated by a scope of work generated by an insurance industry software program (e.g., Xactimate®). BELFOR shall be paid the amount calculated by an insurance industry estimating platform that utilizes unit pricing and estimating methodologies for performing Emergency Services for the local zip code area of the Property and agreed upon by BELFOR and Owner or Owner's insurance company.

(B) Reconstruction Services Pricing. (1) Price: _____; (2) If Price is unknown at the time the parties sign this Contract, BELFOR may begin work at that time, but has no obligation to, until the Price is either: (i) agreed to by the parties; or (ii) the Price is determined by the scope of work approved by Owner or Owner's insurance company, and agreed to by BELFOR, plus any Uninsured Work, as defined in Section 7. Once Price is established under this Section, the parties shall mutually agree to a BELFOR estimate and such Price and scope of work shall automatically be incorporated into this Contract without further action by the parties. (3) For Work covered by insurance, Owner agrees that its insurance carrier and BELFOR shall discuss the scope of work and pricing for Reconstruction Services based on either a rate and material basis or based on an insurance industry software program agreeable to BELFOR.

(C) Contents Services Pricing. The Price for Content Services may be part of the overall pricing when BELFOR is providing either Emergency Services or Reconstruction Services or may be invoiced separately. (D) Cleaning Services Pricing. The Price of Cleaning Services shall be: [] _____; or [X] based on BELFOR's rate and material schedule.

(E) Other Costs. Due to the current economic conditions and cost increases, this loss will have a 7.5% surcharge applied to the labor, equipment and material portion of all invoices.

6. PAYMENT. (a) Unless the parties agree to a different progress payment schedule, Owner shall pay BELFOR immediately upon receipt of invoice. (b) BELFOR agrees to accept the insurance proceeds received from Owner's insurance company as a form of payment for the Work. Notwithstanding anything to the contrary, Owner remains responsible for any Uninsured Work as defined in Section 7. (c) Notwithstanding anything to the contrary set forth in this Contract, BELFOR's right to timely and full payment of its invoice(s) shall not be contingent or conditioned on: (i) Owner awaiting funds from its insurer(s), any government agency, charitable organization, or any other third party; (ii) resolution of any disputes between the Owner and its insurer(s); or (iii) the insurers' payment or approval of BELFOR's invoices or charges. (d) Invoices not paid when due will accrue interest from the due date until paid at the rate of 1.5% per month or the maximum amount allowed by law, whichever is greater.

7. UNINSURED WORK. Owner is responsible for all Work not paid by Owner's insurance company (for example, this may include but is not limited to, policy limitations, deductibles, code-upgrade work, insurance depreciation value, remodeling, appliance upgrades, extra work, any change orders, and supplements not covered by insurance, etc.). Owner shall pay such amounts immediately upon receipt of invoice.

8. BELFOR REPRESENTATIONS. (a) BELFOR will: (i) maintain policies of insurance appropriate for the scope of work; (ii) provide all labor, equipment, and materials to repair the Property in accordance with the scope of work; and (iii) comply with local safety standards, local building codes, building permits and zoning ordinances. (b) For Reconstruction Services, BELFOR warrants to the Owner that all labor, materials, and equipment used or incorporated into the Work will be installed in a good and workmanlike manner free from defects in workmanship and that the Work will conform with the requirements of this Contract, industry standards, and all applicable codes. This warranty shall start on the date the Work achieves substantial completion and continue for one year and shall exclude, without limitation, damages or defects caused by abuse, modifications not executed by BELFOR, improper or insufficient maintenance, improper operation or normal wear and tear and regular usage. All warranties are non-transferable and contingent upon full payment to BELFOR. If the manufacturer warrants any goods or materials provided by BELFOR, BELFOR shall use best effort to transfer to the Owner all such warranties (and deliver all documents evidencing such warranties upon written request). Owner shall exclusively make all claims regarding the materials or equipment directly with its manufacturer. If a different warranty is required under a separate contract with Owner's insurance carrier or the carrier's third party administrator and such agreement is applicable to the Work, then such warranty shall apply.

[] BEND 541.312.2500 [] KLAMATH FALLS 541.664.5454 [] MEDFORD 541.664.5454 [] PORTLAND 503.408.8880 [] SPRINGFIELD 541.726.9905 [] WILLAMETTE VALLEY 503.655.4739

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9. START AND END DATES. (a) This Contract will start on or about _____ BELFOR estimates that it will substantially complete the work on or about _____. The start date and completion date may be delayed if the Work requires BELFOR to obtain building permits. (b) BELFOR shall not be liable for any failure or delay in the performance of the Work for the period that such failure or delay is beyond its reasonable control. Such delays include, but are not limited to, acts of God, delays in the delivery of materials, material or labor shortages, delays in approval from Owner's insurance carrier, delays in Owner making material selections, pandemics, embargoes, government orders, acts of civil or military authorities, acts by common carriers, or emergency conditions.

10. ASSIGNMENT OF BENEFITS, AUTHORIZATION, AND ATTORNEY-IN-FACT. (a) Owner assigns to BELFOR Owner's right, title, and interest in any insurance proceeds, checks, or drafts issued for the Work. (b) Owner authorizes and directs its insurance carrier to name BELFOR USA Group, Inc. as sole payee on all insurance checks or drafts for all insurance Work performed by BELFOR and to directly and exclusively pay BELFOR for the amounts owed for the Work that are payable under the Owner's insurance policy(ies). (c) Owner shall immediately endorse and tender to BELFOR all checks or drafts from the Owner's insurance carrier or mortgage company for the Work performed. Failure to do so is a default such that interest shall accrue on such amounts at the rate stated in Section 6. (d) Owner shall obtain the endorsement of Owner's insurance or mortgage company or any other required third party if any is named as a payee on any check or draft for any portion of the Work. (e) Owner expressly authorizes Owner's insurance company to act as agent on Owner's behalf. (f) To protect BELFOR's right to collect the insurance proceeds, Owner irrevocably appoints BELFOR as its attorney-in-fact with full power and authority in the place and in the name of Owner: (i) except with respect to roofing systems, to discuss with Owner's insurance carrier or mortgage company the scope of work and its price on behalf of and with the power to bind the Owner; and (ii) to endorse in Owner's name any checks, drafts, and any other instruments that may come into BELFOR's possession with respect to the Work, insurance policy, or insurance proceeds. This power of attorney is coupled with an interest and is irrevocable until BELFOR is indefeasibly paid in full for all work and materials furnished. (g) All or part of subsection 10(a)-(f) shall not apply to the extent the applicable subsection(s) is not allowable under a separate contract between BELFOR and the Owner's insurance carrier or the carrier's third party administrator and such agreement applies to the Work.

11. RELEASES. (a) Owner releases BELFOR from: (i) work limitations or policy defenses imposed by Owner's insurer and for work not performed due to the refusal of Owner's insurance company to pay for it; (ii) claims for re-growth after "clearance" is obtained from an environmental consultant or due to unremediated pre-existing conditions; and (iii) performing mold remediation not specifically described and included in an approved scope of work. (b) **OWNER HEREBY DIRECTS BELFOR TO COMPLETE THE WORK AUTHORIZED BY OWNER AND ACKNOWLEDGES THAT BELFOR MUST BE RELEASED FROM LIABILITY WITH RESPECT TO ANY CLAIM ASSOCIATED WITH THE PERFORMANCE OF SERVICES THAT MAY BE LIMITED BY OWNER OR ARE IN ANY WAY AGAINST BELFOR'S RECOMMENDATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER, ITS AGENTS, REPRESENTATIVES, AND ANY PERSON(S) CLAIMING UNDER OR THROUGH OWNER (INCLUDING, BUT NOT LIMITED TO, PERSONS RESIDING AT THE PROPERTY), RELEASE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BELFOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, AND SUBCONTRACTORS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, EXPENSES (INCLUDING ATTORNEYS' FEES) OR SUITS OF ANY KIND OR NATURE ("CLAIMS"), WHETHER ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, OR OTHERWISE, EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OR THE NEGLIGENT ACTS OR OMISSIONS OF A RELEASED PARTY. FURTHER, OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ALL CLAIMS IN CONNECTION WITH THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, REMEDIATE OR CLEAN-UP ENVIRONMENTAL OR BIOLOGICAL HAZARDS (E.G., MOLD, FUNGUS, ASBESTOS, AND HAZARDOUS WASTE, SUBSTANCES OR MATERIALS) UNLESS COVERED BY OWNER'S INSURANCE POLICY AND DESCRIBED IN AN APPROVED SCOPE OF WORK, AND THEN, ONLY EXCLUDING SUCH CLAIMS TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.**

12. VALUABLE PERSONAL PROPERTY. Owner is responsible for removing and declaring, in writing, Owner's personal property from the Property (e.g., money, valuables, antiques, jewelry, firearms, pets, fine art) before BELFOR begins the Work. Owner waives any claims for content damage or theft against BELFOR for property not removed by Owner.

13. OWNERSHIP OF DOCUMENTS. BELFOR is the author and owner of all drawings, estimates, photos and other paperwork prepared by BELFOR relating to the Work ("Documents") and will retain all common law, statutory and other reserved rights, including copyrights. BELFOR's creation of Documents for conducting the Work does not bestow upon Owner any rights to those Documents, and any unauthorized use or distribution of the Documents is strictly prohibited. Upon termination of the Work, for any reason, Owner shall return all copies of Documents to BELFOR.


14. GENERAL CONDITIONS. (a) Notice is complete upon sending by email, overnight delivery, or first class mail to the billing address or email address provided by Owner. (b) Owner authorizes BELFOR to obtain Owner's personal credit report. (c) Owner shall not contract with other contractors or subcontractors to perform any work until BELFOR's Work is complete and permit is closed. (d) BELFOR may use subcontractors to assist BELFOR in performing the Work. (e) Notwithstanding anything to the contrary, Owner is personally liable for payment to BELFOR if: (i) Owner's insurer becomes insolvent; (ii) Owner's insurer denies Owner's claim for any reason; (iii) Owner's insurer fails or refuses to pay, in whole or in part, the cost of work performed and materials, equipment, and supplies furnished by BELFOR; (iv) Owner delays or prevents the payment of any insurance check or draft or uses any insurance check or draft issued for the Work for any other purpose other than to pay BELFOR; or (v) insurance proceeds are insufficient to cover the full cost of the Work. (f) Owner shall allow government and mortgage company inspections. (g) Owner

shall obtain any required third party signatures on insurance checks or drafts. (h) BELFOR may suspend the Work if Owner fails to pay BELFOR's invoice within 30 days of receipt of invoice and fails to cure within 5 days written notice. (i) BELFOR may terminate this Contract for convenience and without penalty upon 5 days written notice to Owner. (j) In the event of termination, for any reason, Owner shall pay BELFOR for all Work performed up to the effective date of termination plus any incidental, direct, or actual costs incurred by BELFOR. (k) BELFOR is not responsible for any chemical sensitivities of Owner, tenant, occupant, or invitee. (l) If this Agreement is cancelled by Owner (after the initial three day option to cancel for residential Owners) prior to the commencement of Work, BELFOR may charge a fee of 5% of the total amount approved by the insurer without deduction for the Owner's deductible, taxes, base service charges, overhead or profit if applicable. If the Owner fails or refuses to produce the complete scope of loss/insurance estimate report to BELFOR, then the cancellation fee shall be calculated based on a repair estimate prepared by BELFOR. (m) If for any reason the amount due to BELFOR is not paid, BELFOR shall be entitled to recover the costs and its expenses of collection (including actual attorney's fees incurred) plus interest as set forth in Section 6. (n) Modifications to this Contract shall be in writing and signed by each party's authorized representatives before the modifications take place (which may include changes to the cost of or the scope of work, materials used, or estimated completion date). (o) Notwithstanding anything to the contrary, if the Owner's insurance carrier agrees to an original, revised, or supplemented scope of work, a written and signed modification of this Contract to effect that change in scope is not necessary. (p) Owner waives all claims against BELFOR for any consequential damages, including, without limitation, loss of profits, lost business opportunity, loss or inability to use property or equipment, business interruption, and exemplary, punitive, special, incidental, or indirect damages. (q) Owner acknowledges that property damaged by smoke, water, or other elements may contain odors or other particulate that render it impossible or commercially impractical to restore to its pre-loss condition. Thus, Owner agrees its maximum damages from the inability and/or failure to restore property to pre-loss condition shall be determined by measuring the value of the property after the loss and the value of the property after BELFOR's effort to restore such property. (r) Owner has a right to resolve disputes through the means outlined in this Contract and has a right to file a complaint with the Construction Contractors Board (CCB).

15. OWNER'S ACKNOWLEDGEMENT. Owner acknowledges that Owner has been provided a copy of this Contract.

16. IN GENERAL. (a) A party's failure to exercise or delay in exercising any right, power, or privilege under this Contract shall not operate as a waiver. (b) Any provision of this Contract that imposes an obligation after termination or expiration of the Contract shall survive termination or expiration of this Contract. (c) The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of the Agreement. (d) This Contract DOES NOT contain a mediation and/or arbitration clause. (e) Except where expressly stated in this Contract, Owner may not assign the Contract or any right or obligation of this Contract without prior written consent of BELFOR. (f) This Contract, together with the documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

OWNER HAS THE RIGHT TO CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION. THE RIGHT OF CANCELLATION IS WAIVED IN EMERGENCY SITUATIONS IN ACCORDANCE WITH THE ATTACHED WAIVER OF RIGHT OF CANCELLATION. THIS RIGHT TO CANCEL APPLIES ONLY TO RESIDENTIAL TRANSACTIONS.

 6.5/23
 Insured Owner or Authorized Representative _____ Date _____

Print Name: Julie Fisher

Insured Owner or Authorized Representative _____ Date _____

Print Name: _____

BELFOR Representative _____ Date _____

Print Name: _____

- | | | | | | |
|---|--|--|---|--|--|
| <input type="checkbox"/> BEND
541.312.2500 | <input type="checkbox"/> KLAMATH FALLS
541.664.5454 | <input type="checkbox"/> MEDFORD
541.664.5454 | <input type="checkbox"/> PORTLAND
503.408.8880 | <input type="checkbox"/> SPRINGFIELD
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**Information Notice To Owner About
Construction Liens
(ORS 87.093)**

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien. If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.** If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Steps That Consumers Can Take to Protect Themselves

Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed. The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.

Review the Consumer Protection Notice (ORS 701.330(1)), which your contractor must provide to you at the time of contract on a residential structure.

Consider using the services of an escrow agent to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.

Contact a title company about obtaining a title policy that will protect you from construction lien claims.

Find out what precautions, if any, will be taken by your contractor, lending institution, and architect to protect your project from construction liens.

Ask the contractor to get lien waivers or lien releases from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.

Have a written contract with your contractor. A written contract is required for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.

If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.

When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers. The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if both the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.

Should you have a dispute with your contractor, you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.

Consult an attorney. If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Notice of Procedure Regarding Residential Construction Arbitrations and Lawsuits (ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.

Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.

Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

**Consumer Protection Notice
Actions to help make your project successful
(ORS 701.330 (1))**

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

Make sure your contractor is properly licensed before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.

A license requires the contractor to maintain a surety bond and liability insurance - If your contractor is not licensed - the CCB bond and dispute resolution services will not be available to you.

What you should know about bids, contracts, and change orders:

Bids - Do not automatically accept the lowest bid - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.

Contracts and Change Orders - Always get it in writing. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.

Contracts should be as detailed as possible - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.

Read and understand your contract before signing it - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.

Additional contract information you should know:

A Payment Schedule - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.

Special Note on Liens - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's

Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.

Warranty on new residential construction - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.

If you should have a problem with your contractor - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.
www.oregon.gov/ccb

Your contractor is supplying this notice to you as required by Oregon law. Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

HOMEOWNER

Julie Fisher 6.5/03
Print Name (as appeared on the contract) Date

Julie Fisher 6.5/03
Signature Date

Print Name (as appeared on the contract) Date

Signature Date
Contractor: CCB #: 146973

Print Name (as appeared on the contract) Date

Signature

**NOTICE OF CANCELLATION
(FOR RESIDENTIAL HOMEOWNERS ONLY)**

Date of Transaction _____

You may **CANCEL** this transaction, without penalty or obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following the receipt by BELFOR of your signed cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within **20 days** of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to any of the BELFOR offices, as identified at the bottom of page 1, **NO LATER THAN MIDNIGHT OF: _____, 20_____.**

I HEREBY CANCEL THIS TRANSACTION.

Date	Buyer / Owner	Property Address
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**WAIVER OF RIGHT TO CANCEL
(EMERGENCY SERVICES)**

Owner(s) hereby authorizes BELFOR without delay to effect repairs on an Emergency Basis. As this is an emergency repair on real property, Owner(s) waive the right to cancel this transaction within 3 business days.

BRIEF DESCRIPTION IN OWNER'S HANDWRITING DESCRIBING SITUATION REQUIRING IMMEDIATE WORK:

DESCRIPTION: _____

WAIVER (to be read and copied by each Owner):

"I expressly acknowledge and waive the right to cancel the sale within three business days."

OWNER 1 TO HANDWRITE ABOVE PHRASE HERE: _____

Signature: _____ Date: _____

OWNER 2 TO HANDWRITE ABOVE PHRASE HERE: _____

Signature: _____ Date: _____

<input type="checkbox"/> BEND 541.312.2500	<input type="checkbox"/> KLAMATH FALLS 541.664.5454	<input type="checkbox"/> MEDFORD 541.664.5454	<input type="checkbox"/> PORTLAND 503.408.8880	<input type="checkbox"/> SPRINGFIELD 541.726.9905	<input type="checkbox"/> WILLAMETTE VALLEY 503.655.4739
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