



INSTRUCTIONS — NOT PART OF THE AGREEMENT

Oregon Homeowner–Contractor Agreement

Before you begin: This template helps you understand what a strong Oregon contractor agreement looks like. It is an educational starting point provided by **jaspector.com** — not a finished contract, and not legal advice. Oregon law imposes specific requirements on residential contractor licensing and home improvement contracts, and local jurisdictions may add further obligations. Have this document reviewed by an Oregon–licensed attorney before use. Use of this template does not create an attorney–client relationship, and jaspector.com assumes no liability for any outcomes arising from its use.

How to Use This Template

1. **Verify the contractor’s CCB license.** Use the **Oregon Construction Contractors Board (CCB) license lookup** at oregon.gov/ccb to confirm the license is active, the classification matches your project type, and the bond and workers’ compensation coverage are current.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Oregon law (ORS 701.305) requires a written contract before work begins on residential improvements over \$2,000.
3. **Review each Oregon callout.** These notes highlight state–specific legal protections, including the 8–day preliminary lien notice window and the 3–day right to cancel. Read them carefully — they explain your rights as a homeowner.
4. **Both parties sign.** You and the contractor each get a signed copy before any work starts.
5. **Consult an attorney.** This template is a starting point. For large projects or complex scopes, have an Oregon–licensed attorney review the agreement.

Field–by–Field Guide

- **Section 1 (Parties):** Fill in legal names exactly as they appear on official documents. The contractor’s CCB license number and classification are required under ORS 701.305.
- **Section 2 (Scope):** Be as specific as possible. List materials, dimensions, finishes, and what is excluded. Vague scope descriptions are the leading cause of residential construction disputes.
- **Section 3 (Payment):** Oregon has no statutory deposit cap. Best practice is to limit down payments to no more than one–third (1/3) of the contract price. Tie every payment to a completed milestone, not a calendar date.
- **Section 4 (Timeline):** Get start and completion dates in writing. Fill in the delay penalty fields — these protect you if the contractor falls behind.

- **Section 7 (Warranties):** Fill in the warranty period. One year is common for workmanship; negotiate longer for major structural work.
- **Section 11 (Liens):** Oregon's preliminary notice window is only 8 days (ORS 87.021) — one of the shortest in the nation. Collect lien waivers with every payment and keep all preliminary notices on file.
- **Section 14 (Exhibits):** Attach all plans, specs, the contractor's CCB license printout, and the cancellation form. Check each box for what you are including.

Oregon Legal Notes

Section 1 — CCB Licensing (ORS Chapter 701): Oregon requires contractors performing residential construction or improvement work valued over \$2,000 to be licensed by the Construction Contractors Board (CCB). Confirm the license type — whether Residential General Contractor, Residential Specialty Contractor, or another classification — and that it covers your specific project scope. Verify at oregon.gov/ccb before signing.

Section 3.2 — Down Payment: Oregon does not cap deposit amounts by statute. However, the CCB advises limiting down payments to no more than one-third of the total contract price. Never pay the full amount upfront. Use a check or credit card so you have a payment record.

Section 9.3 — Three-Day Cancellation Right (ORS 83.710–83.750): Oregon's Home Solicitation Sales Act gives you three (3) business days to cancel any contract signed at your home or away from the contractor's permanent place of business, without penalty. The contractor must provide a written Notice of Cancellation at signing. Failure to provide the notice extends the cancellation period indefinitely until proper notice is given.

Section 11 — Mechanics' Liens (ORS Chapter 87): Oregon's preliminary notice deadline is **8 days** from first furnishing labor or materials (ORS 87.021) — among the shortest in the country. A lien claim must then be filed within 75 days of the last day of work. Always collect lien waivers with every payment and verify that your contractor is paying subcontractors and suppliers on time.

Section 12 — CCB Complaints: You may file a complaint with the Oregon CCB at any time regarding licensing violations, contract disputes, or construction defects. The CCB offers dispute resolution services and can investigate both licensed and unlicensed contractor activity. File at oregon.gov/ccb.

Section 10.4 — Attorney Fees (ORS 20.082): Oregon allows the prevailing party in actions arising from construction service contracts to recover reasonable attorney fees. This provision is incorporated in Section 10.4 of this template.

About Jaspector

jaspector.com is an AI-powered property advisory service that helps homeowners navigate construction projects, verify contractors, and resolve disputes. If a problem arises during your project, jaspector.com can help you document the issue and build a resolution strategy.

Learn more at jaspector.com or email hi@jaspector.com to get started.

The instructions above are provided by jaspector.com as an educational resource. They are not part of the agreement, do not constitute legal advice, and do not create an attorney-client or endorsement relationship.

OREGON HOMEOWNER-CONTRACTOR AGREEMENT

SECTION 1: PARTIES

Homeowner (Property Owner)

Name(s)

Property Address

Mailing Address (if different)

Phone

Email

Contractor

Business Name (Legal Entity)

CCB License Number

CCB License Classification

Qualifying Individual Name

Business Address

Phone

Email

Workers' Compensation Policy #

General Liability Policy #

Oregon Requirement: Verify the contractor's CCB license at oregon.gov/ccb before signing. Confirm the license is active, the classification covers your project type, and the bond and workers' compensation status are current. Contractors performing residential improvements over \$2,000 must be CCB-licensed (ORS 701.021).

SECTION 2: SCOPE OF WORK

2.1 Project Description

Describe the work in specific, measurable detail. Include materials, methods, dimensions, and reference any plans, drawings, or specifications attached as exhibits.

2.2 Work NOT Included

Explicitly list work that is excluded from this contract to prevent scope disputes.

2.3 Permits and Inspections

- Contractor is responsible for obtaining all required building permits
- Contractor is responsible for scheduling all required inspections
- Permit costs are: Included in contract price / Billed separately at cost

2.4 Plans and Specifications

- Attached as Exhibit A (architectural/engineering plans)
- Attached as Exhibit B (material specifications)
- No formal plans — scope defined by Section 2.1 above

SECTION 3: CONTRACT PRICE AND PAYMENT SCHEDULE

3.1 Total Contract Price

Item	Amount
Total Contract Price	\$
Sales Tax (if applicable)	\$
Permit Fees (if billed separately)	\$
Total Amount Due	\$

3.2 Payment Schedule

Oregon Guidance: Oregon does not impose a statutory cap on down payments for residential construction contracts. Best practice is to limit the down payment to no more than one-third (1/3) of the total contract price. Tie all payments to completed work milestones, not calendar dates.

Payment	Amount	Trigger (Work Milestone)
Down Payment	\$	Upon signing (recommended: no more than 1/3 of contract price)
Progress Payment 1	\$	
Progress Payment 2	\$	
Progress Payment 3	\$	
Final Payment	\$	Completion and final inspection
Total	\$	

3.3 Payment Terms

- Payments are due within ___ days of written invoice
- Acceptable payment methods: _____
- No payment shall be due for work not yet performed or materials not yet delivered to the job site
- Final payment is due only after: (a) all work is complete, (b) final inspection is passed (if applicable), and (c) Homeowner has had reasonable opportunity to inspect

SECTION 4: PROJECT TIMELINE

Milestone	Date
Estimated Start Date	
Estimated Completion Date	

4.1 Delays

- Contractor shall notify Homeowner in writing within **48 hours** of any event that may delay the project
- Excusable delays include: weather, permit delays, material shortages, acts of God, government orders
- Non-excusable delays exceeding ___ business days entitle Homeowner to a daily credit of \$_____ (liquidated damages), not to exceed ___% of the total contract price
- If the project is not substantially complete within ___ days of the estimated completion date (excluding excusable delays), Homeowner may terminate this contract under Section 9

SECTION 5: CHANGE ORDERS

Any changes to the scope, price, or timeline of this contract must be documented in a written Change Order signed by both parties before the changed work begins.

Each Change Order shall include:

1. Description of the changed work
2. Addition to or deduction from the contract price
3. Impact on the project timeline
4. Signature of both Homeowner and Contractor

No verbal agreements will modify this contract.

SECTION 6: MATERIALS AND WORKMANSHIP

6.1 Materials

- All materials shall be new unless otherwise specified in writing
- Specific materials, brands, and grades are listed in: Section 2.1 / Exhibit B
- Substitutions require prior written approval from Homeowner
- Contractor warrants that all materials comply with applicable building codes

6.2 Workmanship Standards

- All work shall be performed in a professional, workmanlike manner
- All work shall comply with applicable Oregon building codes and local ordinances
- All work shall conform to the plans, specifications, and scope described in this contract
- Contractor shall maintain a clean and safe job site

6.3 Subcontractors

- Contractor will / will not use subcontractors
- If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- All subcontractors performing work that requires a CCB license must hold a valid, active license
- Homeowner may request CCB license numbers for any subcontractor working on the project

SECTION 7: WARRANTIES

7.1 Contractor Warranty

Contractor warrants all labor and workmanship for a period of ___ year(s) from the date of completion. During this period, Contractor shall repair or correct, at Contractor's expense, any defects in workmanship or materials furnished by Contractor.

7.2 Manufacturer Warranties

Contractor shall provide Homeowner with all manufacturer warranties for materials and equipment installed. Contractor shall ensure installations comply with manufacturer specifications to preserve warranty coverage.

7.3 Warranty Exclusions

This warranty does not cover:

- Normal wear and tear
- Damage caused by Homeowner negligence or misuse
- Damage caused by third parties or acts of God
- Items specifically excluded in writing

SECTION 8: INSURANCE AND BONDING

8.1 Contractor Insurance Requirements

Contractor shall maintain, at minimum, the following coverage for the duration of the project:

Coverage	Minimum Amount
General Liability	\$
Workers' Compensation	Statutory limits (required if Contractor has employees)
Automobile Liability (if applicable)	\$

- Contractor shall provide certificates of insurance upon request
- Homeowner shall be named as additional insured on the general liability policy

8.2 CCB Bond Requirement

Oregon Requirement (ORS Chapter 701): Licensed contractors must maintain a surety bond with the Oregon Construction Contractors Board (CCB) as a condition of licensure. Bond amounts vary by license type (e.g., \$20,000 for residential general contractors). Verify current bond status at oregon.gov/ccb.

SECTION 9: TERMINATION

9.1 Homeowner's Right to Terminate

Homeowner may terminate this contract at any time by providing written notice to Contractor. Upon termination:

- Homeowner shall pay for all work satisfactorily completed and materials delivered to the job site as of the termination date

- Contractor shall provide an itemized accounting of all work completed and materials delivered within **10 business days** of termination
- Contractor shall not charge a cancellation penalty exceeding the actual costs reasonably incurred

9.2 Contractor's Right to Terminate

Contractor may terminate this contract if:

- Homeowner fails to make a payment due under this contract within ___ days of written notice of default
- Conditions at the job site make the work unsafe or illegal to continue

9.3 Three-Day Right to Cancel

Oregon Law (ORS 83.710–83.750 — Home Solicitation Sales Act): If this contract was solicited and signed at the Homeowner's residence or at a location other than the Contractor's permanent place of business, the Homeowner has the right to cancel this contract within **three (3) business days** of signing, without penalty or obligation. The Contractor must provide a written Notice of Cancellation form at the time of signing. Failure to provide this notice extends the cancellation period. Cancellation must be delivered in writing by midnight of the third business day. Upon cancellation, the Contractor must return all payments within **ten (10) business days**.

SECTION 10: DISPUTE RESOLUTION

10.1 Informal Resolution

The parties agree to attempt informal resolution of any dispute by written notice describing the issue. The other party shall respond in writing within **15 business days**.

10.2 Mediation

If informal resolution fails, the parties agree to submit the dispute to non-binding mediation before a mutually agreed mediator. Mediation costs shall be shared equally.

10.3 CCB Complaint

Oregon Resource: Homeowners may file a complaint with the Oregon Construction Contractors Board (CCB) at any time. The CCB investigates complaints involving licensed and unlicensed contractor activity and offers dispute resolution services. Filing a CCB complaint does not prevent the homeowner from also pursuing legal remedies. File at oregon.gov/ccb.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs under ORS 20.082. Oregon Small Claims Court handles claims up to **\$10,000**.

SECTION 11: MECHANICS' LIEN NOTICE

Oregon Law (ORS Chapter 87): Oregon allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid. A claim of lien must be filed within **75 days** after the claimant's last day of providing labor or materials. Once filed, a lien foreclosure action must be commenced within **120 days**. A lien can affect your ability to sell or refinance.

11.1 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final lien waiver** from the contractor and all subcontractors upon final payment
- Oregon does not have statutory lien waiver forms; use written unconditional lien waivers
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Verify that payments are flowing to subcontractors and suppliers by requesting proof of payment

11.2 Preliminary Notice (ORS 87.021)

Under Oregon law, subcontractors and material suppliers who do NOT have a direct contract with the homeowner must serve a written preliminary notice within **8 days** of first furnishing labor or materials in order to preserve lien rights. This is one of the shortest preliminary notice windows in the country. If you receive such a notice, it does not mean there is a problem — it preserves the sender's right to file a lien if they are not paid. Keep all preliminary notices on file.

SECTION 12: ADDITIONAL OREGON REQUIREMENTS

12.1 Contract Requirements Under ORS 701.305

Oregon law requires written contracts for residential improvements over \$2,000. Confirm the following are included before signing:

- Contractor's name, business address, and CCB license number included in this contract
- License is active and not expired, suspended, or revoked
- License classification covers the scope of work being performed
- Required bond is in force (verify at oregon.gov/ccb)
- Workers' compensation coverage is in force (if contractor has employees)
- Description of work, contract price, and approximate start/completion dates included
- Notice of Three-Day Right to Cancel provided (if applicable)

12.2 Required Contract Notice

Oregon requires a written contract before work begins on residential improvements over \$2,000. The contract must include the contractor's CCB license number, a description of the work, the contract price, and approximate start and completion dates. Confirm all blank fields are filled in before signing and that you receive a signed copy before work starts.

12.3 CCB License Statement

Contractors are required by law to be licensed and regulated by the Oregon Construction Contractors Board (CCB). Any questions concerning a contractor may be referred to the Oregon CCB, PO Box 14140, Salem, OR 97309-5052. Phone: 503-378-4621. Website: oregon.gov/ccb.

12.4 Workers' Compensation and Insurance

Oregon law (ORS Chapter 656) requires contractors with employees to carry workers' compensation insurance. Independent contractors working alone may be exempt but must confirm exemption status with Oregon DCBS. Verify coverage before work begins.

SECTION 13: GENERAL PROVISIONS

13.1 Entire Agreement

This contract, including all exhibits and change orders, constitutes the entire agreement between the parties. No prior verbal or written representations shall be binding unless incorporated herein.

13.2 Severability

If any provision of this contract is found unenforceable, the remaining provisions shall continue in full force and effect.

13.3 Governing Law

This contract shall be governed by the laws of the State of Oregon.

13.4 Notice

All notices under this contract shall be in writing and delivered to the addresses listed in Section 1, by personal delivery, certified mail, or email with confirmed receipt.

13.5 Assignment

Neither party may assign this contract without the prior written consent of the other party.

SECTION 14: EXHIBITS AND ATTACHMENTS

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications

- Exhibit C: Notice of Three-Day Right to Cancel
- Exhibit D: Contractor's CCB License Printout
- Exhibit E: Certificates of Insurance
- Additional: _____

SIGNATURES

By signing below, both parties acknowledge that they have read, understand, and agree to all terms of this contract.

Homeowner

Signature

Printed Name

Date

Homeowner (if jointly owned)

Signature

Printed Name

Date

Contractor

Signature

Printed Name

Title

CCB License #

Date

OREGON PRE-SIGNING CHECKLIST (FOR HOMEOWNER USE)

Before signing, confirm:

- Verified contractor's CCB license is active at oregon.gov/ccb

- License classification covers the project type

- Workers' compensation status confirmed (if contractor has employees)

- Bond status confirmed through CCB license lookup

- General liability insurance certificate obtained

- Down payment is reasonable (recommended: no more than 1/3 of contract price)

- Three-Day Right to Cancel notice provided (if contract signed at home)

- All blank fields in this contract are filled in – no blank spaces

- Received a signed copy of the complete contract before work starts

- Payment schedule tied to work milestones, not calendar dates

- Plans, specs, and material lists are attached or described in detail

- Aware of Oregon's 8-day preliminary lien notice window (ORS 87.021)

This template was prepared by jaspector.com as an educational resource for Oregon homeowners. It is not legal advice. Consult an Oregon-licensed attorney before executing any construction contract. — Template Version 1.0, March 2026