

Disclaimer: The only purpose of this sample contract is to serve as an educational example of the contract terms that are required by ORS 671.625(2) and OAR 808-002-0020. It does not constitute legal advice, nor does it substitute for legal advice. You should not rely on this sample contract when determining whether your contract is valid, complete, sufficient or enforceable

Contract for Landscape Construction Work

This is a contract for landscape construction work to be performed by (Insert your Business name) for (Enter consumer's name) made this _____ day of _____

INFORMATION

1. **License No.**
[Insert LCB license number.]
2. **ABC Landscaping contact information:**
[Insert landscape business & physical address, phone number, and a form of electronic communication (fax, email or text number).]
3. **CONSUMER's name and address:**
[Insert consumer's name, address and phone number.]
4. **The work site is located at:**
[Insert work site address or location of job site.]

SCOPE OF WORK

ABC shall perform the following work for consumer:
[Insert description of the work to be performed, who is paying for materials, material specifications if any, who is responsible to obtain permits, a reference to contract drawings if any and any other terms that define the scope of work.]

PAYMENT TERMS

Consumer shall pay for the work on the following schedule:
[Insert the payment schedule.]

EXPLANATION OF SUBCONTRACTORS ON JOB SITE

[If subcontractors will be used for any portions of the performance of landscaping work the contract must include a statement notifying the consumer subcontractors may be used.]

EXPLANATION OF GUARANTEE

[If there will be a guarantee, be sure to explain the guarantee. If there is no guarantee, include a statement that no guarantee is being provided.]

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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 may limit a consumer’s ability to have their dispute resolved by the Oregon court system or the Oregon Landscape Contractors Board. If you have a mediation or arbitration clause, you must have an explanation that the consumer may be waiving their right to access to LCB claims process and may not have access to the landscape contracting business’ bond.]

STATEMENT OF LICENSURE

[Insert statement the business is licensed by the State Landscape Contractors Board and the current address and phone number of the board (2111 Front Street NE Ste 2-101, Salem, OR 97301, PH: 503-967-6291.)]

NOTICE OF RIGHT TO CANCEL CONTRACT

[Always attach "Notice of Right to Cancel Contract form to your contract]

The Oregon Landscape 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.

Consumer

Date

John Smith, Manager
ABC Landscaping, LLC

Date