

HOUSE AMENDMENTS TO A-ENGROSSED SENATE BILL 203

By COMMITTEE ON CONSUMER PROTECTION

May 22

1 On page 9 of the printed A-engrossed bill, delete lines 14 through 37 and insert:

2 “**SECTION 8.** ORS 701.305 is amended to read:

3 “701.305. (1) A contractor may not perform work subject to this section for an owner of a resi-
4 dential structure or zero-lot-line dwelling without a written contract if the aggregate contract price
5 exceeds \$2,000. If the price of a contract was initially less than \$2,000, but during the course of
6 performance the contract exceeds that amount, the contractor shall mail or otherwise deliver a
7 written contract to the owner not later than five days after the contractor knows or should rea-
8 sonably know that the contract price will exceed \$2,000. Failure to have a written contract will not
9 void the contract.

10 “(2) The Construction Contractors Board shall adopt rules that require a contractor to use
11 standard contractual terms in a construction contract for which subsection (1) of this section re-
12 quires a written contract. The standard contractual terms shall be clear, use words of common
13 understanding and shall include but need not be limited to:

14 “(a) A statement that the contractor is licensed by the board;

15 “(b) The name, license number, address and telephone number of the contractor as shown on
16 board records on the date the contract is entered into;

17 “(c) An acknowledgment of a written offer of a warranty, if an offer is required by ORS 701.320,
18 and indication of the acceptance or rejection of the offered warranty;

19 “(d) For a residential structure contract, a [*summary*] **list** of the notices required under ORS
20 87.093 or under rules adopted under ORS 701.330 and 701.335 (2) on the contractor’s bid proposal;

21 “(e) Acknowledgment of the receipt of the maintenance information required by the board under
22 ORS 701.335; and

23 “(f) An explanation of the property owner’s rights under the contract, including, but not limited
24 to, the ability to file a claim with the board and the existence of any mediation or arbitration pro-
25 vision in the contract, set forth in a conspicuous manner as defined by the board by rule.”.

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