



MARSH LLC submits the above proposal to customer. This proposal is not a binding legal contract until signed both by Customer and by an authorized representative of MARSH LLC.

THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS PROPOSAL ARE INCORPORATED HEREIN.

Acceptance of Proposal

Customer (jointly & severally if more than one person) accepts the proposal from MARSH LLC and agrees to pay the total price upon the terms & conditions set forth above and agrees to the Terms & Conditions on the reverse side of this proposal. Customer authorizes Marsh LLC to furnish, deliver & arrange for the installation of the materials described above and/or described in the attached sketches, specifications, or any other medium to convey specifications formally associated with the proposal, if any.

Customer acknowledges receipt of the “Information Notice to Owner About Construction Liens”, the “Notice of Procedure” and the “Explanation of Property Owner’s Rights”, and “Consumer Protection Notice”, copies of which are attached hereto.

Dated: _____ **Customer:** _____

Acknowledged by Marsh LLC

Marsh LLC has accepted the signed acceptance by Customer and agrees to perform in accordance with the descriptions, specifications, terms and conditions hereof.

Dated: _____

By: _____

Authorized Representative

Email: info@buildwithmarsh.com
CCB#: 211539

Website: www.buildwithmarsh.com
Phone: (971) 242-4107



TERMS AND CONDITIONS OF CONTRACT

The following Terms and Conditions are a part of the contract between MARSH LLC and Customer. Where used, the term “additional charges” includes labor, materials, profit and overhead.

1. **LIMITED WARRANTY.** MARSH LLC agrees to remedy, which at the option of MARSH LLC may mean repair or replace, any defects relating to its work due to faulty materials or workmanship for a period of one year from the date of substantial completion. There is no other warranty, expressed or implied.
2. **CONTRACTOR’S EXCLUSIVE RIGHTS.** Under no circumstances shall Customer be entitled to have any repairs, restorations, remediation’s or corrections done to the work by MARSH LLC, and under no circumstances shall Customer have the right to charge MARSH LLC for any costs, expenses or damages Customer incurs for any third party repairs, remediation’s, restoration or corrections, unless Customer has first given MARSH LLC written notice of any alleged defect in the work done by MARSH LLC or with regard to any alleged failure of performance by MARSH LLC. The written notice shall be sent certified mail, return receipt requested, and addressed to the current business address of MARSH LLC. Customer shall promptly furnish MARSH LLC with any reports or other documents evidencing the existence or resolution of any defect or damage. Following the receipt of written notice from Customer, MARSH LLC shall have the right at any reasonable time to inspect Customer’s property. For a period of 90 days from giving of the written notice by Customer, MARSH LLC shall have the exclusive right to perform whatever repairs, remediation, restoration or corrective work as MARSH LLC, at its option, deems necessary to resolve the defects, damage or non-performance described in Customer’s written notice. This provision shall be in addition to any statutory rights available to a contractor under Oregon law including Oregon Revised Statutes Chapter 701, as now existing or hereafter amended or replaced. Nothing set forth in this paragraph shall operate to extend or enlarge any warranty obligation of MARSH LLC otherwise set forth in this Contract or under Oregon law.
3. **CHANGES AND ADDITIONAL WORK.** If MARSH LLC performs additional work beyond that described in the specifications portion of this Contract at the request of the Customer, then Customer agrees to pay the additional reasonable charges for such additional work, or for any changes requested by Customer and performed by MARSH LLC, regardless of whether a written change order is signed by Customer and/or MARSH LLC. The additional reasonable charges shall include labor, materials, overhead and profit.
4. **WORK NOT TO BE DONE BY MARSH LLC.** MARSH LLC is not responsible for repairing, patching, plastering, carpentry, or any other trade or specialty work, decorating or redecorating, painting, staining or finishing, or similar worked not specifically called for in this Contract to any part of Customer’s property that is in any way altered or affected by the work done by MARSH LLC, unless otherwise specifically agreed upon in writing. If MARSH LLC does any such work at the request of Customer, Customer agrees to pay the reasonable charges therefore, including labor, materials, overhead and profit.
5. **MOVING.** Customer shall arrange for moving or removing all furniture, appliances, fixtures (such as plumbing fixtures and toilets) and other items or obstacles in the area in which MARSH LLC will be working. If, however, MARSH LLC should attempt to move or removed any of the same, then MARSH LLC shall not be responsible for any damage resulting there from and Customer shall indemnify and hold MARSH LLC harmless from any loss, damage, cost or expense, including injury to person or property, resulting from any such moving by MARSH LLC. MARSH LLC may charge Customer reasonable additional charges for any moving work done by MARSH LLC, whether or not requested by Customer.
6. **UTILITIES AND SERVICE.** Under no circumstances is MARSH LLC responsible for the removal, relocation, or temporary removal of utilities to include electrical, plumbing, heating, cooling, ventilating, air conditioning, gas, and other services and utilities work unless specified in this Contract. In the event

that utilities or services are discovered within the cavity of walls that are to be removed, within the pathway or structural members to be installed, or situated in a manner that could not have been reasonably anticipated and consequently prohibits the completion of Contract work, the Customer agrees to pay the additional reasonable charges for such additional work, regardless of whether a written change order is signed by Customer and/or MARSH LLC. The additional reasonable charges shall include labor, materials, overhead and profit.

7. **EXISTING DEFECTS AND PROBLEMS.** MARSH LLC is not responsible for any loss or damage, or any repair, restoration or remediation, for existing structural defects, dry rot, code violations or any concealed, unapparent or latent conditions or defects (“problems”). If MARSH LLC encounters any problems during the course and scope of performance of this Contract, MARSH LLC may charge the Customer the reasonable additional charges, including materials, labor, overhead and profit, incurred by MARSH LLC to correct the problems or to otherwise perform its work and any other work made necessary because of the problems. Unless otherwise agreed in writing, Customer shall be responsible for correcting, repairing, restoring or remediating any problems discovered during the course of the performance of the work by MARSH LLC.
8. **SUBFLOOR ISSUES.** MARSH LLC shall not be held responsible should it become apparent upon tear out of existing floors that additional plywood or sub floor repairs need to be corrected and/or resolved (i.e. height difference in floor level) prior to installation of new floor coverings (tile, hardwood, carpet, etc.). Customer is responsible for any additional reasonable charges, which shall include labor, materials, overhead and profit.
9. **UNUSED/REMOVED MATERIALS.** All unused materials or materials removed in the process of demoing existing property shall remain and/or become the property of MARSH LLC, unless otherwise stated in this Contract.
10. **DELAYS.** MARSH LLC shall not be liable for delays in or failure to deliver, install or complete all or any part of the work called for in this Contract if due to causes beyond the reasonable control of MARSH LLC, including without limitation fire, earthquake, storm, ice, landslides, strikes, war, government regulations, and unavailability of labor or materials. Furthermore, MARSH LLC shall not be liable for delays for any work called for in this Contract that is to be performed by subcontractors, engineers, drafters/designers, or that is to be coordinated or approved by the respective permit-issuing agency.
11. **PAYMENT. Customer will receive an invoice via email when a payment is due. Any concerns that may arise regarding any portion of work performed by MARSH LLC is covered under MARSH LLC’s 12 month warranty period and does not constitute reason for withholding payment.**
(initial)
 - a. **PROGRESSIVE BILLING:** Projects less than \$20,000 will be split into halves. Projects exceeding \$20,000, but less than \$50,000 in value will be split into thirds. Projects exceeding \$50,000 will be determined as MARSH LLC sees fit.
 - b. **CHANGE ORDERS:** When Customer’s projects require a change order after the project has started, a \$20.00 fee will be charged to Customer for every change order issued (independent of costs, materials, labor, and profit, which shall also be due corresponding to whatever additional work caused by the change order). When change order is signed by Customer, payment in full for the change order will be required at that time, unless progressive billing is utilized, in which case change orders are to be processed with each corresponding progress payment.
 - c. **SPECIAL/CUSTOM ORDERS:** All orders that are customized for any project must be paid in full before delivery date. Installation charges will be billed at the completion of the installation of product. This includes all cabinet orders.
12. **DEPOSITS.** Deposits received in good faith are subject to a 20% forfeiture amount should customer choose to cancel job(s) and request any deposits refunded. Any deposit refund will be processed within ten business days from date of request.
13. **PAYMENT DUE UPON DELAY OR WORK STOPPAGE.** If the work by MARSH LLC being performed is delayed or stopped by Customer through no fault of MARSH LLC, then Customer shall pay the amount MARSH LLC determines is due for that portion performed or completed when request for payment is made.

- 14. RIGHT TO TERMINATE.** MARSH LLC reserves the right to terminate this Contract in the event that the Customer:
- a. Refuses to pay for services arising from unforeseen conditions not encompassed within the scope of work;
 - b. Creates an uncomfortable or hostile environment that isn't conducive to project completion;
 - c. Insists on directing or controlling construction process and critiquing or mandating construction techniques; or
 - d. Acts in such a manner that inhibits project completion as originally intended by MARSH LLC.

Upon notification of contract termination, MARSH LLC will thoroughly evaluate the market value of work performed in order to determine the project balance to be paid out by responsible party at time of notice. For the avoidance of doubt, termination under this paragraph means that Customer shall owe payment to MARSH LLC for work completed, irrespective of work that remains to be done.

- 15. BREACH.** The failure of Customer to make any payment when due shall be a material breach of this contract, which shall entitle MARSH LLC, at its option, to suspend performance or to terminate this Contract.
- 16. INTEREST.** Any payment not made when due, and any unpaid balance, shall accrue interest at the rate of 12% per year compounded continuously from the due date(s) until paid.
- 17. ATTORNEYS FEES.** In the event MARSH LLC refers this matter to an attorney or a collection agency because of the nonpayment by Customer, Customer agrees to pay reasonable attorneys fees and related legal fees incurred by MARSH LLC, whether or not a lawsuit is filed. If a lawsuit is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs as determined by the court or courts in which the lawsuit is tried, heard or decided, including any court sponsored arbitration, and on appeal.
- 18. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement and understanding of Customer and MARSH LLC. This Contract supersedes any and all prior verbal or written proposals and discussions. There are no terms provisions, representations, guarantees or warranties other than those expressly incorporated into this Contract.

DISCLAIMERS

1. MARSH LLC will do our part to ensure we are respecting your property and rights as the Customer. MARSH LLC expects reciprocation in treatment at all times. It is imperative that the Customer avoids the worksite to the maximum extent practical, except unless requested for clarification.
2. The Customer is expected to provide the driveway free and clear at all times during the regular work week unless otherwise requested.
3. Unless specifically requested in the Contract or alternative arrangements made, Customer is expected to lend use of bathrooms within home. If Customer denies access, Customer will be charged for the rental of a portable bathroom unless coordinated prior to Contract signing.
4. MARSH LLC will minimize encroachment into landscaping/yard to the maximum extent practical. However, MARSH LLC is not responsible for the disturbance, damage to, or entire destruction of any landscaping to include shrubbery, plantings, gardens, trees, sprinkler systems, outdoor lighting, or any other element in the yard that is within the work zone and that prevents completion of Contract work. It is recommended Customer move or remove any such features prior to MARSH LLC commencement of work, to reduce or eliminate the possibility of damage.
5. All work that is to be performed simultaneously, independent of this Contract by another contractor or similar trade must be presented to MARSH LLC and approved (so as to prevent disruption of Contract work). MARSH LLC is not responsible for any damage to property or life by other trades independent of this Contract. Additionally, the schedule of MARSH LLC always takes precedence.

TERMS AND CONDITIONS OF CONTRACT ACKNOWLEDGEMENT:

Customer:

Signature: _____ **Date:** _____

Marsh LLC:

Signature: _____ **Date:** _____
Authorized Representative

Explanation of Property Owner’s Rights:

1. Consumers have the right to receive the products and services agreed to in the contract.
2. Consumers have the right to resolve disputes through means outlined in the contract.
3. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may prevent the CCB from processing.

Arbitration/Mediation 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.

The following box should be checked by the contractor:

- This contract DOES contain an arbitration or mediation clause.
- This contract DOES NOT contain an arbitration or mediation clause.

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 obligated to accept contract terms proposed by the contractor, including arbitration provisions. These may be negotiated to the satisfaction of both parties.

Homeowner / Client	Signature	Date
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Marsh LLC, Authorized Representative	Signature	Date
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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.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

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 a 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.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

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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.

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.

Job Site Address: _____

CONTRACTOR: CCB#: _____

PROPERTY OWNER:

Print Name (as it appears on contract)

Print Name (as it appears on contract)

Signature

Date

Signature

Date



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.

START OUT YOUR PROJECT RIGHT

1. **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** - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
 - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **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.
3. **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.
4. **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

CONTRACTOR: CCB#: _____

PROPERTY OWNER: _____

Signature

Date

Signature

Date



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:

1. 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.
2. 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.
3. 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.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#: _____

HOMEOWNER:

Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

Signature of Authorized Representative Date

Signature

Date