

OREGON LANDSCAPE CONTRACTORS BOARD

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Essential Elements of a Contract

Landscape jobs totaling \$2,000 or more must be performed with a **written** contract. The Landscape Contractors Board (LCB) has adopted rules for the minimum standards of all written contracts.

MINIMUM STANDARDS FOR LANDSCAPE CONTRACTS

Landscaping contracts and subcontracts with a homeowner/consumer or an agent of the homeowner/consumer shall include, but not be limited to, the following:

1. Landscape contracting business name, license number, business physical address, mailing address, and telephone number;
2. Homeowner/Consumer's name and address;
3. Address or location of work to be performed if different from the homeowner/consumer's address;
4. General description of the work to be performed and the materials to be installed;
5. Estimated time for completion or estimated completion date;
6. Price and payment schedule;
7. Description of guarantee; if no guarantee is being provided, a statement that no guarantee is being provided;
8. Signatures of the authorized business representative and homeowner/consumer;
9. Statement that the business is licensed by the State Landscape Contractors Board and the current address and phone number of the board.
10. If subcontractors will be used for the performance of any landscaping work, the contract must include a statement notifying the homeowner/consumer subcontractors may be used.
11. If the contract contains an arbitration clause, the contract must include language explain that if the homeowner/consumer signs the contract, the homeowner/consumer may be waiving their right to access the Board's claim process and may not have access to the landscape contracting business' bond.
12. A "*Notice of Right to Cancel Contract*" page attached to the written contract. This Notice explains the consumer has three business days to cancel a contract and that the cancellation must be in writing, and clearly state the contract is being canceled. This form also has a place where the consumer may waive that three-business day period.
13. A form of electronic communication such as fax, email or text messaging to be able to send a cancellation notice to the landscape contracting business within that three-business day period.

Contracts missing one or more of the required elements are subject to a civil penalty and may not be enforceable by the landscape contracting business.

CHANGE ORDERS

Any changes or amendments to landscaping contracts and subcontracts shall identify the scope of the change or amendment, be agreed to by both parties, and be in writing (fax, email or text are acceptable).

There may be other elements that a landscape contracting business may want to include within the contract. Remember...a contract is the best opportunity to establish clear communications about job expectations between the landscape contracting business and the consumer!

Disclaimer: The only purpose of this listing 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 listing when determining whether your contract is valid, complete, sufficient or enforceable.