

Welcome to
Tech Direct Club
A Service of
Xigent Appliance Repair, Inc.

1. The Tech Direct Club

Welcome to the Tech Direct Club! This program is designed to give you peace of mind and protection against high repair bills. While this isn't an insurance policy, warranty, or traditional service contract, it is a membership that unlocks exclusive access to free repair labor for a full 12 months.

As a Club Member, you enjoy **\$0.00 labor costs** for your qualifying appliances. When you need us, simply schedule your service through Xigent, and we'll be there.

Please note that while we cover the expertise and labor, you remain responsible for purchasing the actual parts and paying for the shipping costs, separate from the repairs (we don't finance or reimburse parts). This is a private membership administered exclusively by us, and availability is limited—we're glad you're here!

2. About Us

Since February 2020, Xigent Appliance Repair has been proudly serving over 25,000 households across Oregon and Washington. We are a team of seasoned veterans who bring decades of hands-on experience and top-tier technology to every job. As an Oregon-based corporation and General Contractor, we are committed to keeping your home running smoothly. We are thrilled to invite you to join us.

3. Definitions

To help you get the most out of your membership, we have outlined a few key words and phrases used throughout this agreement. These definitions are important for your understanding of exactly what is covered and the standards we use to determine if an appliance can be repaired.

- *Member*: That's you! The customer enrolling in the Tech Direct Club.
- *Membership Period*: The 12-month term starting from the date your enrollment is processed.
- *Qualifying Appliance*: A residential appliance located at your registered address that we have approved under the program.
- *Standard Diagnostic Fee (i.e., "Estimation Fee")*: The fixed fee required for a technician to travel to your home and identify a reported issue/failure. This fee is paid by all customers (Members and Non-Members) for every service incident where a repair diagnosis is requested.

- Repair Labor: The professional labor required to fix the appliance once the issue has been diagnosed.
 - o Standard Pricing: Our standard flat rate per repair.
 - o Member Pricing: \$0.00 (FREE).
- Preventative Maintenance Check: A comprehensive health check of an appliance (e.g., checking sensors, seals, testing temperatures, etc.).
 - o Standard Pricing: Our standard fee per appliance (charged for any unit checked, including the unit being repaired).
 - o Member Pricing: \$0.00 (FREE) as an add-on to a repair visit.
 - ***LIMITATION: This free benefit is available only when we are **already at your home to diagnose a repair**. If you schedule a visit solely for maintenance checks, **standard trip and maintenance fees will apply**.***
- Serviceable Condition: The status of an appliance that Xigent determines is eligible for repair. A unit is in “Serviceable Condition” only if:
 - o Replacement parts are available through our standard supply chain; and
 - o The appliance has not reached the end of its useful life due to age, rust, corrosion, or pre-existing damage.
 - Note: Determining whether an appliance is in “Serviceable Condition” is at the ***sole discretion of Xigent Appliance Repair***.

4. Eligibility

We are happy to open the Tech Direct Club to all customers who own qualifying residential appliances. The membership is designed specifically for residential households. To ensure fair usage of the program, eligibility is defined as follows:

- Owner-Occupied Homes: The standard membership covers single-family homes, townhomes, or condos where the owner resides as the primary occupant.
- Investment & Rental Properties: We welcome landlords! If you own a residential property that is tenant-occupied on a long-term lease (6 months or longer), you may enroll the property for an additional annual fee of \$100.00 per residence.
- One Membership Per Address: Eligibility is tied to the specific "street address" of the home. Properties with multiple units (such as a duplex or ADU with separate mailing addresses) require a separate membership for each unit.
- Commercial & Short-Term Exclusions: This program does not cover properties used for commercial business or short-term lodging. Specifically, the following are not eligible:
 - o Short-term vacation rentals (e.g., Airbnb, VRBO, Vacasa).
 - o Commercial facilities (e.g., restaurants, offices, salons).
 - o Property Management groups enrolling bulk units (unless approved in writing).

- o HOA Exclusions: Appliances that are the property of, or maintained by, a Homeowners' Association (HOA) or Condominium Association (e.g., clubhouse appliances) are not eligible.
- *Rented or Leased Appliances*: Appliances that are currently under a third-party rental, lease-to-own, or rent-to-own contract (e.g., appliances not fully owned by the homeowner or landlord) are not eligible.

5. Program Limitations & Exclusions

To ensure the sustainability of the Tech Direct Club and keep our labor benefit free, we must set clear boundaries on what we cover. This section outlines the specific situations, appliance types, and brands where the free labor benefit does not apply.

- *Serviceable Condition & Practical Limits*. Our goal is to fix appliances that still have life in them, not to attempt repairs on machines that should be retired.
 - o Company Discretion: The free labor benefit applies only to appliances that are in a Serviceable Condition (as defined in Section 3, “Definitions”).
 - o Beyond Economic Repair: If we determine that an appliance is not worth repairing—whether due to obsolete parts, excessive age, or if the repair cost approaches the cost of replacement, or some other reason—we will decline the repair. In this scenario, we will happily provide a referral or replacement recommendation to help you move forward.
- *Excluded Costs & Damages*. Remember, this membership covers labor services only. We cannot provide coverage or reimbursement for:
 - o Parts & Shipping: Any replacement parts or shipping fees required to complete a repair.
 - o Food Loss: Any food spoilage or property loss resulting from an appliance failure.
 - o Environmental Damage: Issues caused by chemical/mineral buildup, corrosion, rust, mold, pets/vermin, or external environmental conditions.
 - o Disposal: The removal or disposal of old appliances or parts.
 - o Existing Warranties (Limited): Appliances currently covered by a manufacturer’s warranty or a third-party extended warranty are typically excluded from this membership. However, because some third-party policies act as supplemental coverage (enhancing rather than conflicting with our service), we reserve the right to review these policies on a case-by-case basis. Xigent retains the sole discretion to review, accept, or reject coverage for any appliance carrying an existing warranty.
- *Excluded Appliance Types*. The following specific items and components are not eligible for service under this program:
 - o Refrigeration Units: Refrigerators, freezers, wine coolers, and ice machines.

- o Portable Units: Countertop microwaves, portable dishwashers, or mini washing machines.
- o Specialized Components: Repairs limited to non-functional cosmetic parts (like interior linings, door glass, or shelving) or specialized accessories (like rotisserie assemblies).
- *Brands Not Serviced*. While we service most major brands, we are currently unable to service the following manufacturer brands under this program:
 - o **American, Ancona, Asko, Avanti, Beko, Bertazzoni, Blomberg/Beko, Bluestar, Caloric, Cavaliere, Ciarra, Cosmo, Dacor, Danby, DCS, DeLonghi, Dynasty, EcoTouch, Elica, Estate, Faber, Fisher, Fisher & Paykel, FiveStar, Flotera, Franklin, Gaggenau, Haier, Heartland, HiSense, ILVE, Insinkerator, Marvel, Meili, Midea, Miele, Mora, Norge, Philco, Scotsman, Siemens, Sub-Zero, Summit, Thermador, True, U-Line, Venmar, Verona, Viking, Wascomat, Winflo, Wolf, Z-Line, Zephyr.**

6. Making Service Calls

Your membership benefits begin the moment your enrollment is processed. When you need help, here is how to reach us and what to expect regarding scheduling.

- *How to Reach Us*:
 - o Call Us: 971-342-9001
 - o Email Us: member@xigentrepair.com
 - o Identify Yourself: Please let our dispatch team know you are a Tech Direct Club Member so we can verify your account and apply your free labor benefit immediately.
- *Scheduling Expectations*. We pride ourselves on being responsive, but we are also a high-demand service provider. To keep this program affordable and efficient, we do not offer "on-demand" or "emergency" dispatching. Here is our commitment to you:
 - o Communication: We strive to answer all calls and emails within one business day. You will never be ignored.
 - o Routing Efficiency: Our technicians are routed geographically to maximize the number of families we can help in a day. We will offer you the next available appointment window for your specific neighborhood.
 - o Timeline: While we always aim for the earliest possible slot, standard booking lead times generally range from 48 to 96 hours, depending on seasonal demand and your location.
 - o Business Hours: All service calls are performed during standard business hours. We do not offer nights, weekends, or holiday service.
- ***Emergency Disclaimer***. Xigent Appliance Repair is not a first-responder service. For your safety, please follow the guidelines below before calling us. Please note that this list

is provided for illustration only and is not an exhaustive list of all potential emergency situations:

- o Fire or Smoke: If an appliance is smoking or on fire, call 911 immediately. Do not wait for a technician.
- o Gas Smells: If you smell gas, leave the home immediately and call your utility provider.
- o Electrical Hazards: If an appliance is sparking, buzzing loudly, or shocking you, turn off the electricity at your home's main circuit breaker panel immediately.
- o Active Leaks: If water is actively leaking, shut off the water main or the supply valve to the appliance immediately. We can fix the machine, but we cannot stop a flood in progress.

7. Damage Waiver & Pre-Existing Conditions

We treat your home with the utmost care and respect. However, appliance repair involves moving heavy machinery and working with existing plumbing and electrical systems that may be aged or degraded.

- *Inherent Risks*. By enrolling, you acknowledge the inherent risks involved in appliance repair, including:
 - o Moving Appliances: The risk of scratches or indentations to flooring, cabinetry, or counters when heavy appliances are moved for service.
 - o Mechanical Systems: The risk that older plumbing connections, water valves, or electrical wires may fail or leak when disturbed due to age, corrosion, or pre-existing brittleness.
- *Limitation of Liability*. While we take every precaution, Xigent Appliance Repair is not liable for damage resulting from these inherent risks or for any pre-existing conditions discovered during the repair process.
- *Our Responsibility*. This waiver applies only to the unavoidable risks of the trade. It does not release us from responsibility if damage is caused by our own negligence or misconduct. If we mess up, we fix it—we stand by our work.

8. Limited-Service Guarantee

At Xigent Appliance Repair, we don't just fix appliances; we stand behind the quality of our work. We understand that inviting a technician into your home requires trust, and we want you to feel completely confident in the durability of our repairs. While no company can guarantee that a mechanical machine will never break again, we explicitly guarantee the quality of the parts we install and the craftsmanship of the specific repair we perform.

- *Parts Warranty & Sourcing*. We are committed to using high-quality components, prioritizing Original Equipment Manufacturer (OEM) parts whenever available.

- Manufacturer Coverage: Every part we install is backed by its specific manufacturer's warranty. This coverage typically ranges from 90 days to 1 year, depending on the brand and component type.
 - Xigent's 30-Day Promise: In addition to the manufacturer's coverage, we provide our own 30-day guarantee against part failure. If a part we supplied fails within 30 days of installation, we will handle the replacement logistics and install the new part at no cost to you.
- *1-Year Labor & Workmanship Guarantee*. We take pride in our expertise. To prove it, we provide a solid One-Year Workmanship Guarantee on the labor for the specific repair we performed.
 - The "Rework" Benefit: If the exact same component fails or the same specific issue returns within 365 days due to a defect in our workmanship or the part we installed, we will return to fix it.
 - Waived Fees: In a valid warranty rework scenario, you will not be charged a new Standard Diagnostic Fee. We will simply come out, verify the failure, and make it right.
- *Distinguishing "New Issues" vs. "Warranty Rework"*. Appliances are complex machines with many moving parts. Sometimes, a similar symptom (like a "noisy dryer" or "warm refrigerator") can be caused by a completely different component than the one we previously fixed.
 - The Diagnostic Process: If you experience a recurring symptom, we will return to inspect the unit. During the service, we will diagnose the issue:
 - If it's Us: If the failure is related to our previous work or part, the visit and repair are 100% free.
 - If it's New: If we determine that the new issue is unrelated to our prior work (e.g., we fixed the drain pump, but now the motor has failed), this will be treated as a new service incident. In this case, the Standard Diagnostic Fee will apply to cover the technician's time to diagnose the new failure, though your member benefit of \$0.00 Repair Labor will still cover the installation of the new repair.
- *Scope of Guarantee & Exclusions*. This guarantee is strictly limited to the specific work performed and parts installed on the invoice. It does not provide "bumper-to-bumper" coverage for the entire appliance. Specifically, this guarantee does not cover:
 - Independent Failures: Components that fail independently of our repair (e.g., if we replace a belt, we are not responsible if the control board fails a month later).
 - External Causes: Damage resulting from power surges, water supply issues, environmental conditions, or customer misuse/abuse.
 - Consequential Damages: We are not liable for incidental or consequential damages resulting from an appliance failure, including but not limited to food spoilage, clothing damage, or flooring damage.

9. Membership Fee & Payment Terms

We believe in clear, transparent pricing with no hidden fees or surprise renewals. This section outlines exactly what you pay to join and how we handle the costs associated with your repairs.

- *The Enrollment Fee.* To activate your membership and unlock the Free Labor and Free Preventative Maintenance Check benefits, there is a simple, one-time enrollment fee.
 - Standard Household: \$100.00 per residence. This covers all eligible appliances that are a part of the household for the duration of the 12-month term.
 - Investment/Non-Owner-Occupied: For properties where the owner does not reside on-site (such as long-term rentals), there is an additional surcharge of \$50.00, bringing the total enrollment fee to \$150.00.
- *Parts & Shipping Policy.* While your membership covers 100% of the professional labor, the physical costs of the repair remain your responsibility.
 - Payment in Advance: Because we are providing our labor services at no cost, Xigent Appliance Repair requires that the cost of all necessary parts and associated shipping fees be paid in full before parts are ordered.
 - No Financing: We do not finance parts or "bill later" for hardware costs. Work cannot be scheduled until the parts deposit is received.
- *No Automatic Renewals.* We want you to stay with us because you love the service, not because you forgot to cancel a subscription.
 - You Are In Control: Your membership is valid for exactly 12 months from the date of processing. It will not automatically renew.
 - Renewal Notice: We will send you a friendly reminder as your term expiration approaches, inviting you to renew for another year if you choose. If you do nothing, your membership simply expires—no surprise charges on your credit card.

10. Cancellation & Refund Policy

We are confident that you will find great value in the Tech Direct Club. To ensure you feel comfortable joining, we offer a generous, no-risk cancellation window.

- *60-Day "No Questions Asked" Guarantee.* We believe you should have time to experience the peace of mind this program offers.
 - The 60-Day Window: You may cancel your membership for any reason within the first 60 days of your enrollment date. (Note: This significantly exceeds the mandatory 3-day right to cancel provided under Oregon Statute ORS 83.730. *See Exhibit D*).
 - The Refund: If you cancel within this 60-day window, we will refund 100% of your Membership Enrollment Fee. This applies even if you have already utilized the service during that time.

- o The Process: Simply call or email us to request a cancellation. We won't hassle you or ask you to jump through hoops.
- *After 60 Days*. Once the 60-day window has passed, the Membership Enrollment Fee is considered fully earned to cover the administrative costs of the program and is non-refundable for the remainder of the 12-month term.
- *Our Right to Cancel (Termination for Cause)*. We reserve the right to cancel a membership immediately at any time for non-payment, fraud, abuse of the program, or threatening behavior toward our staff.
- *Voiding of Guarantee*. If we are forced to terminate your membership for cause (such as abuse or fraud), the 60-Day Risk-Free Guarantee is void. In such cases, you forfeit the automatic refund, and any potential reimbursement will be determined at our sole discretion based on services already rendered.

11. Scope of Responsibility

To keep the Tech Direct Club affordable and sustainable, we need to set fair boundaries on what we can cover. This section explains where our responsibility ends—and just as importantly, where it begins.

- *We Own Our Mistakes*. We believe in accountability. If we cause damage to your home or appliance through our own negligence or a mistake in our workmanship, we will make it right. We do not attempt to limit our responsibility for damages that we directly cause.
- *Financial Limit on Program Disputes*. For claims arising from this Agreement that are not related to negligence or property damage caused by us, you agree that Xigent's total financial responsibility is limited to the total amount you have actually paid us for services rendered during the current Membership Period.
- *Secondary Costs*. While we are responsible for our work, we cannot be held responsible for "ripple effects" or secondary indirect, incidental or consequential damages that occur when an appliance fails. This includes, but is not limited to:
 - o Property Loss: Food spoilage, medication spoilage, or loss of refrigerated/frozen items.
 - o Loss of Use: Costs associated with being without a working appliance (e.g., laundromat costs, dining out).
 - o Financial Loss: Loss of profits, rental income, or business interruption.
- *Delays Beyond Our Control*. We will always do our best to get parts quickly, but we are not responsible for delays caused by factors outside our control, such as global supply chain shortages, manufacturing backorders, shipping delays, or severe weather conditions.

12. Arbitration, Dispute Resolution, Governing Law & Venue

We hope to never have a dispute, but if one arises from this Agreement that we cannot resolve directly, we agree to resolve it through binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules.

- *What This Means.* By joining the Tech Direct Club, we both waive the right to a trial by jury or to have a court resolve the dispute (except for small claims, as noted below). Arbitration is more informal than a lawsuit and uses a neutral arbitrator instead of a judge or jury.
- *Class Action Waiver.* To the fullest extent permitted by applicable law, we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You agree to bring claims against Xigent Appliance Repair only in your individual capacity, and not as a plaintiff or class member in any purported class action.
- *Logistics*
 - o Location: The arbitration will take place in Linn County, Oregon, unless we both agree otherwise.
 - o Small Claims Exception: Either of us may choose to file an eligible claim in Oregon small-claims court (specifically in Linn County) instead of arbitration.
 - o Costs: Each of us will pay our own attorney fees and costs.
 - o Enforcement: A judgment on the arbitration award may be entered in any court that has jurisdiction.
 - o Governing Law. This Agreement is governed by the laws of the State of Oregon.
 - o Venue. For any legal disputes, the venue shall be exclusively in Linn County, Oregon, which is our home office location.

13. Our Complete Agreement

This document constitutes the final, complete, and exclusive statement of the agreement between you (the Member) and Xigent Appliance Repair.

- *No Other Promises.* This Agreement supersedes all prior or contemporaneous negotiations, representations, or agreements, whether written or oral. This means that you are not relying on any statement, promise, or warranty made by our technicians, staff, or materials that is not expressly written in this document.
- *Amendments in Writing.* To ensure clarity for both parties, no oral statements are binding. Any modification, waiver, or amendment to this Agreement must be made in writing and signed by an authorized representative of Xigent Appliance Repair and you.

14. Attachments & Consumer Notices

To ensure you are fully informed of your rights as a consumer under Oregon law, the following documents are attached to and hereby incorporated into this Agreement as Exhibits.

- *Exhibits:*
 - o Exhibit A: Information Notice to Owner About Construction Liens (ORS 87.093)
 - o Exhibit B: Consumer Protection Notice (ORS 701.330(1))
 - o Exhibit C: Notice of Procedure Regarding Residential Construction (ORS 701.330)
 - o Exhibit D: Notice of Buyers Right to Cancel (ORS 83.730) (Note: While Oregon law guarantees you 3 days, Xigent extends this right significantly. See Section 10 above for our 60-Day Risk-Free Guarantee)
 - o Exhibit E: Please review the attached Appliance Selection & Pricing Table. It is part of this Agreement and details the appliance categories, fees, and repair values available to you.

15. Acceptance and Acknowledgment

By signing below, you agree that you have read and fully understand this Tech Direct Club Membership Agreement, including all attached Exhibits (A through E). You confirm you've had enough time to review these terms and are happy to be bound by this Agreement as of today.

- **BUYER'S RIGHT TO CANCEL (ORS 83.730). You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. (See Exhibit D).**

Member Name (Print): _____

Signature: _____ Date: _____

EXHIBIT D:
NOTICE OF BUYER'S RIGHT TO CANCEL (ORS 83.730)

(1) _____ (Date)

You, the buyer, may cancel this agreement without any penalty, cancellation fee or other financial obligation by mailing or delivering a notice to the seller within THREE BUSINESS DAYS from the above date.

(2) If you cancel:

(a) Any property you traded in, any payments you made under the sales contract and any checks or notes you signed will be returned within 10 business days following receipt by the seller of your notice of cancellation. Any security interest that arises from the transaction will be canceled.

(b) You may either make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the sales contract or you may comply with the seller's instructions regarding the return shipment of the goods at the seller's expense and risk.

(c) If you make the goods available to the seller at your residence and the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may keep or discard the goods without further obligation.

(d) If you do not make the goods available to the seller, or if you agree to return the goods to the seller and you do not return the goods, you must perform all of your obligations under the sales contract.

(3) To cancel this transaction, mail or deliver a signed and dated copy of this notice or other written expression of your intention to cancel, or send a telegram, to:

XIGENT APPLIANCE REPAIR at 2225 Pacific Boulevard Southeast, Suite 104, Albany,
OR 97321, not later than 12 midnight on _____, the third
business day after you signed the written agreement or offer to purchase.

I HEREBY CANCEL THIS TRANSACTION.

(Signature of buyer) _____

(Date) _____



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.

(over)

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: 227943

PROPERTY OWNER:

Xigent Appliance Repair, Inc.

Print Name (as it appears on contract)

Print Name (as it appears on contract)

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#: 227943

HOMEOWNER:

Xigent Appliance Repair, Inc.

Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

Signature of Authorized Representative

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#: 227943

PROPERTY OWNER:

Signature

Date

Signature

Date