



## Contract for Gutter and or Other Parts

This is a contract for just parts supplied without any installation service for:  
 \_\_\_\_\_ (Client)

Made this day \_\_\_\_\_ of \_\_\_\_\_ year 201\_\_

### Information

1. Copper By Design is owned by David Rich, located at 10432 SW 52nd Ave, Portland, Oregon 97219, phone # (503) 351-7082
2. Client's name, address, and phone number are:

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3. Parts are to be delivered to location at (if different):

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### Scope of Parts Contract

Copper By Design shall supply the following parts made to Client's specifications as described in writing as listed here, along with hand written quote attached, or electronic file; such as e-mails:

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**Payment Terms**

I, \_\_\_\_\_ shall pay for this on the following schedule of payment to Copper By Design: Full payment up front for orders under \$500 at time of this contract to secure within Copper By Design’s schedule. Half down payment for orders under \$2,000. A 1/3 down payment for orders over \$2,000. Second 1/3 payment at time this fabrication begins; as shown through digital photos of the fabrication of those parts. The remaining balancing is due at completion of contract before the parts are delivered.  
Other payment information: \_\_\_\_\_

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**Explanation of Homeowners Rights**

- \* Consumers have the right to receive the products agreed to in the contract built to Client’s specifications
- \* Consumers have the right to resolve disputes through means outlined in the contract
- \* Consumers have the right to file a complaint with the appropriate consumer protection agencies

**Exceptions and 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 are very important. They may limit a consumer’s ability to have their dispute resolved by the Oregon court system.

\_\_\_\_\_ David Rich, dba Copper By Design cannot be held liable for any damages or proper installation that occur to those parts after delivery. The buyer \_\_\_\_\_ is solely responsible for arranging for proper installation of all parts as recommended by Copper By Design.

\_\_\_\_\_ Arbitration Required / Mediation: I agree that if a dispute claim arises, which is not easily resolved between us; out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement, or the arbitration agreement this shall be resolved by arbitration in accordance with the then effective arbitration rules of and by filing a claim with the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland or any mediator selected by the parties.

**Signatures**

The Courts urge consumers to read and understand the entire contract, including any arbitration clause before signing a contract. Consumers are not obliged to accept contract terms proposed by the supplier, including arbitration provisions. These may be negotiated and documented to the satisfaction of both parties before signing and consenting to this agreement.

\_\_\_\_\_  
Homeowner’s signature / Date

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David Rich’s signature, dba Copper By Design / Date