Inspections Division
Date: 06/25/14

The Attorney General's

MODEL HOME CONSTRUCTION CONTRACT

This model contract is for home construction, repair, or remodeling. It was drafted by the Consumer Protection Division of the Maine Attorney General in an attempt to meet the requirements of 10 M.R.S.A. §§ 1486-90, Home Construction Contracts. This contract is required to be used for home construction or repair projects costing more than $3,000. You are free to copy this contract and use it for your home construction project.

The Maine Attorney General does not guarantee that this model contract satisfies all legal requirements.

Contract No. 55R-1

1. Parties to This Contract:

A. Contractor

Raymond Ouellette — (207) 415-2609

Name — Phone

16 Dalton Street, Portland, Maine

Address

B. Homeowner or Lessee

Jeremy Fink — (207) 828-0706

Name — Phone

55 Romasco Lane, Portland, Maine

Address

2. Location of Work: 55 Romasco Lane

3. Completion Dates:

A. Estimated date of commencement July 21, 2014

B. Estimated date of completion September 12, 2014

4. Contract Price (if a "cost-plus" formula the cost of labor and materials must be estimated):

Labor not inc. electrical and plumbing = $13,500 Materials not inc. cabinets, sink, appliances and flooring = $6,700

5. Method of Payment (initial down payment is limited to no more than 1/3 of the total contract price):

Labor paid weekly, materials paid on July 15, August 15, September 15

6. Description of the Work:

- Demolition of "side porch" and expansion into kitchen. Build per plans "Scheme B v.4" and 55 Romasco Phase 1 (attached)
- Preparation for Phase 2: Chases and conduits for upstairs utilities. Consideration for second floor structure, roofing, siding, windows, etc.
- NOT INCLUDED IN PHASE 1: Bathroom remodel and backyard deck

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7. Warranties: The contractor provides the following express warranty: _____

_____

_____

In addition to any additional express warranties agreed to by the parties, the contractor warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

8. Resolution of Disputes: If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

1. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (_____);
2. Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (_____);
3. Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (_____).

The parties are *not* required to select one of these dispute resolution methods. They are optional. If the parties do *not* select one of these dispute resolution options, check here: X.

9. Change Orders: Any alteration or deviation from the above contractual specifications that involve extra cost will be executed *only upon the parties entering into a written change order.*

10. Additional Provisions: _____

_____

_____

_____

_____

_____

_____

Please note: if this contract is being used by contractors who sell door-to-door it must meet any applicable requirements of the Consumer Solicitation Sales Act, 32 M.R.S.A. §§ 4661-4671, the Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14512, and The Credit Home Solicitation Sales Act, 9-A M.R.S.A. §§ 3-501-3-507, including a description of the consumer's 3 day right to cancel the contract. If this contract includes installation of insulation in an existing residence it must contain a detailed description of the insulation as required by 10 M.R.S.A. § 1482. If this contract includes construction of a new residential building or a new addition to an existing residence, it must contain a statement that 10 M.R.S.A. §§ 1411 - 1420 establishes minimum energy efficient building standards for new residential construction, and whether this building or addition will meet or exceed those standards.

11. Contract Acceptance:

Signature: _____ Date: 6/3/14
(Homeowner or Lessee)

Signature: _____ Date: _____
(Contractor)

Each party must receive a copy of this signed contract before work can be started.