



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. 1A

1. Parties To This Contract:

A. Contractor

William Noon Noon Construction 324-3733
Name Phone

78 Sunset Rd Springvale, ME 09083
Address

B. Homeowner or Lessee

Emily, Mike Berkowski-Thall 207 761 0322
Name Phone

155 Western Prom Bethune, ME
Address

2. Location Of Work:

155 Western Prom Bethune, ME

3. Completion Dates:

A. Estimated date of commencement

Oct 1st

B. Estimated date of completion

Nov 1st

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

Cost-plus labor=6048 Materials=3300 = 9348

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

1/2 at completion of sheetrock
1/2 at completion of project

6. Description of the Work:

Construct partition in large bedroom
dividing room in half.

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

Materials + labor for 5 yrs.

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 Maine Uniform Building and Energy Code (10 M.R.S.A. §§9721-9725); 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 performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

- A. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (____);
- B. Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (____);
- C. 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: _____.

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. **Consumer Protection Warning:** This contract must include a written addendum that states that consumers are strongly advised to call the Attorney General (1-800-436-2131) or visit the Attorney General's publicly accessible website (www.maine.gov/ag) to gather current information on how to enforce their rights when constructing or repairing their homes. This addendum must also include a copy of the Maine Attorney General Home Construction Warning, which is featured on the Maine Attorney General's web page. Go to www.maine.gov/ag, click on "Forms & Sample Documents," Home Construction Warning.

11 **Additional Provisions:** CONSUMERS ARE STRONGLY ADVISED TO CALL THE ATTORNEY GENERAL (1-800-436-2131)

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.

12 **Contract Acceptance.**

Signature: Michael Brandon Thall Date: 9/17/14
 (Homeowner or Lessee)

Signature: William F. Noon Date: 9/17/14
 (Contractor)

EACH PARTY MUST RECEIVE A COPY OF THIS SIGNED CONTRACT BEFORE WORK CAN BE STARTED.

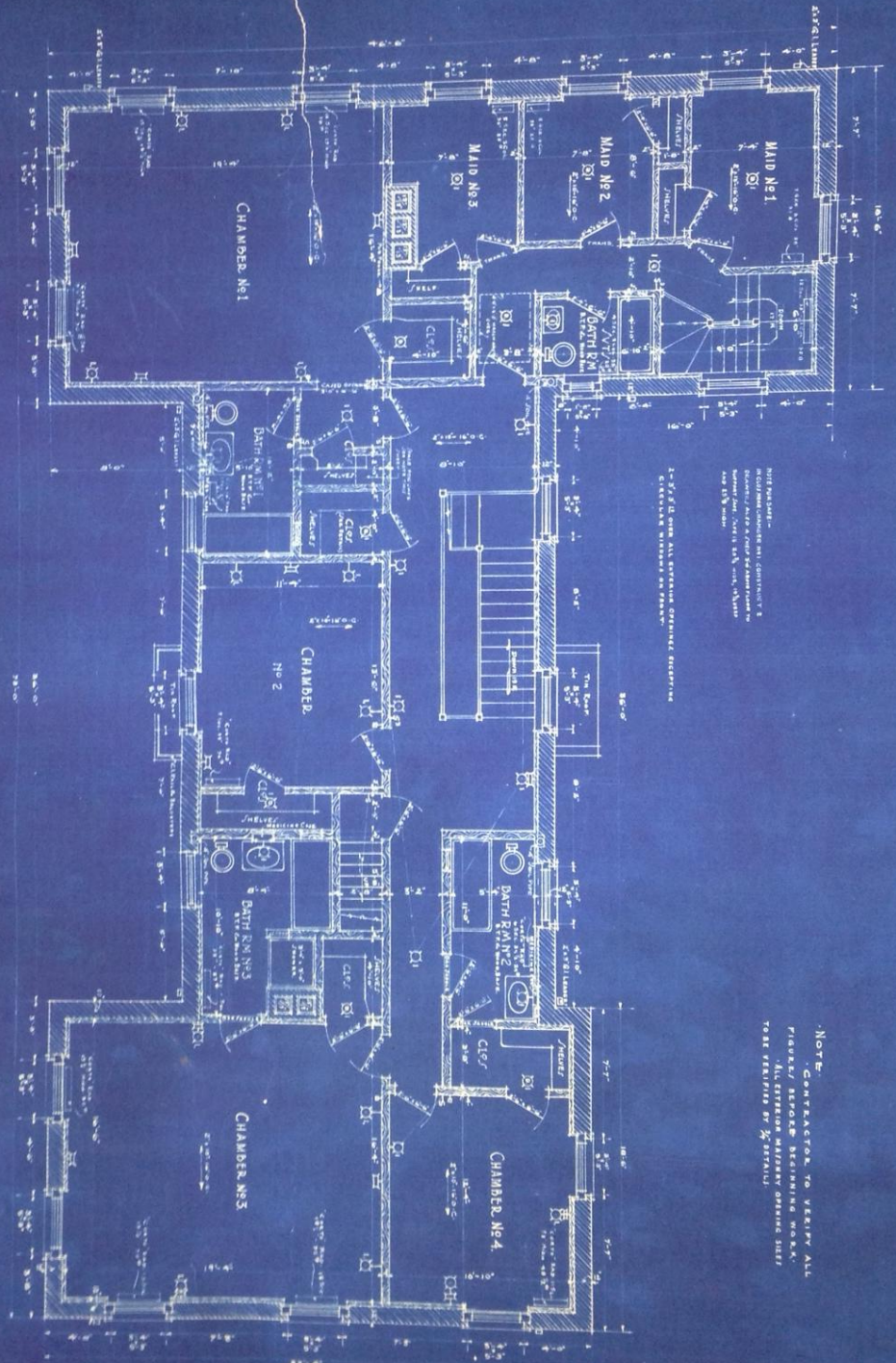
SHEET No
ISSUED - PPH
REVISED

3

CHARACTER MATERIAL
WOOD
BRICK

House for Walter G. Davis Esq.
PORTLAND, MAINE.

PLAN OF SECOND FLOOR
PLAN 1012



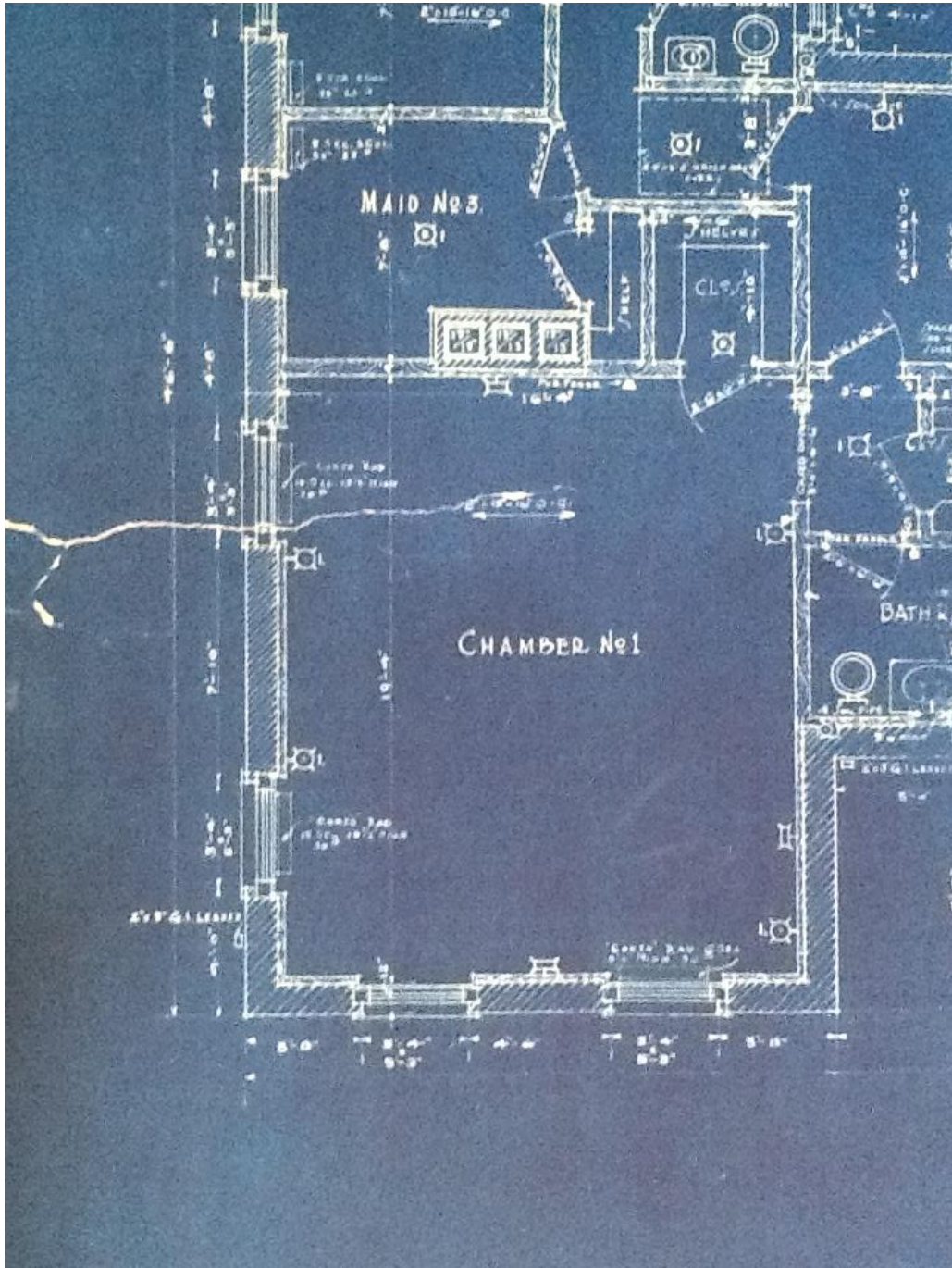
NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS AND ALL OPENING SIZES BEFORE BEGINNING WORK. ALL OPENING SIZES TO BE RECEIVED BY 1/2" STYLL.

NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS AND ALL OPENING SIZES BEFORE BEGINNING WORK. ALL OPENING SIZES TO BE RECEIVED BY 1/2" STYLL.

ARCHITECT
WALTER G. DAVIS
1012
1012
1012

ENGINEER
WALTER G. DAVIS
1012
1012
1012

#11



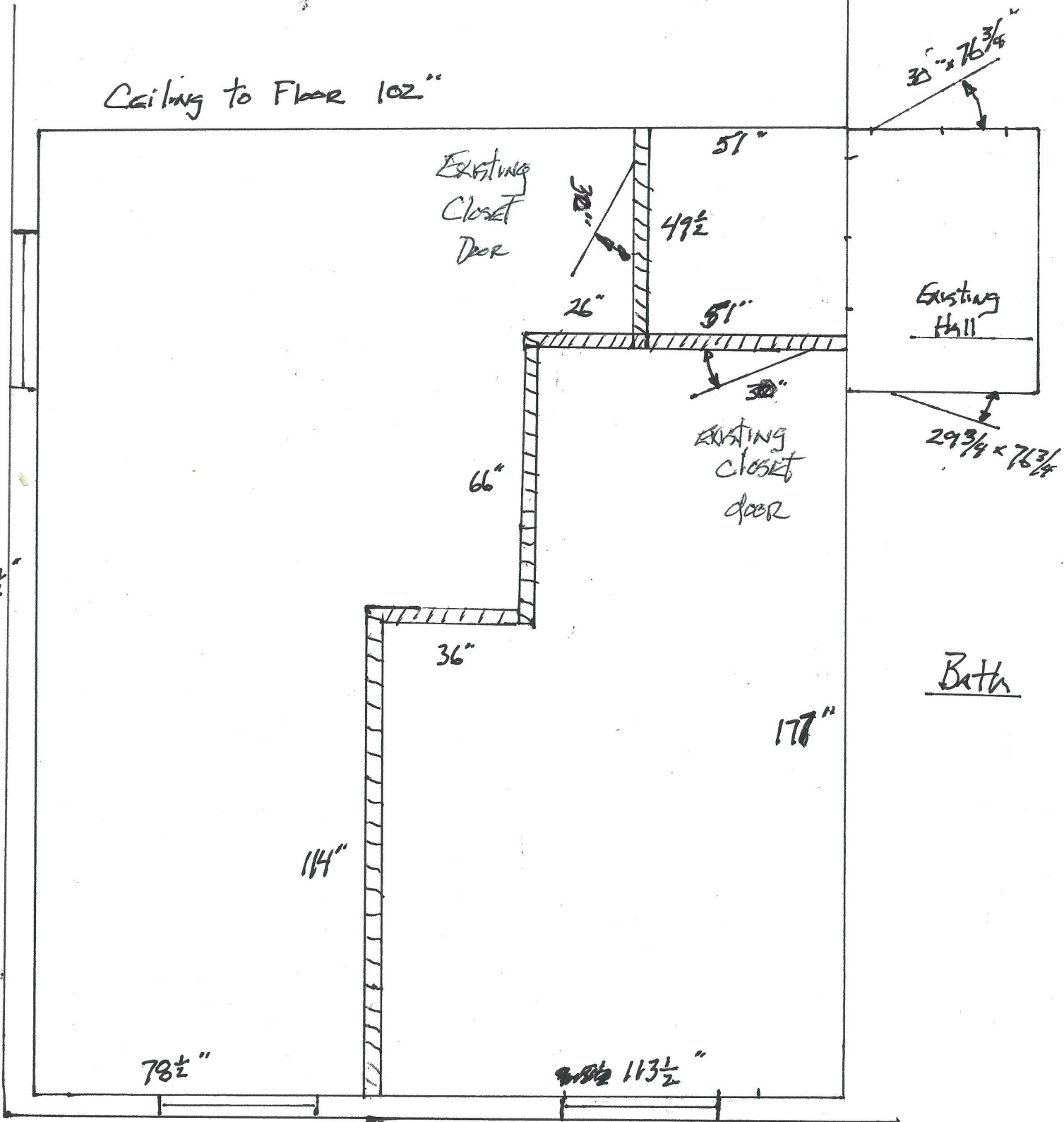
A-4

Graphic Scale 3/8 inch=1Ft



Inspections Division
Date: 10/01/14

Ceiling to Floor 102"



19 1/2"

Existing
Closet
Door

51"

49 1/2"

26"

51"

Existing
Hall

66"

EXISTING
closet
door

29 3/4 x 76 3/4"

36"

178"

Bath

114"

78 1/2"

113 1/2"

6
OVER
6
DH

16'

B-T Division of Bedroom
155 WESTERN PROM

A-5



Inspections Division
Date: 10/01/14

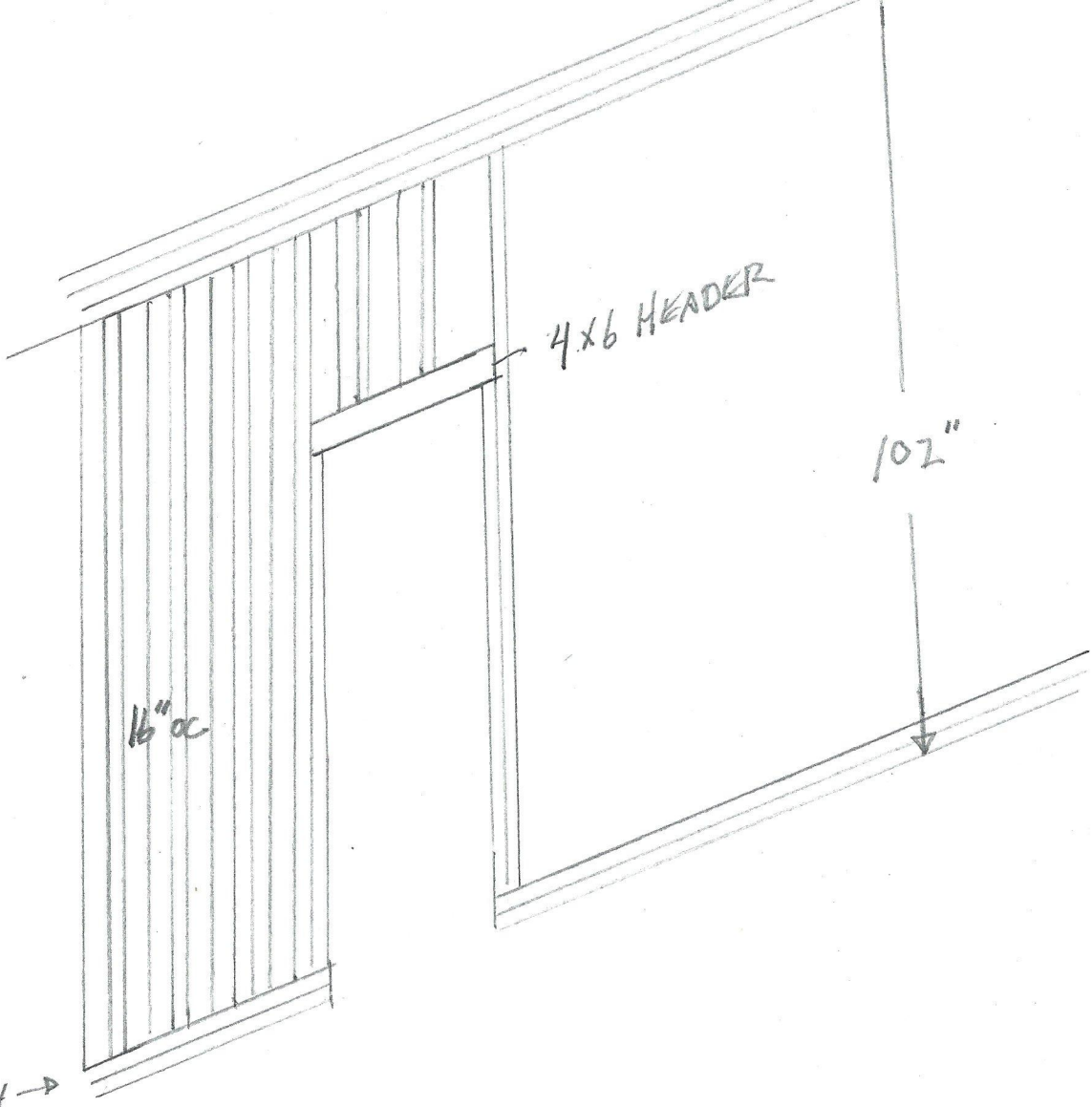
3-2x4

4x6 HEADER

102"

16" oc

2-2x4 →



B-T Partition
155 WESTERN PROM



Acknowledgment of Code Compliance Responsibility- Fast Track Project



I, William F. Noon am the owner or duly authorized owner's agent of the property listed below

155 Western Prom Physical Address

I am seeking a permit for the construction or installation of: An interior partition on the second floor

Proposed Project Description I understand that the permits obtained pursuant to this acknowledgement of code compliance responsibility will be in my name and that I am acting as the general contractor for this project.

I am submitting for a permit authorized by the State of Maine Uniform Building and Energy Code (MUBEC), Fuel Board Laws and Rules and all locally adopted codes and standards applying to Plumbing, Electrical, Fire Prevention and Protection in anticipation of having it approved or approved with conditions.

In addition, I understand and agree that this building permit does not authorize the violation of the 12 M.R.S. § 12801 et seq. - Endangered Species.

I certify under penalty of perjury and under the laws of the State of Maine the foregoing is true and correct. I further certify that all easements, deed restrictions, or other encumbrances restricting the use of the property are shown on the site plans submitted with this application.

I hereby apply for a permit as a Owner's Agent of the below listed property and by so doing will assume responsibility for compliance with all applicable codes, bylaws, rules and regulations.

I further understand that it is my responsibility to schedule inspections of the work as required and that the City's inspections will, at that time, check the work for code compliance. The City's inspectors may require modifications to the work completed if it does not meet applicable codes. WFN INITIAL HERE

Sign Here: William F. Noon Date: 9/15/14

PLEASE ALSO FILL OUT AND SIGN SECOND PAGE



Acknowledgment of Code Compliance Responsibility- Fast Track Project

OFFICE USE ONLY

PERMIT # _____

CBL # _____



THIS PROJECT IS ELIGIBLE FOR FAST TRACK PERMITTING BECAUSE IT IS IN THE FOLLOWING CATEGORY / CATEGORIES (CHECK ALL THAT APPLY):

- One/Two Family Swimming Pools, Spas or Hot Tubs
- One/Two Family Decks, Stairs and Porches (attached or detached) First Floor Only
- One/Two Family Detached One Story Accessory Structures (garages, sheds, etc.) not to exceed 600sq ft with no habitable space
- Home Occupations (excluding day cares)
- One/Two Family Renovation/Rehabilitation (within the existing shell)
- Attached One /Two Family Garages /Additions/Dormers bearing the seal of a licensed design professional
- New *Sprinklered* One and Two Family Homes (bearing the seal of a licensed design professional stating code compliance) – **MUST STILL RECEIVE LEVEL 1 SITE PLAN APPROVAL FROM PLANNING**
- One/Two Family HVAC (including boilers, furnaces, heating appliances, pellet and wood stoves)
- Interior office renovations with no change of use (no expansions; no site work; no load bearing structural changes are eligible) bearing the seal of a licensed design professional stating code compliance
- Interior Demolition with no load bearing demolition
- Amendments to existing permits
- Commercial HVAC systems (with structural and mechanical plans bearing the seal of a licensed design professional stating code compliance)
- Commercial HVAC for Boilers/Furnaces/Heating Appliances
- Commercial Signs or Awnings
- Exterior Propane Tanks
- Residential or Commercial Subsurface Waste Water Systems (No Rule Variance Only)
- Renewal of Outdoor Dining Areas
- Temporary Outdoor Tents and stages under 750 sq ft per tent or stage
- Fire Suppression Systems (Both non-water and water based installations)
- Fences over 6'-0" in height
- Site work only
- Retaining walls over 4ft in height with stamped plans (or approval from inspection staff)

I understand that if the property is located in a historic district this application will also be reviewed by Historic Preservation. I further understand that the Building Inspections Division reserves the right to deny a fast track eligible project.

Sign Here: William F. Nason
Owner or Owner's Authorized Agent

Date: 9/15/14



General Building Permit Application

If you or the property owner owns real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Address/Location of Construction: <u>155 Western Prom Portland</u>		
Total Square Footage of Proposed Structure: <u>308 sq'</u>		
Tax Assessor's Chart, Block & Lot Chart# <u>001</u> Block# <u>069</u> Lot# <u>A006</u> GN 11NW	Applicant Name: <u>MARY LOU THALL</u> Address: <u>155 WESTERN PROM</u> City, State & Zip: <u>PORTLAND, ME</u>	Telephone: <u>761-0322</u> Email: <u>SawyerFarm@gmail.com</u>
Lessee/Owner Name: <u>Emily & Mike Bukowski-Thall</u> (if different than applicant) Address: <u>155 Western Prom</u> City, State & Zip: <u>Portland, ME</u> Telephone: <u>207-761-0322</u> E-mail: <u>SawyerFarm@gmail.com</u>	Contractor Name: <u>William F. Noon</u> (if different from Applicant) Address: <u>78 SUNSET RD</u> City, State & Zip: <u>SPRINGVALE, ME 04083</u> Telephone: <u>207-324-3733</u> E-mail: <u>NOON@METROCAST.NET</u>	Cost Of Work: \$ <u>9340</u> C of O Fee: \$ _____ Historic Rev \$ _____ Total Fees : \$ _____
Current use (i.e. single family): <u>SINGLE FAMILY</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>SINGLE FAMILY RESIDENCE</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Build an interior wall to divide a room</u>		
Who should we contact when the permit is ready: <u>William Noon</u>		
Address: <u>78 SUNSET RD</u>		
City, State & Zip: <u>SPRINGVALE, ME 04083</u>		
E-mail Address: <u>NOON@METROCAST.NET</u>		
Telephone: <u>324-3733</u>		

Please submit all of the information outlined on the applicable checklist. Failure to do so causes an automatic permit denial.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at <http://www.portlandmaine.gov/754/Applications-Fees> or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 9/16/14

This is not a permit; you may not commence ANY work until the permit is issued.



PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date May 21, 2014

Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Mary Lou Thall ("Buyer") and Colin Sargent, Nancy Sargent ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 155 Western Promenade and described in deed(s) recorded at said County's Registry of Deeds Book(s) 26081/138, Page(s) _____.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: specific chandeliers and wall sconces *see #26

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: _____

4. PERSONAL PROPERTY: The following items of personal property as viewed on May 17, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: refrigerators, gas range, gas stove, washer, dryer window treatments, dishwasher, disposal, microwave, wall oven, and center island in kitchen.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ \$1,350,000. Buyer has delivered; or will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$ \$5,000.000. Buyer agrees that an additional deposit of earnest money in the amount of \$ \$100,000 will be delivered after bldg. inspection. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: Keller Williams ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 22, 2014 (date) 8:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

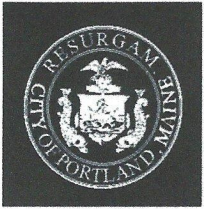
7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on August 12, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2014 Page 1 of 4 - P&S Buyer(s) Initials MLT Seller(s) Initials CS MS



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Jeff Levine, AICP, Director
Director of Planning and Urban Development

Tammy Munson
Director, Inspections Division

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no permit application can be reviewed until payment of appropriate permit fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

Within 24-48 hours, upon receipt of an e-mailed invoice from Building Inspections, which signifies that my electronic permit application and corresponding paperwork have been received, determined complete, entered by an administrative representative, and assigned a permit number, I then have the following four (4) payment options:

- to provide an on-line electronic check or credit/debit card (we now accept American Express, Discover, VISA, and MasterCard) payment (along with applicable fees beginning July 1, 2014),
- call the Inspections Office at (207) 874-8703 and speak to an administrative representative to provide a credit/debit card payment over the phone,
- hand-deliver a payment method to the Inspections Office, Room 315, Portland City Hall,
- or deliver a payment method through the U.S. Postal Service, at the following address:

City of Portland
Inspections Division
389 Congress Street, Room 315
Portland, Maine 04101

Once my payment has been received, this then starts the review process of my permit. **After all approvals have been met and completed, I will then be issued my permit via e-mail.** No work shall be started until I have received my permit.

Applicant Signature: William Neal Date: 9/22/14

I have provided digital copies and sent them on: 9/22/14 Date: 9/22/14

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means ie; a thumb drive or CD to the office.

Room 315 - 389 Congress Street- Portland, Maine 04101 (207) 874-8703 - Fax: 874-8716 - TTY: 874-8936



78 Sunset Road
Springvale, Maine 04083
207-324-3733

www.noonconstruction.com
noon@metrocast.net

Planning and Development Dept.
389 Congress St.
Portland, ME 04101

September 16, 2014

People:

As the door from the main hall is 30" we would like to use two 30" closet doors to maintain the aesthetic. These doors are 1 3/4" x 30 x 79 1/2".

Thank You,

William Noon