Inspections Division
Date: 10/01/14

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 04083
Address

B. Homeowner or Lessee Emily + Mike Bakowski-Thull 2077610322
Name Phone
155 Western Prom Portland, ME
Address

2. **Location Of Work:** 155 Western Prom Portland, 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.

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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 Barbara 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.