

125-G-7

RENT-A-HUSBAND®
1041 Brighton Avenue
Portland, Maine 04012
Phone (207) 879-7425
Fax (207) 879-7400

facsimile transmittal

To: **Mike Nugent**Fax: **874-8716**From: **Clay Thibodeau**Date: **12*18*00**

Re:

Pages: **5**

CC:

Urgent

☐ For Review☐ Please Comment☐ Please Reply☐ Please Recycle

Mike,

Following is the contract signed by Mrs. Strauss.

Please note item 15 re: permits

Please call the office if you have any further questions.

22 Cottage Park
125-G-7
Fill w/ Permit

CONFIDENTIAL



This contract is made on this 29th day of November, 2000, by and between Rent-A-Husband (herein referred to as "Contractor"), a Maine corporation with a principal place of business at 1041 Brighton Avenue, Portland, Me 04102 and Darrell Strauss (hereinafter referred to as "Owner") whose mailing address is 20 Porch St., Portland, Me, 04103.

If there is more than one property owner, the word "Owner" shall mean each property owner named above.

1. Agreement. The Contractor agrees to perform certain construction, alteration or repair work (hereinafter referred to as the "Work") in accordance with this Contract. All Work will be done in a good, sound and workmanlike manner. The Contractor estimates that the work will begin no later than December 4, 2000 and will be substantially completed on or before December 24, 2000.

2. Work. The Work requested by the Owner is described as follows: Close in front porch 2'6"x11'. Frame 11' wall and move front door. Sheetrock inside wall and ceiling. Insulate exterior wall, install plywood and cedar shingles. Install two (2) 12"x6' insulated glass side lights. Sheetrock and cornerhead old door opening for through way. Install 5/8" plywood subfloor. Install 4"x6"x1" Styrofoam insulation under exterior. Customer will provide electrician. Customer will provide cedar shingles. Customer will paint.

[The description of the Work is continued on sheets _____ through _____ attached hereto.]
The Work will be completed in accordance with the drawings, plans and specifications attached hereto and incorporated herein by reference. Such drawings, plans and specifications have been seen, agreed to and signed by the Contractor and Owner.

3. Location. All Work will be performed on and materials supplied to the property known as 20 Porch St., Portland, Me. 04103 represents that Owner owns this property.

4. Price. The agreed upon price that Owner will pay Contractor is \$3,000.00, subject to additions and deductions by change orders, to be paid as follows: (Check one)

_____ One third of the total price at the start of performance with remaining balance due within 30 days upon receipt of bill to be delivered at completion of the Work.

_____ Monthly installments of \$ _____ during performance of the Work with one final payment of the entire remaining balance due within 30 days upon receipt of the bill to be delivered at completion of the work.

_____ Monthly installments of \$ _____ for _____ months, commencing _____.

X Progress payments as follows: Total Due: \$ 3,000.00

1/2 Downpayment : \$1,500.00 *paid \$ 989 11/29/00*

Balance Due upon Completion: \$1,500.00

_____ Other:

5. Failure to Pay Contractor. Contractor may stop work and may terminate this Contract if the Owner fails to pay the Contractor any sum within ten (10) days after the date fixed for payment. Owner must then pay for all work to date and the Contractor's reasonable profits and damages. Payments due and unpaid more than ten (10) days after the date fixed for payment under this Contract shall bear interest at the rate of 1 1/2% per month from the date payment is due.

6. Materials. The Contractor will provide the materials, supplies, equipment, services and labor necessary for the complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

7. Compliance with Laws. The Contractor will comply with all applicable Federal, State and local laws regarding work, materials and safety.

8. **Licenses.** To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform such work.
9. **Subcontractors.** Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this Contract, subject to the provisions of paragraph 15.
10. **Resolution of Disputes [Optional]** Pursuant to 10 M.R.S.A. § 1478(8) if any dispute arises concerning the provisions of this Contract or the performance by the parties, then the parties agree to settle the dispute by jointly paying for one of the following: (Check one)
11. ☒ Binding arbitration as regulated by the [insert applicable state arbitration act here], with the parties agreeing to accept the arbitrator's decision as final.
☐ Non Binding arbitration, with the parties free not to accept the arbitrator's decision and to seek satisfaction through other means including a lawsuit.
☐ Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.
- If none of the foregoing dispute resolution options is selected, or if an option other than binding arbitration is selected, the Contractor shall be free in addition to take all actions reasonably necessary to preserve and enforce its statutory lien on the property.
12. **Change Orders.** Pursuant to 10 M.R.S.A. § 1487(9) any alteration or deviation from the above contractual specifications that results in a revision of the Contract price or dates of performance will be executed only upon the parties entering into a written change order.
13. **Insurance.** Owner is required to provide liability insurance, and "all-risk" property insurance for at least the amount of the contract price, for the property referenced above. Contractor is required to maintain all insurance required under the Worker's Compensation Laws of Maine for all of its employees engaged in the work.
14. **Ownership of Materials.** Contractor shall continue to own all materials delivered and work performed until final payment in full is made by Owner.
15. **Permits.** Owner will obtain and pay for all building permits or approvals that are required under any law, ordinance or regulation. Contractor is not responsible for delays caused by Owner's failure or inability to obtain such permits or approvals notwithstanding the dates set forth herein.
16. **Delay.** Contractor shall not be liable for delays due to any circumstances beyond its control including strikes, unfavorable weather conditions, casualty or general unavailability of materials.
17. **Contractor's Continuing Liability.** In addition to any additional warranties agreed to by the parties, and pursuant to 10 M.R.S.A. § 1487(7), 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 or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this Contract. The warranty expressed herein and any implied warranties shall be limited to 1 (one) year from completion of the Work.
18. **Miscellaneous.** This contract constitutes the entire agreement of the Contractor and the Owner, and may be changed only by a written agreement signed by both parties. This Contract is governed by the laws of the State of Maine.
19. **Additional Terms.** Any additional terms of this Contract are set forth in the Continuation Sheets _____ through _____ attached hereto and made a part hereof by this reference.

The Contractor proposes the above contract for acceptance by the Owner within 10 (ten) days. If the Owner does not accept these terms within 10 (ten) days Contractor reserves the right to withdraw this proposal.

Dated: 11/28, 2000

RENT-A-HUSBAND®

By: Kaile Warren, Jr., Its President
Phone: 207.879.7425

The Owner hereby accepts all of the foregoing terms and conditions and authorizes and consents to said work.

Dated: 11/29, 2000

Owner:

Phone: 878.8442

Owner:

Phone:

Sheet # _____

Continued Work Description/Additional Contract Provisions:

Change Order

Date of Change: _____

Property Location: _____

Owner(s): _____

Date of Contract: _____

Price Before Change: _____

Price After Change: _____

Detail of Changes to Contract:

The foregoing changes to the above referenced contract are hereby agreed to by the above referenced Owner(s) and _____, the Contractor.

By: _____, Its _____

Owner:

Owner: