

# BOWER CONSTRUCTION L.L.C.

557 Hallowell-Litchfield Rd  
West Gardiner, Maine 04345  
Email: [bbower@sprayfoamofmaine.com](mailto:bbower@sprayfoamofmaine.com)  
Office Phone and Fax (207) 724-3746  
Cell (207) 458-2641

*Bozeman*  
*TAYLOR*

- which provides for both the reimbursement to Builder of any additional costs incurred by reason of such conditions and for an extension of time for completion.
9. Owner agrees not to store personal items in the building until a Certificate of Occupancy is issued (if applicable) and the Builder is paid in full.
  10. Should the Builder be entitled to receive a progress payment and that payment is not received within five days of invoice, then the Builder may stop construction without necessity of notice to the Owners. Builder will start work after payment is received and the time for completion will be extended to allow for the delay.
  11. This Contract is \_\_\_ is not \_\_\_ contingent upon the ability of the Owners to obtain a construction loan with a commitment in writing from a lender. In the event that Owners are unable to obtain such a loan the contract becomes null, void, and of no further effect. Any earnest money or deposit shall be returned to the Owners (less any expenses directly incurred by Bower Construction in the planning and preparation of the project).. It is also agreed that this contract price and commitment is valid for only 30 days unless a copy of a commitment letter from a lender is received by the Builder and the time frame is jointly agreed to in writing.
  12. CHANGE ORDERS. Any alteration or deviation from the above contractual specifications that involves extra cost will be executed with all parties entering into a written change order. An oral agreement will be accepted if the Change Order needs to be accepted and acted upon before written permission is attained. It is agreed that all change orders creating additional cost are to be paid in advance of work or change or before final payment/draw from the bank.
  13. WARRANTY. In addition to any additional warranties agreed to by the parties, the contractor warrants that the work will be free from faulty materials, will be constructed according to the standards of the building codes applicable for this location, will be constructed in a skillful manner and will be fit for habitation (if applicable). The warranty rights and remedies as set forth in the Maine Uniform Commercial Code apply to this contract. Bower Construction assumes to legal responsibility for Manufacturer's warranties Bower Construction will warranty the quality of the labor and installation for a period of up to one year unless other wise noted in the contract. Labor for claims of warranty for product failure will be the responsibility of the manufacturer or the home owner. Any products furnished by the homeowner will be the responsibility solely of the homeowner.
  14. It is agreed that no materials will be ordered until a building Permit is obtained or is agreed to be issued by the said Town or City in writing.
  15. Builder shall be responsible to the Owner for acts and omissions of all Builder's employees and subcontractors, their agents and employees, and other persons performing work under the employ or direction of the Builder.