

EXHIBIT G
HOME RETRO PROGRAM
CONSTRUCTION ESCROW AGREEMENT

1. PARTIES TO THIS AGREEMENT

This Agreement is between the following OWNER(S), CONTRACTOR, and ESCROW AGENT:

APPLICANT (OWNER):

First Name MI Last Name

Mailing Address

City State Zip

Telephone Number

CONTRACTOR:

Contractor Name

Contractor Mailing Address

City State Zip

Contractor Telephone Number

CO-APPLICANT (CO-OWNER):

First Name MI Last Name

Mailing Address

City State Zip

Telephone Number

ESCROW AGENT:

Alpha One

127 Main Street

Mailing Address

South Portland ME 04906

City State Zip

(800) 640-7200

Alpha One Telephone Number

2. ESCROW AMOUNT

Alpha One agrees to hold \$_____ in escrow to pay for accessibility improvements to the Owner's home (the "Grant") as set forth in the *Construction Contract* between the Owner and the Contractor dated _____.

3. NO INTEREST

No interest will be paid to the Owner on funds escrowed under this Agreement.

4. DISBURSEMENTS

Alpha One shall not make any disbursements until the Contractor has provided the Escrow Agent and Owner with copies of any required permits. Alpha One shall disburse funds only for any of the Work which is (a) completed, (b) approved by the Owner, (c) inspected by Alpha One, and (d) approved by Alpha One. For each payment the Contractor shall submit invoices for materials and the portion of the Work completed through the date of the requisition and *Certificate and Release of Liens* through the date of the payment request. Alpha One shall withhold final payment until they have conducted a final inspection of the Work and certified that the work is complete.

5. ALPHA ONE'S AUTHORITY

The Owner authorizes Alpha One to issue emergency orders and/or instructions if Alpha One's inspector observes the work in progress, and can anticipate that without authority to issue such instructions, work will be done that will substantially alter the intentions of the Owner, injure the property, or violate the specifications of the *Construction Contract*. Upon issuance of such orders or instructions, Alpha One's inspector will contact the contractor or sub-contractor most directly

EXHIBIT G

responsible for the work in question and the Owner as quickly as possible, and all parties will examine and approve the work in question before it proceeds.

6. BUILDING PERMITS

The Contractor will provide copies of any required permits to Alpha One prior to payment. If a building permit is required, the Contractor will provide Alpha One with a *Certificate of Satisfactory Completion* from the code enforcement officer prior to final payment.

7. CHANGE ORDERS

Alpha One shall not pay for work beyond that called for in the *Construction Contract* unless Alpha One, the Contractor, and the Owner sign a written change order.

8. MECHANICS LIENS

Alpha One assumes no liability for mechanics' liens against the property.

9. PUNCH LIST

Upon completion of the work by the Contractor as described in the *Construction Contract* and any change orders, the Contractor, the Owner, and Alpha One shall agree to a punch list which sets forth any items that are unsatisfactory and require attention. After the Contractor has completed the punch list to the satisfaction of the Owner and Alpha One, the Owner and Alpha One will confirm in writing that the work is complete and satisfactory.

10. DISPUTE RESOLUTION

The Owner, Alpha One, and the Contractor shall attempt to resolve any disputes by an informal conference. If the Owner, Alpha One, and the Contractor are unable to resolve any disputes arising out of or related to the work by informal conference, such dispute shall be decided by binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision. The Owners, Alpha One, and the Contractor shall confer and agree upon an arbitrator. Notice of the demand for arbitration shall be given in writing to the other parties to this *Construction Escrow Agreement*, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

APPLICANT

Signed by all owners of the property:

Signature of Applicant

Date

Signature of co-Applicant

Date

ESCROW AGENT

Signature of Escrow Agent Representative

Date

Escrow Agent Representative Name

EXHIBIT G

CONTRACTOR

The undersigned agrees that the improvements referred to in this *Construction Escrow Agreement* will be constructed and completed in strict accordance with the plans, specifications, and terms of the *Construction Contract*, free and clear of any liens or claims of subcontractors, laborers and materialmen. The undersigned also concurs in the above escrow instructions signed by the Owners and Alpha One and agrees that Alpha One may proceed in accordance therewith.

Signature of Contractor Representative

Date

Contractor Representative Name