

HOME RETRO PROGRAM

BUNDLE COVER SHEET FOR TENANT APPLICANTS

- INSTRUCTIONS:**
1. Save this bundle to your agency's computer/server before populating the Cover Sheet. The web browser is not designed to retain data.
 2. Adobe bookmarks serves as a table of contents for the bundle and allows the user to navigate through the forms as needed to edit and/or provide any missing information.
 3. Print documents for signatures. The Phase 1 Document Checklist specifies which documents need to be electronically transmitted to MaineHousing through ShareFile.

This Bundle contains the documents identified below.

Phase 1 Document Checklist	Construction Escrow Agreement
Tenant Application	Construction Contract
Tenant Grant Agreement	Job Specifications – cover page
Property Owner Application	Home Retro Invoice
Property Owner Grant Agreement	

These documents are not included in the Bundle. Click on the form name to download the pdf writable form.

- Job Specifications – Appendix A
- Waiver Request
- Change Order

Provide the following data and documents will auto-populate:

APPLICANT (TENANT)

First Name _____ MI _____

Last Name _____

Mailing Address _____

City _____

State _____ Zip _____

Telephone _____

Email _____

CO- APPLICANT (TENANT)

First Name _____ MI _____

Last Name _____

Mailing Address _____

City _____

State _____ Zip _____

Telephone _____

Email _____

PROPERTY OWNER (LANDLORD)

First Name _____ MI _____

Last Name _____

Company Name _____

Mailing Address _____

City _____

State _____ Zip _____

Telephone _____

Email _____

CO-PROPERTY OWNER (LANDLORD)

First Name _____ MI _____

Last Name _____

Company Name _____

Mailing Address _____

City _____

State _____ Zip _____

Telephone _____

Email _____

PROPERTY LOCATION

Property Street _____

Property City _____

Property State _____ Zip _____

ALPHA ONE (ESCROW AGENT)

Mailing Address _____

City _____

State _____ Zip _____

Intake Name _____

Intake Telephone _____

Intake Email _____

Representative Name _____

Rep Telephone _____

Rep Email _____

Technician Name _____

Technician Telephone _____

Technician Email _____

FUNDING

Home Retro Grant \$ _____

Owner Contribution \$ _____

TOTAL FUNDS \$ _____

CONTRACT

Contract Price \$ _____

Contract Date _____

Project Start Date _____

Project Completion Date _____

CONTRACTOR

Contractor Name _____

Mailing Address _____

City _____

State _____ Zip _____

Telephone _____

Contractor Rep Name _____

Contractor Rep Email _____

EXHIBIT A
HOME RETRO PROGRAM
APPLICATION FOR HOMEOWNERS (TENANTS)

To be completed and signed by each Homeowner or Tenant of the property. Questions about the Application should be directed to:

ALPHA ONE
127 Main Street
South Portland, ME 04106
(800) 640-7200

Name of Intake Staff: _____
Telephone of Intake Staff: _____
Email of Intake Staff: _____

I. PROPERTY INFORMATION

Property Street	Property City	Property State	Property Zip
Single Family Home: Yes No	Year Built	_____	
Is this a mobile home? Yes No	If yes, Model and Year?	_____	
Do you own the land? Yes No	Do you reside in Mobile Home Park?	Yes	No
Is your name on Deed? Yes No	Life Estate/Life Lease?	Yes	No
Is any household resident a participant in the Housing Choice Voucher Program (HCV) receiving community based services under DHHS Medicaid waiver programs?		Yes	No

II. APPLICANT INFORMATION

List all Homeowners or Tenants of the property.

APPLICANT	CO-APPLICANT
First Name MI Last Name	First Name MI Last Name
Mailing Address	Mailing Address
City State Zip	City State Zip
Date of Birth: _____	Date of Birth: _____
Social Security Number: _____	Social Security Number: _____
Daytime Telephone: _____	Daytime Telephone: _____
Evening Telephone _____	Evening Telephone: _____

List all residents in the household.

1 First Name Last Name	Date of Birth	Social Security Number
2 First Name Last Name	Date of Birth	Social Security Number
3 First Name Last Name	Date of Birth	Social Security Number
4 First Name Last Name	Date of Birth	Social Security Number
5 First Name Last Name	Date of Birth	Social Security Number

Provide personal information regarding the household resident for which the proceeds of the accessibility grant will be used for accessibility work which will improve the quality of the life.

 First Name Last Name Date of Birth Social Security Number

The Disability is: _____
 The Mobility is: _____
 Access _____
 Modification(s) _____
 Needed: _____

III. HOUSEHOLD INCOME

Total household income shall include the combined gross income of all household members, excluding dependents under the age of 18 or dependents attending school on a full-time basis at the time of this Application. If a household member is earning income but not an owner of the property, or is not listed as a dependent on this Application, only the income the household member actually contributes to the household shall be considered in determining the gross income of the household.

Note: Applicant(s) may receive the following deductions from total income: 1) medical expenses for the past 12 months in excess of 3% of gross household income; 2) \$500 (annual) for each family member under age 18; and 3) child care expenses incurred so a family member could work. Supporting documentation must be supplied with this Application, unless the Applicant is an HCV tenant.

List the gross monthly income under the contributing household member(s).

Write in the Name of the Household member:				
Wages/Salary (enter gross amount)	\$	\$	\$	\$
Overtime/Commissions	\$	\$	\$	\$
VA Benefits/Pensions	\$	\$	\$	\$
Other Pensions/Annuities	\$	\$	\$	\$
Royalties/Trusts/Investment Income	\$	\$	\$	\$
Social Security Benefits	\$	\$	\$	\$
Disability Benefits (including SSI and SSDI)	\$	\$	\$	\$
Public Assistance (including TANF)	\$	\$	\$	\$
Unemployment Benefits	\$	\$	\$	\$
Child Support/Alimony	\$	\$	\$	\$
Other Income	\$	\$	\$	\$
Total Monthly Income	\$	\$	\$	\$

List the gross annual deduction under the contributing household member(s).

Total Annual Income	\$	\$	\$	\$
Annual Medical Expenses if greater than 3% of household income	\$	\$	\$	\$
\$500 (annual) deduction for each family member under 18 years old	\$	\$	\$	\$
Annual Cost of childcare required for family member to work	\$	\$	\$	\$
Other (annual) Deductions (taken from Financial Certification)	\$	\$	\$	\$
Total Annual Deductions	\$	\$	\$	\$
Total Annual Adjusted Gross Income	\$	\$	\$	\$

IV. ASSETS

List checking, savings, CD & money market accounts as of the date of this Application.

Name of Financial Institution	Address of Financial Institution	Type of Account	Account Balance

List all stocks, bonds & mutual funds as of the date of this Application.

Name of Investment Firm or Broker	Address of investment Firm or Broker	Type of Investment	Current Value

List All Real Estate as of the date of this Application (including property jointly owned).

Name of Real Estate Owner	Address of Real Estate	Assessed Value	Mortgage Amount

IV. CERTIFICATION

I understand that any misrepresentation or misstatement in this Certification or any other document executed in connection with my grant will entitle Alpha One and the Maine State Housing Authority to deny the grant, revoke the grant, and recapture any grant funds disbursed to me. I consent to the investigation by Alpha One and the Maine State Housing Authority of matters set forth in this certification or in other documents provided in connection with my grant. I will relinquish to Alpha One any detachable equipment installed as part of the work if such equipment is no longer in use and not expected to be used by a disabled member of the household.

Signed by all Homeowners or Tenants of the property.

Signature of Applicant

Date

Signature of Co-Applicant

Date

ALPHA ONE USE ONLY

Alpha One has reviewed this Application and determined it is complete.

Date: _____

Alpha One Representative Signature

Alpha One Representative (print)

EXHIBIT B

HOME RETRO PROGRAM
APPLICATION FOR LANDLORD/PROPERTY OWNER

To be completed and signed by all Property Owners (Landlords) of the property. Questions about the Application should be directed to:

ALPHA ONE
127 Main Street
South Portland, ME 04106
(800) 640-7200

Name of Intake Staff:
Telephone of Intake Staff:
Email of Intake Staff:

I. PROPERTY OWNER INFORMATION

List all owners of the property.

OWNER

CO-OWNER

First Name MI Last Name

First Name MI Last Name

Company Name

Company Name

Mailing Address

Mailing Address

City State Zip

City State Zip

Daytime Telephone:

Daytime Telephone:

Evening Telephone

Evening Telephone:

II. PROPERTY INFORMATION

Provide the property address to be modified.

Property Street Property City Property State Property Zip

Single Family Home: Yes No Year Built

Multifamily Home Yes No Number of Units

List all tenants benefiting from the modifications to the property.

Unit Number:

Unit Number:

Tenant Name:

Tenant Name:

Tenant Telephone:

Tenant Telephone:

Unit Number:

Unit Number:

Tenant Name:

Tenant Name:

Tenant Telephone:

Tenant Telephone:

III. CERTIFICATION

Each person signing this Owner Certification certifies that:

1. The building(s) and apartment unit(s) for which I am requesting a Grant under the Maine State Housing Authority ("MaineHousing") Home Retro Program (the "Program") is located within the State of Maine at the property address identified on this Property Owner (Landlord) Application (collectively the "Program Units"):
2. The Program Unit(s) are owned by me.
3. I agree to advertise vacant/vacated Program Units on the MaineHousingsearch.org website. I agree to include in the advertisement the specific accessibility features of the modified unit.
4. I understand that any misrepresentation or misstatement in this Certification or any other document executed in connection with the Program Grant issued to me will constitute a breach of this Certification and entitle MaineHousing to take appropriate proceedings against me.
5. I understand that MaineHousing, Alpha One Administrator, any mortgage insurer or guarantor or any of their representatives may wish to investigate or to verify the matters set forth in this Certification or in other documents provided in connection with the my application for a Program Grant, and I hereby permit such investigation or verification.
6. I understand that upon sufficient notice, MaineHousing or agents of Alpha One shall have the right of entry to the Program Unit(s) and the right to inspect all Program work done, material, equipment and fixtures furnished, installed or stored in and about the Program Unit(s).
7. In the case of co-owners, statements made throughout this Certification in the singular include the plural.

Signed by all owners of the property.

Signature of Owner

Date

Signature of Co-Owner

Date

**IF YOU DO NOT UNDERSTAND ALL OF THE INFORMATION CONTAINED IN THIS DOCUMENT,
PLEASE CONTACT ALPHA ONE FOR CLARIFICATION BEFORE SIGNING.**

ALPHA ONE USE ONLY

Alpha One has reviewed this Application and determined it is complete.

Date: _____

Alpha One Representative Signature

Alpha One Representative (print)

MAINE STATE HOUSING AUTHORITY PRIVACY NOTICE

NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

Safeguarding information in this age of technology presents new challenges for all of us. But at the Maine State Housing Authority ("MaineHousing"), your confidence in us is our greatest asset. For that reason we adhere to strong guidelines to ensure that any private financial information you share with us is protected and held in confidence. Our employees are highly trained and are held to the highest standards of conduct.

MaineHousing wants you to understand how we gather, use and safeguard information about you to provide you with our products and services. This notice explains our practices for the gathering, sharing and security of information relating to our customers.

Information We Gather

As part of providing you with financial products or services, we gather non-public personal information about you from the following sources.

Applications, account forms and other information that you provide to us, whether in writing, in person, by telephone, electronically or by any other means. This information may include your name, address and social security number.

Your transaction with us.

Information about your transactions with non-affiliated parties.

Information from a consumer reporting agency.

Information We Share

We do not share any personally identifying information on our current or former customers to any third party, except the following as permitted by law:

With your permission.

To comply with federal or state laws and other applicable legal requirements.

To consumer reporting agencies.

To respond to subpoena or court order, judicial process or regulatory authorities.

To third parties assisting us in performing our functions or services to you. These third parties are under contract to maintain this information in confidence and not use this information for other purposes. For example, we may share personally identifying information with mailing services, firms that assist us in marketing our products or other financial institutions with whom we jointly market financial products or services. We may share personally identifying information with service providers who help us process your applications or service your accounts. Our service providers include attorneys and other professionals. **Because we do not share non-public information, outside of these exceptions, opting-out is not necessary.**

If you are no longer an active customer, we will retain your records for as long as required by law. We will continue to treat your personally identifying information as described in this notice.

Our Security Procedures and Information Accuracy

We restrict access to the personal and account information of our customers to those employees who need to know that information in the course of their job responsibilities. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect customer information.

We also have internal controls to keep customer information as accurate and complete as possible. If you believe that any information about you is not accurate, please let us know.

If you have a privacy-related concern, please contact our Counsel, Jodie Stevens, 207-626-4683 or 1-800-452-4668 ext. 1683.

EXHIBIT B

HOME RETRO PROGRAM PROPERTY OWNER (LANDLORD) INFORMATION FORM

This Property Owner (Landlord) Information Form describes program requirements and provides a list of things that you need to know, and need to do before making a commitment for a Home Retro Program Grant from the Maine State Housing Authority (“MaineHousing”).

HOW THE PROGRAM WORKS:

MaineHousing’s Home Retro Program is administered by Alpha One. Alpha One will take your application, perform all necessary eligibility verifications, and inspect the work as it is being performed. After you have signed all necessary documents and if all guidelines are met, MaineHousing will fund your grant with funds being held on your behalf.

MaineHousing uses funds from the Real Estate Transfer Tax and other state funds to provide funding for the program.

GENERAL PROGRAM INFORMATION:

MULTIFAMILY PROPERTY OWNERS/LANDLORDS

- Grants will be provided to owners of rental properties. The maximum grant amount a landlord can receive is \$10,000 for a single eligible unit. If costs exceed \$10,000 per unit, landlords must pay the difference. If landlords can’t or refuse to pay the difference, MaineHousing reserves the right to “walk away”.
- Landlords will be required to sign several documents, including an application, grant documents, a construction contract and other documents necessary for completion of Home Retro Program. Landlords must also provide proof of building ownership (e.g. a property deed).

OTHER REQUIREMENTS

- Homeowner insurance is required for all properties enrolled in the program. Applicants with properties located in a FEMA recognized Special Flood Hazard Area (100 year flood plain) will not be allowed to participate in the program.
- **Owners can only hire a qualified, licensed contractor from our approved contractor pool, to perform the work and cannot use grant proceeds to pay for his/her own labor or to purchase his/her own materials to perform the work.**
- Do not start any work until your application is approved **AND** you have signed required grant documents and other required documents with Alpha One. **Any work started prior to grant closing will not be funded by MaineHousing.**
- During the work, the contractor may need to use water, electricity and other utilities. The cost for the use of these utilities will be at the expense of the owner or tenant as identified by the lease agreement and HAP Contract between the two parties
- Site visits will be conducted by staff from Alpha One and/or MaineHousing during the construction phase.

CONTRACTOR PROPOSALS:

The property owner will obtain a minimum of three bids from separate, qualified contractors to perform the work. The contractor must be a MaineHousing approved contractor. If you do not select a contractor from the pre-qualified list, you will not receive a grant through this program. Landlords are prohibited from doing their own work.

If you know of a contractor you would like to use in your project, that contractor may apply to become pre-qualified for the program and he/she will have to bid on the project just like any other contractor.

- A pre-qualified contractor is a contractor who has demonstrated proof of workers compensation and liability insurance, references, assurances that the company does not appear on a state or federal debarred list, knowledge of local codes and a willingness to sign and adhere to the Attorney General’s standard construction contract. Alpha One cannot guarantee the work of the contractor.
- Alpha One will award the project to the lowest bidder. If you choose a contractor whose bid is higher than another, **you will be responsible** for paying the difference between the low bid and the bid you chose.

CONTRACTS:

MaineHousing’s Home Retro Program requires a Home Construction Contract to be signed by you and the chosen contractor. Alpha One will provide the contract you must use.

CONTRACTOR PAYMENTS:

EXHIBIT B

- No payments will be released to the contractor until Alpha One authorizes payment. Final payment will be withheld until the contractor passes a final inspection performed by Alpha One and/or MaineHousing.
- You, the chosen contractor and Alpha One will enter into an Escrow Agreement. This enables Alpha One to hold and distribute the construction funds on your behalf and in accordance with program rules.

RESOLUTION OF DISPUTES:

The MaineHousing uses a standard procedure for resolving disputes among the owner, the contractor, and Alpha One concerning the rehabilitation of a home. Alpha One is initially responsible for resolving disputes. If a dispute arises concerning the provisions of the signed contract or the performance by the parties, contact Alpha One immediately and describe your complaint. If Alpha One is unable to informally resolve your dispute, they will assist you through the following process.

- *Notice of Dispute.* Within five business days of becoming aware of a dispute that is not readily resolved, Alpha One will send MaineHousing a notice of the dispute with a copy of any written correspondence from the complainant. Alpha One will also send a copy of the notice of dispute to the complainant. If MaineHousing learns of the dispute first, MaineHousing shall, within three working days send Alpha One a notice of dispute along with any correspondence from the complainant. For the most efficient process, contact Alpha One first, not MaineHousing.
- *Informal Conference.* Alpha One will set up an informal conference to be held within fifteen days from when Alpha One becomes aware of the dispute. Alpha One will notify all parties of the date, time and place of the informal conference giving reasonable consideration to the schedules of all parties and the severity of the dispute. If the informal conference produces a resolution to the dispute, Alpha One will prepare a document signed by all parties involved in the dispute that plainly states the agreed upon resolution.
- *Binding Arbitration.* The construction contract and/or the general construction contract between the contractor and you will contain a binding arbitration clause. If the informal conference does not produce a resolution, Alpha One will issue a document stating that no resolution was reached and that the parties will Alpha One, owner, and contractor otherwise agree, the arbitration shall be conducted in accordance with the construction industry arbitration rules of the American Arbitration Association. The decision of the arbitrator will be final.

EXHIBIT L

6. **OWNER RESPONSIBILITIES:** Owner agrees, as a condition of receiving the grant, to comply with the following requirements:
- a. The Owner and Tenant will relinquish to Alpha One any detachable equipment installed as part of the work if such equipment is no longer in use and not expected to be used by a disabled member of the household.
 - b. Owner will advertise vacant/vacated Program Units on the MaineHousingsearch.org website and include in the advertisement the specific Accessibility features of the modified unit.
 - c. Owner is responsible for any property or income tax consequences as a result of the grant or work funded by the grant.
 - d. Owner agrees he/she is selecting the contractor. Alpha One and MaineHousing cannot and do not warranty the work of contractor and are in no way responsible for the activities or actions of the contractor.
 - e. Owner and Tenant agree to comply with and be bound by the terms and conditions listed in the Property Owner Application (Exhibit B) and Applicant Information Sheet (Exhibit D).
7. **REMEDIES:** Should the Owner breach the responsibilities listed above, Alpha One and MaineHousing shall have the right to seek remedies against the Homeowner in court or otherwise. These remedies may include the recovery of the grant funds, damages or an order of specific performance that Owner complies with their responsibilities. Alpha One and/or MaineHousing may also seek to recover their attorney fees and costs.

Signed by all owners of the property:

PROPERTY OWNER:

Signature of Property Owner

Signature of co-Property Owner

Date

ALPHA ONE:

Signature of Alpha One Representative

Alpha One Representative Name

Date

TENANT:

Signature of Tenant

Signature of co-Tenant

EXHIBIT D

HOME RETRO PROGRAM APPLICANT INFORMATION SHEET

This information sheet describes basic program requirements and provides a list of things that you need to know before committing to a Home Retro grant.

GENERAL PROGRAM INFORMATION:

MaineHousing is the Home Retro Program funding agency. The program is administered by Alpha One.

Alpha One will take your application, perform all necessary eligibility verifications and inspect the work. **By program rule, Alpha One is required to authorize only that work which is necessary to make your home accessible and/or safe. This is not a program that remodels homes for things that would be nice to have but are not necessary.** Once the grant is closed, it will be sent to the appropriate agency. If all guidelines are met, the appropriate agency will fund your grant with funds being held in escrow by Alpha One on your behalf.

The type and amount of grant you receive will be contingent upon the funds available, your household income and/or the type of retro work you need.

- You must use the home you plan to repair as your principal residence. Property taxes must be up to date and paid.
- **Do not** start any retro work until Alpha One notifies the property owner/homeowner that work can begin. MaineHousing will not reimburse for work started prior to Alpha One's notification to begin.
- Inspections will be conducted by Alpha One during the construction phase. MaineHousing, may also inspect work.

CONTRACTOR MINIMUM STANDARDS:

- The property owner/homeowner, with the assistance of Alpha One, must select a contractor from Alpha One's pre-qualified pool of contractors. This list will be provided to the property owner. If the property owner does not select a contractor from the pre-qualified list, you will not receive a grant through this program. Homeowners (and in applicable situations, tenants) are prohibited from doing their own work.
- If you know of a contractor you would like to use in your project, that contractor may apply to become pre-qualified for the program and he/she will have to bid on the project just like any other contractor.
- A pre-qualified contractor is a contractor who has demonstrated proof of workers compensation and liability insurance, references, assurances that the company does not appear on a state or federal debarred list, knowledge of local codes and a willingness to sign and adhere to the Attorney General's standard construction contract. **Neither the administering agency nor Alpha One can guarantee the work of the contractor.**
- Proposals should be obtained from more than one pre-qualified contractor, as three bids are required for each project. **If the property owner/homeowner chooses a contractor whose bid is higher than another, the property owner will be responsible for paying the difference between the lowest qualified bid and the bid the property owner chose.**

CONTRACTS, PERMITS AND LICENSED TECHNICIANS:

- The State of Maine requires many trade persons to be licensed. Common examples include plumbers, electricians, and heating system technicians. Contractors that disturb painted surfaces in pre-1978 homes must be RRP (Renovation, Repair & Paint) Certified. The contractor must provide proof of any required licensing or training. You should check to see if the contractor has obtained building permits to do the work. Some kinds of retro work do not require permits. Building permits must be displayed at the job site and copies will be kept by Alpha One.

- MaineHousing requires the use of a standard construction contract based on the Maine Attorney General's model contract for home construction and repair. Alpha One will provide the contract to the property owner.

ESCROW DISBURSEMENTS:

- No payments will be made to the contractor until the property owner/homeowner **and** Alpha One have authorized payment by signature.
- No up-front payments are allowed.

RESOLUTION OF DISPUTES:

The Home Retro Program uses a standard procedure for resolving disputes between the property owner/homeowner and the contractor, concerning the retro work of a home. Alpha One is initially responsible for resolving disputes. If a dispute arises concerning the provisions of the signed contract or the performance by the parties, contact Alpha One immediately and describe your complaint. You must submit your complaint in writing. Failure to provide a written complaint may result in no action on the part of Alpha One. If Alpha One is unable to resolve your dispute, the following process will be initiated.

- *Notice of Dispute.* Within five business days of becoming aware of a dispute that is not resolved, Alpha One will send MaineHousing a notice of the dispute. Alpha One will also notify the parties to the dispute.
- *Informal Conference.* Alpha One will set up an informal conference to be held within fifteen days from when Alpha One becomes aware of the dispute. Alpha One will notify all parties of the date, time and place of the informal conference giving reasonable consideration to the schedules of all parties and the severity of the dispute. If the informal conference produces a resolution, Alpha One will prepare a document signed by all parties that plainly states the agreed upon resolution.
- *Binding Arbitration.* A construction escrow agreement among the contractor, the homeowner, and Alpha One will contain a binding arbitration clause. If the informal conference does not produce a resolution, Alpha One will issue a document stating that no resolution was reached and that the parties will participate in a binding arbitration proceeding to be held as soon as possible after the informal conference. Unless Alpha One, homeowner, and contractor otherwise agree, the arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act.

RETRO WORK OF EXISTING HOMES IS NOT ALWAYS EASY

- Existing homes, especially older ones, tend to settle or shift over time. Shifting overtime causes windows, doors, ceilings, walls and floors to not be as "square" or level as they were when newly constructed. Homeowners should not expect that retro work will result in a perfectly square, level or smooth result when the work is completed.
- It can be stressful living in a home that is undergoing retro work. The work can be noisy and disruptive. Many contractors have a backlog of work, thus it may take several weeks to complete the work on your home.
- Use of utilities such as electricity will be required during the work. Homeowners may see an increase in electric and heating bills during retro work. Utility bills are the responsibility of the property owner (or tenant as specified within a lease agreement), not the contractor.
- The homeowner (or in the event of rental situation, the tenant) is responsible for securing pictures on walls, items in cabinets or on shelves that may fall when work is being conducted.
- Houses always need maintenance. It is a good idea for the property owner to save a little each month for future repairs and maintenance.

EXHIBIT F

shall constitute a breach of the contract and OWNER may, by written notice terminate his obligations hereunder and contract for or otherwise effect the completion of any of the work then uncompleted by the CONTRACTOR. OWNER may set-off against the contract price the cost and expenses of completing such work. In the event OWNER has at the time of the breach and termination paid to CONTRACTOR an amount in excess of the fair value of the work then completed, CONTRACTOR shall refund to OWNER promptly upon demand an apportioned amount of the total sum paid by OWNER.

4. METHOD OF PAYMENT

The ESCROW AGENT is holding the funds for the performance of this contract. CONTRACTOR and OWNER agree to comply with the terms of a Construction Escrow Agreement among the ESCROW AGENT, the CONTRACTOR and OWNER of near or even date herewith. CONTRACTOR shall be compensated for his/her services in accordance with the *Construction Escrow Agreement*.

5. ACCESS TO CONTRACTOR’S RECORDS

OWNER and the ESCROW AGENT shall be afforded access at all times to inspect the work and they may at times inspect CONTRACTOR’s books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with sub-contractors relating to this contract. CONTRACTOR shall preserve all such records for a period of two (2) years after final payment hereunder.

6. LIENS

CONTRACTOR agrees to keep the Property free from recorded mechanics’ liens arising out of this contract. As a condition to receiving final payment hereunder, CONTRACTOR shall deliver to OWNER and ESCROW AGENT a complete release of all liens arising out of this Contract.

7. WARRANTIES

The CONTRACTOR provides the following express warranty:

CONTRACTOR warrants all work for a period of one year.

In addition to any additional 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 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.

8. PERMITS AND FEES

CONTRACTOR shall comply with all applicable building, zoning, environmental, and land use laws, regulations, and ordinances. CONTRACTOR shall give all notices required by and comply with all applicable laws, ordinances and codes of the municipality where work is being performed and the State of Maine. CONTRACTOR shall at his/her own expense secure and pay fees or charges for all permits required for the performance of the work. CONTRACTOR shall provide copies of such notices and permits to the APPLICANT and the ESCROW AGENT.

9. INDEMNIFICATION AND INSURANCE

CONTRACTOR shall indemnify and hold OWNER, ESCROW AGENT, and the Maine State Housing Authority harmless for liability for any bodily injury, property damage or other claims or demands of third parties resulting from performance of the work by CONTRACTOR. CONTRACTOR shall obtain, maintain and furnish evidence of general commercial liability insurance coverage in an amount no less than \$400,000 aggregate single limit for bodily injury, death and property damage arising out of the work to be performed by CONTRACTOR and shall procure any workmen’s compensation insurance required by law.

EXHIBIT F

10. COOPERATION

OWNER shall cooperate with CONTRACTOR to facilitate performance of the work, including the reasonable movement of rugs, coverings and furniture. CONTRACTOR recognizes that the premises may be occupied during the course of the work and CONTRACTOR agrees to make reasonable efforts to lessen the inconvenience occasioned to the occupants during work to the extent possible, including, but not limited to, the keeping of the premises clean and orderly during the course of the work. OWNER shall permit CONTRACTOR to make reasonable use of existing utilities for the performance of the work and all such use shall be at the expense of the OWNER.

11. CHANGE ORDERS

Any alteration or deviation from the contractual specifications presented in Schedule 1 require a written change order in the form of Schedule 2 approved and signed by the ESCROW AGENT, the CONTRACTOR and the OWNER prior to CONTRACTOR's performing any additional work.

12. RESOLUTION OF DISPUTES

Disputes between the OWNER and the CONTRACTOR may arise from time to time during the life of the rehabilitation project. Under Maine law 10 M.R.S.A. §§1487 (8), the parties to a home construction contract may agree to settle disputes arising under the contract by jointly paying for one of the following: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision; 2) nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit; and 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

The Maine State Housing Authority's HOME Retro Program which finances this work requires disputes to be resolved through arbitration with the parties agreeing to accept as final the arbitrator's decision. The OWNER and the CONTRACTOR agree to use the binding arbitration as regulated by the Maine Uniform Arbitration Act and set forth in the Escrow Agreement Applicant Information Sheet.

13. ADDITIONAL PROVISIONS

The Contractor shall not discriminate in any manner against any person because of race, color, religious creed, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status. Contractor will take affirmative action to ensure that employees and applicants for employment are treated during employment without regard to their race, color, religious creed, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status.

PLEASE NOTE: If this contract is being used by contractors who sell door to door it must meet any applicable requirements of 32 M.R.S.A. §§ 4661-4671, Consumer Solicitation Sales Act; 32 M.R.S.A. §§ 14501-14512, Door to Door Home Repair Transient Sellers; and 9-A M.R.S.A. §§ 3-501-3-507, Home Solicitation Sales, including a description of the consumer's right to avoid 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.

14. ASSIGNMENTS

CONTRACTOR shall not assign the benefits of the contract nor delegate its duties thereunder without written consent of OWNER and ESCROW AGENT.

15. MAINE ATTORNEY GENERAL ADVISORY

OWNERS ARE STRONGLY ADVISED TO VISIT THE MAINE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO OBTAIN CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING A HOME AT:

EXHIBIT F

<http://www.maine.gov/ag/index.php?r=protection&s=construction&t> OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 STATE HOUSE STATION, AUGUSTA, MAINE 04333 (207) 626-8800 / TTY # (207) 626-8865

BY SIGNING BELOW, OWNER ACKNOWLEDGES HE/SHE HAS READ THE ATTACHED MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING ADDENDUM.

APPLICANT (OWNER)

Signed by all owners of the property:

Signature of Applicant (Owner)

Date

Signature of co-Applicant (Owner)

Date

CONTRACTOR

Signature of Contractor Representative

Date

Contractor Representative Name

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

HOME RETRO PROGRAM
**PHASE 1 - DOCUMENT CHECKLIST
 FOR TENANT APPLICANTS**

Tenant: _____
 Property Owner: _____
 Property: _____

	Copies to MSHA	Reviewed by MSHA Date/Initial	Notes
FILE SECTION 1 (Applicant/Property Documents)			
Home Retro Application (Exhibit A)	X		
Application for Property Owners and Tenants (Exhibit B)	X		
Proof of Income (3 months of paystubs, 3 months of bank statements)	X		
Proof of Ownership (Property Deed, bill of sale)	X		
Property Tax Report (Tax Bill)	X		
Homeowners Insurance (current policy if available)	X		
Grant Agreement for Property Owner and Tenant Applicants (Exhibit L)	X		
FILE SECTION 2 (Invoices, Checklists, Waivers)			
Phase 1 Home Retro Invoice	X		
Phase 1 Document Checklist	X		
Waivers	X		
FILE SECTION 3 (Contractor Documents)			
Construction Escrow Agreement (Exhibit G)	X		
Construction Contract (Exhibit F)	X		
Job Specifications (Appendix A to Contract)	X		
Change Orders	X		
FILE SECTION 4 (Estimates, Bids)			
Bid Tabulation Sheet	X		
Contractor Job Proposals (Contractor Bids)	X		
Declaration of Refusal to Bid Form (if applicable)	X		
FILE SECTION 6 (Photos, Correspondence, Misc.)			
Digital color photographs	X		
Notes, Correspondence	X		

Alpha One certifies that it has retained and organized the above-referenced documents in a file for auditing by MaineHousing.

 Alpha One Representative Signature

 Date

 Alpha One Representative Name

HOME RETRO PROGRAM
MAINEHOUSING INVOICE

Instructions: Return the completed Invoice and Document Checklist to MaineHousing for processing.

APPLICANT: _____
First MI Last

PROPERTY: _____
Property Street Property City Property State Property Zip

PHASE 1

Original Funding

<i>Total Original Funding</i>	\$ _____
Phase 1 Administrative Fee	\$ _____

INITIAL PAYMENT \$ _____

Change Order

Additional Funding

<i>Total Additional Funding</i>	\$ _____
Phase 1 Additional Administrative Fee	\$ _____

ADDITIONAL PAYMENT \$ _____

PHASE 2

Final Funding

<i>Total Funding</i>	\$ _____
Phase 2 Administrative Fee	\$ _____

FINAL PAYMENT \$ _____

TOTAL PROJECT AMOUNT \$ _____

ALPHA ONE SIGNATURE:

 Alpha One Representative Signature

 Date

 Alpha One Representative Name