

MOBILE HOME REPLACEMENT PROGRAM

PHASE 1 DOCUMENTS - BUNDLE COVER SHEET

- 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.

The Bundle contains the documents identified below.

Phase 1 Document Checklist	Construction Escrow Agreement
MOHO Application	Construction Contract
Notice of Preliminary Approval	Construction Specifications – cover page
Release and Hold Harmless	Work Write-Up/Cost Estimate
Notice of Right to Cancel	Property Inspection Checklist
Promissory Note	MOHO Invoice
Mortgage Deed	

These documents are not included in the Bundle.

Construction Specifications – Appendix A
 Sample Floor Plans
 Waiver Request
 Change Order

Provide the following data and documents will auto-populate:

APPLICANT (OWNER - BORROWER)

First Name _____ MI _____
 Last Name _____
 Mailing Address _____
 City _____
 State _____ Zip _____
 Telephone _____
 Email _____

CO-APPLICANT

First Name _____ MI _____
 Last Name _____
 Mailing Address _____
 City _____
 State _____ Zip _____
 Telephone _____
 Email _____

PROPERTY LOCATION

Property Street _____
 Property City _____
 Property State _____ Zip _____

CAA (ESCROW AGENT)

CAA Name _____
 Mailing Address _____
 City _____
 State _____ Zip _____
 Telephone _____
 Rep Name _____
 Rep Telephone _____
 Rep Email _____
 Technician Name _____
 Technician Telephone _____
 Technician Email _____

FUNDING

Mobile Home Replacement D/F Loan \$ _____
 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 _____

MOBILE HOME REPLACEMENT PROGRAM
APPLICATION

Community Action Agency (CAA)

Questions about the application should be directed to:

CAA Name _____

Name of Intake Staff: _____

CAA Address _____

Telephone of Intake Staff: _____

CAA City _____

CAA State _____

CAA Zip _____

Email of Intake Staff: _____

Return completed and signed applications to the above-named CAA.

I. PROPERTY INFORMATION

Property Street _____

Property City _____

Property State _____

Property Zip _____

Age of Mobile Home: _____

Model: _____

Make: _____

Year Manufactured: _____

How long have you lived on the property? _____

Do you own the land? Yes No

Is your name on the Deed? _____

Yes No

Does your property have any tax and/or wastewater liens filed against it?

Yes No

If you have a mortgage, is it paid up to date?

Yes No

Water Source: Private Public

*Does **Water Source** provide adequate and safe water?*

Yes No

*Is your **Septic System** malfunctioning (i.e. backing up in house or running out on lawn)?*

Yes No

II. APPLICANT INFORMATION

List all owners of the property.

Applicant

First Name MI Last Name

Mailing Address _____

City State Zip

Date of Birth: _____

Social Security Number: _____

Daytime Telephone: _____

Evening Telephone _____

Co-Applicant

First Name MI Last Name

Mailing Address _____

City State Zip

Date of Birth: _____

Social Security Number: _____

Daytime Telephone: _____

Evening Telephone: _____

List all people in the Household and their ages.

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
6	_____	_____	_____	_____
	First Name	Last Name	Date of Birth	Social Security Number

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.

Note: 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.

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	\$	\$	\$	\$
Annuities	\$	\$	\$	\$
Social Security	\$	\$	\$	\$
Disability Benefits	\$	\$	\$	\$
TANF/General Assistance/Other	\$	\$	\$	\$
Unemployment Benefits	\$	\$	\$	\$
Child Support/Alimony	\$	\$	\$	\$
Total Monthly Income	\$	\$	\$	\$

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

Total Annual Income	\$	\$	\$	\$
Monthly Medical Expenses if greater than 3% of household income	\$	\$	\$	\$
\$500 (annual) deduction for each family member under 18 years old	\$	\$	\$	\$
Monthly Cost of childcare required for family member to work	\$	\$	\$	\$
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

V. ACKNOWLEDGEMENT, CERTIFICATION & RELEASE

Notice of Intent to Occupy: I do not intend to sell, transfer, rent or otherwise vacate the current property identified herein. I intend to use this property as my principle residence and not a vacation or second home.

Certification: I certify that the information provided in this Application is true and correct as of the date set forth opposite my signature on this Application. I acknowledge my understanding that any intentional or negligent misrepresentation of the information contained in this Application may result in civil liability and/or criminal penalties.

Statement of Release: I authorize the CAA, on behalf of the MOHO Replacement Program, to contact any employer, town official, financial institution, or other agency deemed necessary to obtain information or verification required to complete my request for housing repairs/replacement. This Statement of Release shall be valid from the date of my/our signature(s) below.

Signed by all owners of the property.

Signature of Applicant

Date

Signature of Co-Applicant

Date

DOCUMENTS THAT MUST BE INCLUDED WITH YOUR COMPLETED APPLICATION

1. COPY OF YOUR DEED OR BILL OF SALE FOR MOBILE HOMES ON RENTAL LOTS

2. PROOF OF INCOME FOR ALL HOUSEHOLD MEMBERS

- 3 months recent pay stubs, Social Security and/or Disability benefit award letters, or other proof of income and 3 months of bank statements
- Income Tax Returns from last 2 years if income is variable or from self-employment

3. PROOF OF LIQUID ASSETS

- 3 months of current bank statements for each account

4. COPY OF LATEST REAL ESTATE TAX BILL, SHOWING CURRENT LIABILITIES

MOBILE HOME REPLACEMENT PROGRAM
RELEASE AND HOLD HARMLESS

APPLICANT:

First Name	MI	Last Name
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Mailing Address

City	State	Zip
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PROPERTY:

Property Street

Property City	Property State	Property Zip
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CO-APPLICANT:

First Name	MI	Last Name
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Mailing Address

City	State	Zip
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COMMUNITY ACTION AGENCY (CAA):

CAA Name

Applicant desires to participate in the Mobile Home Replacement Program.

Applicant agrees to assume all risk of injury, harm or damage to his/her person or property which may arise as a result of the performance of the contract by contractor and does hereby release and agree to indemnify and hold harmless the CAA and the Maine State Housing Authority, their agents, officers and employees from any and all liability actions, damages and claims of any kind and nature whatsoever for injury or harm that might arise in connection with the use of the construction contract, the contractor's performance of the contract and/or applicant's participation in the Mobile Home Replacement Program.

Date: _____

Witness

Witness

Applicant

Co-Applicant

MOBILE HOME REPLACEMENT PROGRAM
NOTICE OF PRELIMINARY APPROVAL

APPLICANT:

First Name	MI	Last Name
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Mailing Address

City	State	Zip
------	-------	-----

PROPERTY:

Property Street

Property City	Property State	Property Zip
---------------	----------------	--------------

CO-APPLICANT:

First Name	MI	Last Name
------------	----	-----------

Mailing Address

City	State	Zip
------	-------	-----

COMMUNITY ACTION AGENCY (CAA):

CAA Name

Your Application for a loan with the Mobile Home Replacement Program with the above-referenced CAA has been reviewed and approved for the following:

Deferred/Forgivable 0% Loan

Term 5 years

Rate	0%
------	----

Monthly Loan Payment	\$0
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The CAA will provide a total of \$_____ to the Applicant(s) from the Mobile Home Replacement Program funded by the Maine State Housing Authority.

You will need to bring the following documents with you to the Closing (if applicable):

Your Closing is scheduled on:

Date: _____

Place: _____

Time:

It is important that you bring the above-mentioned items (if applicable) to Closing to avoid any delays. If you have any questions, please contact your CAA Representative prior to your Closing date.

Signature of CAA Representative

CAA Representative Name

Date _____

CAA Representative Telephone

CAA Representative Email

MOBILE HOME REPLACEMENT 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
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Mailing Address

City	State	Zip
------	-------	-----

Telephone Number _____

CONTRACTOR:

Contractor Name

Contractor Mailing Address

City	State	Zip
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Contractor Telephone Number

CO-APPLICANT (CO-OWNER):

First Name	MI	Last Name
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Mailing Address

City	State	Zip
------	-------	-----

Telephone Number _____

ESCROW AGENT:

Community Action Agency (CAA)

CAA Mailing Address

City	State	Zip
------	-------	-----

CAA Telephone Number

2. AGREEMENT DATE AND AMOUNT

This Agreement is entered into on this _____ day of _____, _____
in conjunction with the following funds ("Escrowed Funds"):

Mobile Home Replacement D/F Loan	\$
Owner Contribution	\$
TOTAL	\$

3. USE OF FUNDS

The Escrowed Funds will be held by the ESCROW AGENT for work described in the *Construction Specifications* attached as Exhibit A to the *Construction Contract* of near or even date between the OWNER and the CONTRACTOR as may be modified by change orders executed by the OWNER, the CONTRACTOR, and the ESCROW AGENT (the "Work"). The OWNER and the CONTRACTOR agree to comply with the terms of the *Construction Contract* which is incorporated herein.

4. AUTHORIZATION

ESCROW AGENT is authorized and directed to disburse the Escrowed Funds in accordance with this Agreement. **Provided however, if OWNER and ESCROW AGENT do not receive financing to cover the cost of CONTRACTOR's price, this Agreement is null and void.**

5. DISBURSEMENTS

The ESCROW AGENT shall withhold a minimum of ten percent (10%) of the Escrowed Funds until all Work has been completed to the satisfaction of the ESCROW AGENT and the OWNER. The ESCROW AGENT shall not make any disbursements until the CONTRACTOR has provided the ESCROW AGENT and OWNER with copies of any required permits. The ESCROW AGENT shall disburse funds only for any of the Work which is (a) completed, (b) approved by the OWNER, (c) inspected by the ESCROW AGENT, and (d) approved by the ESCROW AGENT. For each requisition the CONTRACTOR shall submit invoices for materials and the portion of the Work completed through the date of the requisition and lien waivers from all subcontractors who performed any of the Work through the date of the requisition. The ESCROW AGENT shall withhold final payment until the ESCROW AGENT has received a certificate of occupancy from the municipality where the Work was performed, if applicable, and has conducted a final inspection of the Work and certified that the Work is complete.

6. CHANGE ORDERS

The ESCROW AGENT will not pay for any work beyond that called for in the original *Construction Contract* unless a written change order has been approved and signed by the ESCROW AGENT, the CONTRACTOR, and the OWNER. The ESCROW AGENT may require additional funds to be deposited into the Escrowed Funds to pay for increased costs so that at all times there remain sufficient Escrowed Funds to pay for the Work.

7. DISPUTE RESOLUTION

The CONTRACTOR and the OWNER will notify the ESCROW AGENT of any disputes between them. The ESCROW AGENT shall, within fifteen working days from receipt of a complaint, organize an informal meeting with the OWNER and the CONTRACTOR. MaineHousing and/or the CAA may inspect any of the work at any time and may participate in any informal meeting. If the informal conference produces a resolution to the dispute, the ESCROW AGENT shall prepare and the CONTRACTOR and OWNER shall sign a document that plainly states the agreed upon resolution. If the meeting does not result in a resolution, the ESCROW AGENT shall document the results of the meeting and how the parties disagree. If the ESCROW AGENT, the CONTRACTOR, and the OWNER cannot come to a resolution of the matter, then the issue shall be resolved through binding arbitration as regulated by the Maine Uniform Arbitration Act. The parties shall participate in a binding arbitration as soon as possible after the informal conference. The binding arbitration shall be in accordance with the Maine Uniform Arbitration Act unless the ESCROW AGENT, OWNER, and CONTRACTOR otherwise agree. The OWNER and CONTRACTOR shall submit all disputes or claims regardless of the extent of the Work's progress to the arbitrator. The award rendered by the arbitrator shall be final and judgment may be entered upon it in any court having jurisdiction thereof. The CAA will pay for the costs of an arbitrator and choose the arbitrator. The parties will each pay their own attorneys' fees and other costs.

8. MECHANICS LIENS

The ESCROW AGENT assumes no liability for mechanics liens filed in connection with any of the work. This Agreement is duly executed by the parties set forth below.

9. REMAINING PROCEEDS

If there are Escrowed Funds remaining after final payment, those funds shall be returned to the provider of the unexpended funds

10. MISCELLANEOUS

If any part of this Agreement is held to be unenforceable or void, such fact shall not affect the validity or enforceability of the remaining parts of this Agreement. The provisions of this Agreement shall be

binding upon and inure to the benefit of the heirs, successors, and assigns of the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

APPLICANT

Signed by all owners of the property:

Signature of Applicant

Date

Signature of co-Applicant

Date

CONTRACTOR

Signature of Contractor Representative

Date

Contractor Representative Name

ESCROW AGENT

Signature of Escrow Agent Representative

Date

Escrow Agent Representative Name

MOBILE HOME REPLACEMENT PROGRAM CONSTRUCTION CONTRACT

This Contract is based on the Maine Attorney General's model contract for home construction, repair, or remodeling drafted by the Public Protection Unit of the Maine Attorney General in an attempt to meet requirements of 10 M.R.S.A. §§ 1486-90, Home Construction Contracts. Neither the Maine Attorney General nor the Home Repair Network Program guarantees that this contract satisfies all legal requirements. This Contract also contains provisions to ensure compliance with United States Department of Housing and Urban Development (HUD) regulations regarding home rehabilitation projects financed with HUD monies.

1. PARTIES TO THIS CONTRACT

This Agreement is between the following APPLICANT(S) (Owner) and CONTRACTOR:

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:

Community Action Agency (CAA) Name

CAA Mailing Address

City State Zip

CAA Telephone Number

2. LOCATION OF WORK AND CONTRACT PRICE

Contingent upon receipt of funds, the APPLICANT intends to replace an existing mobile home with a new stick built home on the "Property" located at:

Property Street Property City Property State Property Zip

The Contract price as set forth in the CONTRACTOR's bid is \$_____ all in accordance with the *Floor Plans*, and *Construction Specifications* which are attached hereto as Exhibit A and expressly incorporated herein by reference and made a part hereof. **If APPLICANT does not receive financing to cover the cost of the contractor's bid, this contract is null and void.**

3. COMMENCEMENT AND COMPLETION DATES

CONTRACTOR shall start work on or about _____.

The CONTRACTOR shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to _____.

It is further agreed that failure of CONTRACTOR to perform any work under this contract for a period of five (5) consecutive working days at any time after commencement of the work, without written consent of APPLICANT, shall constitute a breach of the contract and APPLICANT 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 and/or assess liquidated damages in the amount of \$50.00 per day for every working day that CONTRACTOR is not at the site without Owner approval until such time the contract is terminated. Any liquidated damages recovered shall be applied as a principal reduction to the outstanding balance of the loan or if a grant shall be refunded to Maine State Housing Authority. APPLICANT may set-off against the contract price the cost and expenses of completing such work. In the event APPLICANT 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 APPLICANT promptly upon demand an apportioned amount of the total sum paid by APPLICANT subject to the Arbitration provisions of Section 13 below.

4. METHOD OF PAYMENT

The ESCROW AGENT is holding the funds for the performance of this contract. CONTRACTOR and APPLICANT agree to comply with the terms of a Construction Escrow Agreement among the ESCROW AGENT, the CONTRACTOR and APPLICANT of near or even date herewith. CONTRACTOR shall be compensated for his/her services in accordance with the Construction Escrow Agreement. The ESCROW AGENT shall disburse funds only for any of the Work which is (a) completed, (b) approved by the Owner, (c) inspected by the ESCROW AGENT, and (d) approved by the ESCROW AGENT. No monies will be disbursed up front in advance of the work. A sum of ten percent of the total contract amount shall be withheld by ESCROW AGENT until completion and approval of all work.

5. ACCESS TO CONTRACTOR'S RECORDS

APPLICANT 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 APPLICANT 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. CONTRACTOR shall provide proof of disposal of pre-1976 mobile home before final payment will be issued.

9. INDEMNIFICATION AND INSURANCE

CONTRACTOR shall indemnify and hold APPLICANT, ESCROW AGENT, the Maine State Housing Authority, the United States Department of Agriculture, Rural Development, and the Maine Department of Economic and Community Development 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 \$1,000,000 aggregate coverage and \$500,000 for each occurrence for bodily injury, death and property damage arising out of the work to be performed by CONTRACTOR and shall procure any worker's compensation insurance required by law.

10. CHANGE ORDERS

Any alteration or deviation from the cost estimate and/or floor plan specifications require written change order approved and signed by the ESCROW AGENT, the CONTRACTOR and the APPLICANT prior to CONTRACTOR's performing any additional work.

11. RESOLUTION OF DISPUTES

Disputes between the APPLICANT 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) non-binding 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.

MaineHousing, which finances this work, requires disputes to be resolved through arbitration with the parties agreeing to accept as final the arbitrator's decision. The APPLICANT and the CONTRACTOR agree to use the dispute resolution process set forth in the Construction Escrow Agreement.

12. ADDITIONAL PROVISIONS

The CONTRACTOR shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 94B; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. CONTRACTOR will take affirmative action to ensure that employees and applicants for employment are treated during employment without regard to their race, color, religion, sex or national origin.

The CONTRACTOR, by execution of this contract, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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.

13. ASSIGNMENTS

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

14. MAINE ATTORNEY GENERAL ADVISORY

APPLICANTS 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:
http://www.maine.gov/ag/consumer/housing/home_construction.shtml 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.

APPLICANT

Signed by all owners of the property:

Signature of Applicant

Date

Signature of co-Applicant

Date

CONTRACTOR

Signature of Contractor Representative

Date

Contractor Representative Name

CONTRACT ADDENDUM MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING STATEMENT

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed – Buyer Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying “Buyer Beware” applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General’s Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year. Although home construction contractors are not licensed, some building trades are licensed.

Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to: www.maine.gov/pfr/.

When hiring a contractor, we recommend that you: Seek referrals and keep good notes. The best source of references may be: Friends, co-workers, independent trade contractors, engineers, family, building material suppliers, neighbors, architects, home inspectors, local lenders, banks, and contractor’s existing customers. When meeting with a builder, be sure to ask for: Number of years in business, permanent business location, proof of general liability insurance, professional affiliations, educational designations, list of last 5 customers and proof of workers’ compensation insurance for employees and liability insurance.

We ***strongly*** recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

Building Codes

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town’s code officials before you begin construction.

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in Chapter 18 of the *Maine Attorney General’s Consumer Law Guide*. Go to http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27938

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

Home Contractors Complaints Received by the Attorney General

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General’s Consumer Protection Division at 1-800-436-2131 or at consumer.mediation@maine.gov. Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs: *State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC*; *In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson*; *State of Maine v. Joel David Poirier*; *State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.*; *State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes*; *State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais)*; *State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders Inc.*; *State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc.*; *State of Maine v. Albert H. Giandrea d/b/a AG’s Home Quality Improvements, Inc.*; *State of Maine v. Al Verdone*; *State of Maine v. Mikal W. Tuttle, d/b/a MT Construction, DMI Industries, and MT Construction, Inc.* *State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction*; The Androscoggin County District Attorney has obtained theft convictions against Harold Soper. **Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor’s record before you begin any construction project.**

Your Home Construction Rights

Chapter 17 of the *Maine Attorney General’s Consumer Law Guide* explains your rights when constructing or repairing your home. Chapter 18 of the *Consumer Law Guide* is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000.

As of September 1, 2006, this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.

MOBILE HOME REPLACEMENT PROGRAM
FINAL CONSTRUCTION SPECIFICATIONS

PARTIES: The Construction Specifications - Appendix A pertain to the *Construction Contract* between the following Applicant(s) and the Contractor:

APPLICANT (OWNER):

First Name MI Last Name

Mailing Address

City State Zip

Telephone Number

CONTRACTOR:

Contractor Name

Contractor Mailing Address

Contractor City State Zip

Contractor Telephone Number

CO-APPLICANT (co-OWNER):

First Name MI Last Name

Mailing Address

City State Zip

Telephone Number

COMMUNITY ACTION AGENCY (CAA):

CAA Name

CAA Technician Name

CAA Technician Email

CAA Technician Telephone

PROPERTY:

Property Street Property City Property State Property Zip

CONTRACT PRICE: \$ _____

CONTRACT DATE: _____

The undersigned Contractor certifies that he/she has performed an on-site pre bid visit to the property and has reviewed and agrees to perform the work described in the attached *Construction Specifications (Appendix A)*. The Contractor shall initial and date each page of the described specifications. ANY and ALL changes to these specifications, regardless of any cost, must be by a written *Change Order* and pre-approved by Maine State Housing Authority.

Signature of Contractor Representative

Date

Contractor Representative Name Printed

The undersigned Applicant(s) certifies that he/she has participated in the development of the attached Construction Specifications - Appendix A. After careful review the Applicant(s) understand and accept the work described. Only the work listed in the attached *Construction Specifications - Appendix A* will be performed. ANY and ALL changes to these specifications, regardless of any cost, must be by a written *Change Order* and pre-approved by MaineHousing. The Applicant(s) shall initial and date each page of the described specifications.

Signed by all owners of the property:

Signature of Applicant

Date

Signature of co-Applicant

Date

**MOBILE HOME REPLACEMENT PROGRAM
MORTGAGE DEED**

_____ and _____ of _____, County of _____, State of Maine (collectively, the "Owner"), for consideration paid, grants and conveys to the Maine State Housing Authority a public body corporate and politic and an instrumentality of the State of Maine with a mailing address of 353 Water Street, Augusta, Maine 04330-4633, its successors and assigns ("MaineHousing"), with mortgage covenants, to secure the repayment of _____ dollars (\$ _____) as provided in a Mobile Home Replacement Program Promissory Note of even date herewith, certain property with the address of _____, County of _____, State of Maine (the "Property") and which is more fully described as attached Exhibit A.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the remedies provided by law.

The Owner agrees:

1. Transfer. The Owner shall not transfer the property described above without the prior written consent of MaineHousing.
2. Completion Certificates. A default may be declared hereunder if the Owner fails to provide any Borrower/Contractor Completion, or other Certificates required under the Mobile Home Replacement Program.
3. Forbearance Not Waiver. Any forbearance by MaineHousing in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
4. Taxes and Insurance. The Owner shall pay all taxes, and assessments, if any, due on the Property and will keep the Property free from all future claims against it. The Owner shall keep the Property insured under terms as required by MaineHousing.
5. Protection of Security. If the Owner fails to pay taxes or assessments, if any, or keep the Property insured under terms as required by MaineHousing, or if the Owner fails to protect MaineHousing's interest in any other way, MaineHousing may, at its option, upon notice to the Owner, pay such sums and take such action as is necessary to protect MaineHousing's interest. Any amounts disbursed under this paragraph shall become indebtedness of the Owner secured by this Mortgage.

IN WITNESS WHEREOF, the Owner has caused this instrument to be duly executed this ____ day of

_____ of _____ in _____, Maine

Witness

Owner:

Witness

Owner:

State of Maine

County of _____, ss. _____

Personally appeared before me the above-named _____ and _____ and acknowledged the foregoing instrument to be his/her/their free act and deed.

Print Name: _____

Notary Public/Attorney-at-Law

My Commission Expires: _____

**MOBILE HOME REPLACEMENT PROGRAM
PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned ("Borrower") promises(s) to pay to the order of the Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine with a mailing address of 353 Water Street, Augusta, Maine 04330-4633, its successors and assigns ("MaineHousing"), the principal sum of _____ dollars (\$_____), or so much thereof as may be advanced, with no interest as set forth below.

Most of the proceeds of the loan are being deposited in a construction escrow pursuant to a Construction Escrow Agreement among my contractor, my Community Action Agency (CAA) and me. Upon close of the construction escrow, you will send me a Notice of Final Escrow Disbursement in the form attached as Appendix A to notify me of any unused proceeds being applied to reduce the loan balance. There will be no monthly payments of principal and interest. This loan will be forgiven five years from the date set forth above unless prior to that date one or more of the following events occur:

1. The property described in the mortgage (the "Mortgage") I have given to secure this Note (the "Property") is transferred or sold. Refinancing the loan is a sale or transfer of the Property for purposes of this Note.
2. I no longer occupy the Property as my principal residence.
3. I am in default of this Note or the Mortgage.

I agree to give you notice of any sale or transfer of the Property or any change in the use of the Property.

Failure by the holder to declare a default shall not constitute a waiver by holder of the rights granted and reserved hereunder.

Borrower may repay the entire principal amount of this Note without penalty at any time.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

The indebtedness evidenced by this Note is further secured by a Mobile Home Replacement Program Mortgage of even date pertaining to real property situated in, _____ Maine and reference is made to the said Mortgage for rights as to acceleration of the indebtedness evidenced by this Note. Disbursement of the proceeds of this Note is to be made in accordance with the terms and conditions of the Mobile Home Replacement Program Construction Escrow Agreement and of which terms and conditions the Borrower hereby agrees may be waived by the holder hereof in its sole discretion.

All persons who sign this Note are responsible for keeping the promises made in this Note. Although more than one person may have signed this Note, I understand that I, as an individual, am responsible for paying back the full amount according to the terms of this Note. You may take legal action against all persons who have signed this Note or only me to collect all amounts due under this Note even though I have not received any direct personal benefit from the loan. All persons who sign this Note are entitled to a copy of it.

Witness my/our hand(s) this _____ day of _____, 2016.

Witness

Borrower:

Witness

Borrower:

MOBILE HOME REPLACEMENT PROGRAM NOTICE OF RIGHT TO CANCEL

APPLICANT (BORROWER):

First Name	MI	Last Name
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Mailing Address

City	State	Zip
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PROPERTY:

Property Street

Property City	Property State	Property Zip
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CO-APPLICANT (CO-BORROWER):

First Name	MI	Last Name
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Mailing Address

City	State	Zip
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MAINE STATE HOUSING AUTHORITY (LENDER)
c/o COMMUNITY ACTION AGENCY (CAA):

CAA Name

Mailing Address

City	State	Zip
------	-------	-----

In this Notice, the words “I”, “me”, and “my” mean each person who signs as a Borrower below. The words “you” and “your”, and “the lender” mean _____.

1. DESCRIPTION OF LOAN

This Notice relates to a loan, dated _____, secured by a mortgage on my home which is located at _____, Maine.

2. MY RIGHT TO CANCEL

I am entering into a loan that will result in a mortgage on my home. I have a legal right to cancel this loan, without cost, within three business days from the date of the loan. If I cancel the loan, the mortgage is also canceled. Within 20 calendar days after you receive my notice, you must take the steps necessary to reflect that the mortgage on my home has been canceled and you must return to me any money or property I have given to you or to anyone else in connection with this loan. I may keep any property or money you have given me until you have done the things mentioned above, but I must then offer to return the money or property. If it is impractical or unfair for me to return the property, I must offer its reasonable value. I may offer to return the property at my home or at the location of the property. Money must be returned to the lender at the address above. If you do not take possession of the money or property within 20 calendar days of my offer, I may keep it without further obligation.

3. HOW TO CANCEL

If I decide to cancel this loan, I may do so by notifying the lender in writing at the address above. I may use any written statement that is signed and dated by me and states my intention to cancel, or I may use this Notice by dating and signing it where indicated below. I should keep one copy of this Notice because it contains important information about my rights. You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice as it contains important information about your rights. If I cancel by mail or telegram, I must send the notice **no later than midnight of the third business day from the date above**. If I send or deliver my written notice to cancel some other way, it must be delivered no later than that time.

4. I WISH TO CANCEL

Borrower's Signature _____ Date _____

Co-Borrower's Signature _____ Date _____

5. ACKNOWLEDGMENT OF RECEIPT

Each of us acknowledges receipt of two completed copies of this Notice, and we understand its meaning.

Borrower's Signature _____ Date _____

Co-Borrower's Signature _____ Date _____

MOBILE HOME REPLACEMENT PROGRAM
PROPERTY INSPECTION CHECKLIST

APPLICANT:

First Name MI Last Name

PROPERTY :

Property Street

Property City Property State Property Zip

COMMUNITY ACTION AGENCY (CAA):

CAA Name

CAA INSPECTOR:

Inspector Name: _____

Inspector Telephone: _____

Inspector Email: _____

INSPECTION DATE: _____

Mobile Home Information

Use existing location? _____	Size of Mobile Home _____
Year Built _____	Number of Bedrooms _____
Recommend Replacement? _____	Oil Tank _____
Size of Additions _____	Well Condition/Type _____
Lot Size _____	Septic Condition _____

Component Condition

Roof system _____	Electrical _____
Walls _____	Plumbing _____
Windows _____	Fixtures _____
Doors _____	Heating System _____
Flooring _____	
Existing Stove Type Gas Electric	ADA Ramp required? Yes No

ADA Bath requirements _____

Overall Condition of Existing Home _____

Condition of Utility Pole, Service Entrance _____

OTHER NOTES:

MOBILE HOME REPLACEMENT PROGRAM

WORK WRITE-UP/COST ESTIMATE

APPLICANT:

COMMUNITY ACTION AGENCY (CAA):

First Name	MI	Last Name
------------	----	-----------

CAA Name

PROPERTY :

CAA TECHNICIAN:

Property Street

Technician Name:

Property City	Property State	Property Zip
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Technician Telephone:

Technician Email:

	WORK DESCRIPTION REPLACEMENT	PERFORMANCE STANDARD	MATERIAL	LABOR	COST
	TOTALS				

Signature of CAA Technician

Date _____

MOBILE HOME REPLACEMENT PROGRAM PHASE 1 - DOCUMENT CHECKLIST

Applicant/Owner: _____ **CAA:** _____

First MI Last CAA Name

Property: _____

Street	City	State	Zip

	Copy to MSHA	Retain Original in File	Original to MSHA	Reviewed by MSHA Date & Initial	Notes
FILE SECTION 1 (Applicant/Property Documents)					
MOHO Application	X	X			
Proof of Income <i>(3 months of paystubs, 3 months of bank statements; if self-employed 2 years previous federal tax returns)</i>	X	X			
Proof of Ownership <i>(Property Deed, bill of sale)</i>	X	X			
Mobile Home Bill of Sale and Property Tax Bill	X	X			
Merchant Report		X			
Notice of Preliminary Approval		X			
Release and Hold Harmless		X			
Promissory Note			X		
Notice of Right to Cancel		X			
Mortgage Deed <i>(with Exhibit)</i>	X	X			
FILE SECTION 2 (Invoices, Checklists, Waivers)					
Phase 1 MOHO Invoice	X	X			
Phase 1 Document Checklist	X	X			
Waiver <i>(if applicable)</i>	X	X			
FILE SECTION 3 (Contractor Documents)					
Construction Escrow Agreement	X	X			
Construction Contract	X	X			
Construction Specifications with Floor Plan <i>(Appendix A to Construction Contract)</i>	X	X			
Change Order <i>(if applicable)</i>	X	X			
Notice to Proceed		X			
FILE SECTION 4 (Estimates, Bids, Reports, Designs)					
Bid Tabulation		X			
Work Write-Up/Cost Estimate		X			
Property Inspection Checklist		X			
FILE SECTION 5 (Federal & State Compliance)					
FIRM Floodplain Map	X	X			
FILE SECTION 6 (Photos, Correspondence, Misc.)					
Digital color photographs	X	X			
Correspondence		X			

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

CAA Representative Name

MOBILE HOME REPLACEMENT 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

Construction Costs	\$
Mortgage Payoff Amount	\$
Homeowner Education (max \$1,000)	\$
Merchant Fee	\$
Registry Filing Fee	\$
Total Original Funding	\$
Phase 1 Administrative Fee	\$

INITIAL PAYMENT \$

Change Order/Additional Funding

Additional Funding

Temporary Relocation	\$
	\$
	\$
Total Additional Funding	\$
Phase 1 Additional Administrative Fee	\$

ADDITIONAL PAYMENT \$

PHASE 2

Final Funding

Total Funding	\$
Phase 2 Administrative Fee	\$

FINAL PAYMENT \$

TOTAL PROJECT AMOUNT \$

CAA SIGNATURE:

CAA Representative Signature

Date

CAA Representative Name