





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: **Please select one of the following options:**

binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision. If selected: **Client initials** \_\_\_\_\_ **Contractor initials** \_\_\_\_\_

non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit. If selected: **Client initials** \_\_\_\_\_ **Contractor initials** \_\_\_\_\_

mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If selected: **Client initials** \_\_\_\_\_ **Contractor initials** \_\_\_\_\_

The Program that finances this work requires disputes to be resolved in accordance with the above selected option.

## 15. ADDITIONAL PROVISIONS

- a. 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.
- b. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, age, physical or mental disability, or familial or marital status and in the case of employment, genetic information 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, ancestry, age, physical or mental disability, or familial or marital status and in the case of employment, genetic information or national origin.
- c. 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.
- d. **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.

## 16. ASSIGNMENTS

Contractor shall not assign the benefits of the Contract nor delegate its duties thereunder without written consent of Applicant and Escrow Agent.

## 17. 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/law\\_guide\\_article.shtml?id=27919](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27919) or contact the Attorney General's Office by mail or phone at 6 State House Station, Augusta, ME 04333 (207) 626-8800 / TTY # (207) 626-8865.



