

# HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP) PHASE 1 PROJECT SUMMARY SHEET

Provide the following data and documents will auto-populate:

## APPLICANT (OWNER)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_  
(First MI Last)  
Mailing Address: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
(Street, City, State, Zip)  
Property Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
(Street, City, State, Zip)

## CO-APPLICANT (CO-OWNER)

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
(Street, City, State, Zip)  
Property Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
(Street, City, State, Zip)

## COMMUNITY ACTION AGENCY (CAA)

CAA Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
(Street, City, State, Zip)  
CAA Rep Name: \_\_\_\_\_ CAA Tech Name: \_\_\_\_\_  
CAA Rep Phone: \_\_\_\_\_ CAA Tech Phone: \_\_\_\_\_  
CAA Rep Email: \_\_\_\_\_ CAA Tech Email: \_\_\_\_\_

## ELIGIBILITY

Household (HH) Size: \_\_\_\_\_ Date Income Eligibility Verified: \_\_\_\_\_  
HH Annual Countable Income: \$ \_\_\_\_\_  
(monthly HH income x 12) Maximum AMI for HH (80%): \$ \_\_\_\_\_  
(see 80% Medium Income on CAA Portal)  
Date client was added to HARP Waitlist \_\_\_\_\_

## PROGRAM GRANTS

Home Repair	\$ _____
Older Adult Home Repair	\$ _____
Emergency Home Repair	\$ _____
Emergency Manufactured Home Repair	\$ _____
Accessibility	\$ _____

**TOTAL GRANT AMOUNT** \$ \_\_\_\_\_  
*Other Funding Contribution* \$ \_\_\_\_\_  
**PROJECT TOTAL** \$ \_\_\_\_\_  
Grant Agreement Date \_\_\_\_\_

### CONTRACTOR 1

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
(Street, City, State, Zip)  
Contractor Rep. Name: \_\_\_\_\_  
Contractor Rep. Phone: \_\_\_\_\_  
Contractor Rep Email: \_\_\_\_\_  
**Contract Total:** \$ \_\_\_\_\_  
Contract Date: \_\_\_\_\_  
Project Start Date: \_\_\_\_\_  
Project Completion Date: \_\_\_\_\_  
Change Order #1 Cost: \$ \_\_\_\_\_  
New Completion Date: \_\_\_\_\_  
Change Order #2 Cost: \$ \_\_\_\_\_  
New Completion Date: \_\_\_\_\_  
**REVISED CONTRACT TOTAL:** \$ \_\_\_\_\_

### CONTRACTOR 2

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
(Street, City, State, Zip)  
Contractor Rep. Name: \_\_\_\_\_  
Contractor Rep. Phone: \_\_\_\_\_  
Contractor Rep Email: \_\_\_\_\_  
**Contract Total:** \$ \_\_\_\_\_  
Contract Date: \_\_\_\_\_  
Project Start Date: \_\_\_\_\_  
Project Completion Date: \_\_\_\_\_  
Change Order #1 Cost: \$ \_\_\_\_\_  
New Completion Date: \_\_\_\_\_  
Change Order #2 Cost: \$ \_\_\_\_\_  
New Completion Date: \_\_\_\_\_  
**REVISED CONTRACT TOTAL:** \$ \_\_\_\_\_

## PROJECT NOTES

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**HARP APPLICATION**

**This HARP Application is time sensitive. The Community Action Agency (CAA) will require additional documentation to process your application. If you fail to provide the completed application and requested documentation within 30 days from the postmark date on the blank HARP Application, you will be removed from the HARP Wait List and will have to contact your local CAA to get back on the HARP Wait List.**

**INSTRUCTIONS:** Complete and return the completed and signed Application to the CAA below  
**COMMUNITY ACTION AGENCY (CAA)**

CAA Name: _____	Mailing Address: _____ <small>(Street, City, State, Zip)</small>
CAA Rep Name: _____	CAA Tech Name: _____
CAA Rep Phone: _____	CAA Tech Phone: _____
CAA Rep Email: _____	CAA Tech Email: _____

**APPLICANT (OWNER)**

Name: _____ <small>(First, MI, Last)</small>	Daytime Phone: _____
Mailing Address: _____ <small>(Street, City, State, Zip)</small>	Evening Phone: _____
Property Address: _____ <small>(Street, City, State, Zip)</small>	Email Address: _____

**CO-APPLICANT (CO-OWNER)**

Name: _____ <small>(First, MI, Last)</small>	Daytime Phone: _____
Mailing Address: _____ <small>(Street, City, State, Zip)</small>	Evening Phone: _____
Property Address: _____ <small>(Street, City, State, Zip)</small>	Email Address: _____

**List all people in the household, their age, full-time student status and veteran status**

Name: First, MI, Last	Age	Full Time Student		Veteran	
		Yes	No	Yes	No
		Yes	No	Yes	No
		Yes	No	Yes	No
		Yes	No	Yes	No
		Yes	No	Yes	No
		Yes	No	Yes	No
		Yes	No	Yes	No
		Yes	No	Yes	No

**PROPERTY INFORMATION**

Property Address: \_\_\_\_\_

Is this your primary residence?	Yes	No
If no, is this a rental property?	Yes	No
Is this a mobile home?	Yes	No
If yes, do you own the land?	Yes	No

When did you purchase the property?  
What year was this home constructed?

How many bedrooms are in this property? \_\_\_\_\_

Does your property have any tax and/or wastewater liens filed against it? Yes No

Do you have a mortgage? Yes No

If yes, is it up to date? NA Yes No

Do you have homeowner's Insurance? Yes No If yes, is the repair(s) covered? Yes No

If yes repair(s) covered, what is the clients deductible?

The \$ amount of the repair(s) that the insurance cover?

Have you received any assistance from MaineHousing programs in the past? Yes No  
*(e.g., HEAP, Weatherization, Home Repair, Heat System Repair/Replacement)*

If yes, please state the program and year:

Do you have barriers that pose safety risks and prevent you from being able to safely navigate in, out of and within your home? Yes No  
*(Examples include grab bars needed to safely bathe, ramp to enter and exit the home)*

Water Source: Private Public

Do you have an arsenic abatement system? Yes No

Has your water been tested for arsenic within the past 12 months? Yes No

Date of Water Test: \_\_\_\_\_

Was the arsenic level greater than 10 ug/L? Unsure Yes No

Does your water source provide adequate and safe water? Yes No

Is your roof currently leaking? Yes No

If yes, how long has it been leaking? \_\_\_\_\_

On a scale of 1-10, how severe is the roof leak? \_\_\_\_\_

Is water leaking into your living space? Yes No

Has water created other issues in your home? Yes No

If yes, please explain below: \_\_\_\_\_

Is your septic backing up in your home? Yes No

If yes, where is it backing up and for how long? \_\_\_\_\_

Is your septic backing up onto your lawn? Yes No

If yes, for how long? \_\_\_\_\_

Do you have a working heating system? Yes No

If no, how long has it been inoperable? \_\_\_\_\_

If no, please explain the issue with the heat system: \_\_\_\_\_

Please use the space below to explain the condition of your home and what repairs and/or modifications are needed. **Please be specific.**

## 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.*

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

Household Members Name				
Wages/Salary	\$	\$	\$	\$
Overtime/Commissions	\$	\$	\$	\$
VA Benefits	\$	\$	\$	\$
Pensions	\$	\$	\$	\$
Annuities	\$	\$	\$	\$
Social Security	\$	\$	\$	\$
Disability Benefits	\$	\$	\$	\$
TANF/General Assistance/Other	\$	\$	\$	\$
Unemployment Benefits	\$	\$	\$	\$
Child Support/Alimony	\$	\$	\$	\$
Other (specify)	\$	\$	\$	\$
<b>Total Monthly Income</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total Annual Income</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total Household Annual Income</b>	<b>\$</b>			

## ASSET INFORMATION

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

Name and Address of Financial Institution	Type of Account	Account Balance
		\$
		\$
		\$
		\$

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

Name and 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
			\$
			\$
			\$
			\$

Applicant(s) please continue to page 4

### Office Use Only

The Gross Income as calculated pursuant to this Application has been verified by the CAA to be: \$ \_\_\_\_\_

Maximum Eligible Income for this applicant is: \$ \_\_\_\_\_

\_\_\_\_\_  
CAA Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CAA Representative Name



## V. ACKNOWLEDGEMENT, CERTIFICATION AND AUTHORIZATION

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### ACKNOWLEDGEMENT: I SPECIFICALLY ACKNOWLEDGE AND AGREE THAT:

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- (1) The property will not be used for any illegal or prohibited purpose or use;
- (2) All statements made in this application area made for the purpose of obtaining the grant provided by the program;
- (3) Verification or re-verification of any information contained in this application may be made at any time by the program from any source named in this application;
- (4) The original copy of this application will be retained by the program;
- (5) The program will rely on the information contained in this application;
- (6) I have a continuing obligation to amend and/or supplement the information provided in this application, if any, of the material facts that I have represented in this application should change prior to the grant closing.
- (7) 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.
- (8) I understand that no proceeds of the Program grant(s) will be used to compensate me, a Co-Applicant/Co-Owner, or any other household member, for labor and/or materials. I understand that no proceeds of the grant will be used to pay for the labor of any member of my family in making the improvements unless the family member owns and operates a construction business and meets the minimum contractor standards by becoming pre-qualified by the Community Action Agency and MaineHousing. I understand that as used in the preceding sentence the term "family" includes my brothers and sisters (whether by the whole or half-blood) spouse, ancestors, and lineal descendants.
- (9) I understand that upon sufficient notice of such, MaineHousing and/or the Community Action Agency should have the right of entry to the project and the right to inspect all work done, material, equipment and fixtures furnished, installed or stored in and about the project.
- (10) I understand I cannot sell, transfer, rent, or otherwise vacate the residence listed in this Application for a period of 3 years from the date the Declaration of Covenants and Restrictions is registered with the applicable County Registry of Deeds.

**Notice of Intent to Occupy:** Occupation of the property will be as my primary residence only. I do not intend to sell, transfer, rent or otherwise vacate the residence listed in this Application for a period of 3 years from the date of this Application.

**Certification:** I certify, attest, and affirm under penalty of perjury that the above information is complete and accurate to the best of my knowledge and belief. I authorize the Maine State Housing Authority and the State of Maine to verify and investigate such information with my full cooperation at any time. I understand that providing false or misleading statements or omissions to the Maine State Housing Authority on this HARP Application may result in federal and state criminal and civil actions for fines, penalties, damages or imprisonment. I have read and understand the above attestation. I am signing this HARP Application by electronically entering my name or providing a wet signature below the Statement of Release.

**Statement of Release:** I authorize the Community Action Agency, on behalf of the 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**

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Applicant/Owner Signature

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Date

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Co-Applicant/Co-Owner Signature

---

Date

## VI. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is required by the Federal Government for certain types of funding related to a dwelling or order to monitor compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that an agency may discriminate neither based on this information, nor on whether you choose to furnish it. However, if you choose not to furnish the information, under federal regulations the agency is required to note race or national origin and sex based on visual observation or surname. If you do not wish to furnish the information, please check below.

### Applicant/Owner

I do not wish to furnish this information.

Ethnicity: Hispanic or Latino      Non-Hispanic or Non-Latino

Race: American Indian or Alaska Native

Asian

Black or African American

White

Gender: Female                      Male

### Co-Applicant/Co-Owner

I do not wish to furnish this information.

Ethnicity: Hispanic or Latino      Non-Hispanic or Non-Latino

Race: American Indian or Alaska Native

Asian

Black or African American

White

Gender: Female                      Male

Home Accessibility and Repair Program (HARP)  
**DECLARATION OF COVENANTS AND RESTRICTIONS**

<b>Grantee</b> _____	<b>Co-Grantee:</b> _____
<b>Property Address:</b> _____	<b>Property Address:</b> _____
<b>Mailing Address (if different):</b> _____	<b>Mailing Address (if different):</b> _____

**This Declaration of Covenants and Restrictions (“Declaration”)** is made the above-named Grantee(s) residing at the above-identified property address (which term shall mean the Applicant(s) under the Maine State Housing Authority (MaineHousing) Home Accessibility and Repair Program (HARP Program) to induce MaineHousing, with a mailing address of 26 Edison Drive, Augusta, Maine 04330, which term shall include its successors and assigns, to grant funds to the Grantee under MaineHousing’s HARP Program.

**Whereas**, Grantee is the owner of a above referenced property (“Property”) and made application for a HARP Program grant; and

**Whereas**, MaineHousing may provide HARP Program grants up to \$15,000 per home for an emergency repair and \$30,000 per home for a Warm, Safe, Dry Home Repair or Elderly Home Repair grant in the Property; and

**Whereas**, in consideration of the benefit received by Grantee from the HARP Program, Grantee has agreed to abide by the covenants and restrictions set forth in this Declaration.

**Now, therefore**, Grantee hereby agrees as follows:

**1. Enforceability of Covenants**

The covenants and restrictions set forth in this Declaration are intended to be and shall be considered covenants that run with the real estate described in **Exhibit A** attached hereto and made a part hereof and shall bind all subsequent owners of the real estate described in **Exhibit A** for the Declaration Period as defined herein. The covenants of Grantee set forth herein are enforceable by MaineHousing as a contract beneficiary. The covenants and restrictions shall survive a sale, transfer or other disposition of the Property by Grantee, except that such covenants and restrictions shall not survive a sale or transfer by foreclosure to a party other than Grantee or any member of Grantee’s household or a transfer deed in lieu of foreclosure.

**2. Covenants and Restrictions**

**Grantee is the recipient of a HARP Program Grant and agrees to the following:**

Grantee hereby covenants and agrees that for three (3) years from the date of the recording of this Declaration in the applicable County Registry of Deeds the Grantee will not sell, transfer, dispose of or rent the Property.

**3. Discharge**

- Grantee is the recipient of a Home Accessibility and Repair Grant**, this Declaration shall automatically expire and have no force or effect three (3) years from the date of recording with no additional action necessary by any party.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Grantee Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Its: \_\_\_\_\_

State of Maine  
County of \_\_\_\_\_

Date: \_\_\_\_\_

Personally appeared before me the above-named \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and gave oath to the foregoing and acknowledged before me the foregoing to be his/her free act and deed [in his/her  
said capacity] [and the free act and deed of \_\_\_\_\_].

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Printed name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

Home Accessibility and Repair Program (HARP)

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**EXHIBIT A TO DECLARATION OF COVENANTS AND RESTRICTIONS**

**LEGAL DESCRIPTION OF PROPERTY**

**NOTICE OF PRELIMINARY APPROVAL**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_  
(Street, City, State, Zip)

CAA Technician Phone: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Property: \_\_\_\_\_  
(Street, City, State, Zip)

Grant Amount: \_\_\_\_\_

Your Application for a grant from the Home Accessibility and Repair Program (Program) with the above-referenced CAA has been reviewed and approved for the following:

Grant Funds	
Home Repair	\$
Older Adult Home Repair	\$
Emergency Home Repair	\$
Emergency Manufactured Home Repair	\$
Accessibility	\$
<b>TOTAL GRANT FUNDS</b>	<b>\$</b>

The CAA will hold a total of \$\_\_\_\_\_ in escrow from the Program funded by the MaineHousing.

You will need to bring the following documents with you to the Closing:	
1	_____
2	_____
3	_____
Your Closing is scheduled on:	

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Place: \_\_\_\_\_

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.

\_\_\_\_\_  
 CAA Representative Signature

\_\_\_\_\_  
 CAA Representative Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 CAA Representative Phone

\_\_\_\_\_  
 CAA Representative Email



HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**PRE-CONSTRUCTION CONFERENCE REPORT**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_  
(Street, City, State, Zip)

CAA Technician Phone: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Property: \_\_\_\_\_  
(Street, City, State, Zip)

Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

**Completed by the Applicant:**

I (We), the undersigned have, on this date, participated in a pre-construction conference prior to the signing of a *Construction Contract* for the rehabilitation of my (our) Property at the above referenced address.

I (We) acknowledge that I (we) understand the terms of the *Construction Contract*, the explanation of the work to be performed by the contractor, the roles of the CAA and the Rehab Tech, and our responsibilities during the construction phase. I (We) have been given adequate explanations to our questions, if any, and are aware that assistance will be provided by CAA staff as requested. I (We) further understand and acknowledge that the Home Accessibility and Repair Program assumes no responsibilities for the work performed and does not warrant any work performed.

**Applicable to pre-1978 homes only:** I (we) further certify that I (we) have been made aware of the dangers of lead based paint, and have received a copy of *Protect Your Family From Lead in Your Home* pamphlet. I (We) understand that all children under 6 years of age must be temporarily relocated until all work is complete and dust wipe clearances are achieved. I (We) have also received a copy of the *Single Family Lead Hazard Presumption Notice*.

\_\_\_\_\_  
Applicant/Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/Co-Owner Signature

\_\_\_\_\_  
Date

**Completed by the Contractor:**

Building Permit required:      Yes      No      If yes –copy must be placed in project file.

If No, explain how you know that a permit is not required:

Contact with local CEO Office      Other Please Explain: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the homeowner(s,) Rehab Tech, and myself. I understand the procedures to be followed for change orders and requests for payment and inspections. I understand and agree that the work performed must meet the standards required by the Home Repair Program and established by the job specifications.

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name (*printed*)

**Completed by the Agency:**

I, the undersigned, hereby certify that I participated in a pre-construction conference on this date.

\_\_\_\_\_  
CAA Technician Signature

\_\_\_\_\_  
Date



HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**CONSTRUCTION CONTRACT**

Agency (CAA): \_\_\_\_\_ CAA Technician Name: \_\_\_\_\_  
CAA Address: \_\_\_\_\_ CAA Technician Phone: \_\_\_\_\_  
CAA Technician Email: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_ Co-Applicant Name: \_\_\_\_\_  
Property: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Construction Contract (“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 Accessibility and Repair Program (“Program”) guarantees that this Contract satisfies all legal requirements.

**1. PARTIES TO THIS CONTRACT**

This Contract is between the above-named “Applicant” and “Contractor.”

**2. LOCATION OF WORK**

Contingent upon receipt of funds, the Applicant intends to rehabilitate the above-named “Property.”

**3. CONTRACT PRICE**

The Contract price as set forth in the Contractor’s bid is \$ \_\_\_\_\_ all in accordance with the estimate, plans, and 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.**

**4. COMMENCEMENT AND COMPLETION DATES**

- a. Start Date: Contractor shall start work on or about \_\_\_\_\_.
- b. End Date: The Contractor shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to \_\_\_\_\_.
- c. It is further agreed that failure of the 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/her 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 Applicant approval until such time the Contract is terminated.
- d. 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 (MaineHousing). 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 Resolution of Disputes provision of Section 14 below.

**5. METHOD OF PAYMENT**

The above-named “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* between the Escrow Agent, the Contractor and Applicant of near or even date herewith. Contractor shall be compensated for services in accordance with said *Construction Escrow Agreement*.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold Applicant, Escrow Agent, and MaineHousing 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 \$2,000,000 aggregate coverage and \$1,000,000 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.

## **11. RELEASE AND HOLD HARMLESS**

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 MaineHousing, the CAA, 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 Contract, the Contractor's performance of the Contract and/or Applicant's participation in the Program.

## **12. COOPERATION**

Applicant 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. Applicant 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 Applicant.

## **13. CHANGE ORDERS**

Any alteration or deviation from the contractual specifications presented in Exhibit A require a written *Change Order* approved and signed by the Escrow Agent, the Contractor and the Applicant prior to Contractor performing any additional work.

## **14. RESOLUTION OF DISPUTES**

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**PRE-CONSTRUCTION CONFERENCE REPORT**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_  
(Street, City, State, Zip)

CAA Technician Phone: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Property: \_\_\_\_\_  
(Street, City, State, Zip)

Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

**Completed by the Applicant:**

I (We), the undersigned have, on this date, participated in a pre-construction conference prior to the signing of a *Construction Contract* for the rehabilitation of my (our) Property at the above referenced address.

I (We) acknowledge that I (we) understand the terms of the *Construction Contract*, the explanation of the work to be performed by the contractor, the roles of the CAA and the Rehab Tech, and our responsibilities during the construction phase. I (We) have been given adequate explanations to our questions, if any, and are aware that assistance will be provided by CAA staff as requested. I (We) further understand and acknowledge that the Home Accessibility and Repair Program assumes no responsibilities for the work performed and does not warrant any work performed.

**Applicable to pre-1978 homes only:** I (we) further certify that I (we) have been made aware of the dangers of lead based paint, and have received a copy of *Protect Your Family From Lead in Your Home* pamphlet. I (We) understand that all children under 6 years of age must be temporarily relocated until all work is complete and dust wipe clearances are achieved. I (We) have also received a copy of the *Single Family Lead Hazard Presumption Notice*.

\_\_\_\_\_  
Applicant/Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/Co-Owner Signature

\_\_\_\_\_  
Date

**Completed by the Contractor:**

Building Permit required:      Yes      No      If yes –copy must be placed in project file.

If No, explain how you know that a permit is not required:

Contact with local CEO Office      Other Please Explain: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the homeowner(s,) Rehab Tech, and myself. I understand the procedures to be followed for change orders and requests for payment and inspections. I understand and agree that the work performed must meet the standards required by the Home Repair Program and established by the job specifications.

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name (*printed*)

**Completed by the Agency:**

I, the undersigned, hereby certify that I participated in a pre-construction conference on this date.

\_\_\_\_\_  
CAA Technician Signature

\_\_\_\_\_  
Date

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**CONSTRUCTION CONTRACT**

Agency (CAA): \_\_\_\_\_ CAA Technician Name: \_\_\_\_\_  
CAA Address: \_\_\_\_\_ CAA Technician Phone: \_\_\_\_\_  
CAA Technician Email: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_ Co-Applicant Name: \_\_\_\_\_  
Property: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Construction Contract ("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 Accessibility and Repair Program ("Program") guarantees that this Contract satisfies all legal requirements.

**1. PARTIES TO THIS CONTRACT**

This Contract is between the above-named "Applicant" and "Contractor."

**2. LOCATION OF WORK**

Contingent upon receipt of funds, the Applicant intends to rehabilitate the above-named "Property."

**3. CONTRACT PRICE**

The Contract price as set forth in the Contractor's bid is \$ \_\_\_\_\_ all in accordance with the estimate, plans, and 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.**

**4. COMMENCEMENT AND COMPLETION DATES**

- a. Start Date: Contractor shall start work on or about \_\_\_\_\_.
- b. End Date: The Contractor shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to \_\_\_\_\_.
- c. It is further agreed that failure of the 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/her 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 Applicant approval until such time the Contract is terminated.
- d. 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 (MaineHousing). 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 Resolution of Disputes provision of Section 14 below.

**5. METHOD OF PAYMENT**

The above-named "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* between the Escrow Agent, the Contractor and Applicant of near or even date herewith. Contractor shall be compensated for services in accordance with said *Construction Escrow Agreement*.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold Applicant, Escrow Agent, and MaineHousing 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 \$2,000,000 aggregate coverage and \$1,000,000 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.

## **11. RELEASE AND HOLD HARMLESS**

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 MaineHousing, the CAA, 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 Contract, the Contractor's performance of the Contract and/or Applicant's participation in the Program.

## **12. COOPERATION**

Applicant 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. Applicant 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 Applicant.

## **13. CHANGE ORDERS**

Any alteration or deviation from the contractual specifications presented in Exhibit A require a written *Change Order* approved and signed by the Escrow Agent, the Contractor and the Applicant prior to Contractor performing any additional work.

## **14. 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: **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.

**18. JOB SPECIFICATIONS CERTIFICATION**

The attached *Job Standards and Specifications* pertain to the *Construction Contract* between the following Applicant(s) and the Contractor:

**CONTRACTOR:**

The undersigned Contractor certifies that he/she has performed an on-site pre bid walk-thru and has reviewed and agrees to perform the work described in the attached *Job Standards and Specifications* (Appendix A to the *Construction Contract*). ANY and ALL changes to these specifications, regardless of any cost, must be by a written *Change Order* and pre-approved by MaineHousing.

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name (*printed*)

**APPLICANT:**

The undersigned Applicant(s) certifies that he/she has participated in the development of the attached *Job Standards and Specifications* (Appendix A to the *Construction Contract*). After careful review, the Applicant(s) understand and accept the work described. Only the work listed in the attached *Job Standards and Specifications* 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.

**Signed by all owners of the property:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

**19. AUTHORIZED SIGNATURES**

**Applicant**

**Signed by all owners of the property:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name

**Escrow Agent**

\_\_\_\_\_  
Signature of Escrow Agent Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Escrow Agent 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!**

Home contractors are not licensed or regulated by the State of Maine. The old saying “Buyer Beware” applies. 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. Although home construction contractors are not licensed, some building trades are licensed. Plumbers, electricians, oil burner technicians, and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to <http://www.maine.gov/pfr/>

## **Always Check Contractors References**

The Attorney General receives more complaints about home contractors than about almost any other business. We **strongly** recommend that you ask any contractor you are considering hiring for several references and that you follow up on them. It is also a good idea to check with your local building supply companies or real estate brokers. They will know the dependable contractors in your area.

## **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 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](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**

For a listing of home contractors the Attorney General’s Consumer Mediation Service has received complaints against, go to: <http://www.maine.gov/ag/consumer/complaints/index.shtml>

You can also call the Attorney General’s Consumer Protection Division at 1-800-436-2131. The Better Business Bureau also provides information on companies. Go to [www.bosbbb.org](http://www.bosbbb.org) or call (207) 878-2715.

## **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. Jeffrey C. Scott, d/b/a Molunkus Stream Construction; 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. Bob Burns d/b/a Better Homes; 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.* The Androscoggin County District Attorney has obtained a theft conviction against home contractor *Harold Soper. State of Maine v. Harold Soper.* **Even when our lawsuits 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. Go to [http://www.maine.gov/ag/consumer/law\\_guide\\_article.shtml?id=27938](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27938)

**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**



**CONSTRUCTION ESCROW AGREEMENT**

Agency (CAA): _____	CAA Technician Name: _____
CAA Address: _____	CAA Technician Phone: _____
	CAA Technician Email: _____
Applicant Name: _____	Co-Applicant Name: _____
Property: _____	
Contractor: _____	Contractor Address: _____
Contract Amount: _____	Contract Date: _____

**1. PARTIES TO THIS AGREEMENT**

This Agreement is between the above-named Applicant, Contractor and Escrow Agent.

**2. AGREEMENT DATE AND AMOUNT**

This Agreement is entered into on \_\_\_\_\_ in conjunction with the following funds (“Escrowed Funds”):

Home Accessibility and Repair Program Grants	
Home Repair	\$
Older Adult Home Repair	\$
Emergency Home Repair	\$
Emergency Manufactured Home Repair	\$
Accessibility	\$
<b>GRANT AWARD</b>	<b>\$</b>
Other Funding Contribution	\$
<b>PROJECT TOTAL</b>	<b>\$</b>

**3. DEPOSIT**

The Applicant has deposited \$\_\_\_\_\_ (the “Escrowed Funds”) with the Escrow Agent for work described in *Appendix A* to a *Construction Contract* for near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor and the Escrow Agent (the “Work”). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

**4. USE OF FUNDS**

The Escrowed Funds will be held by the Escrow Agent for work described in the *Job Standards and Specifications* attached as Exhibit A to the *Construction Contract* of near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor, and the Escrow Agent (the “Work”). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

**5. AUTHORIZATION**

Escrow Agent is authorized and directed to disburse the Escrowed Funds in accordance with this Agreement. **Provided however, if Applicant and Escrow Agent do not receive financing to cover the cost of Contractor’s price, this Agreement is null and void.**

**6. 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 Applicant. The Escrow Agent shall not make any disbursements until the Contractor has provided the Escrow Agent and Applicant 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 Applicant, (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.

**7. 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 MaineHousing, Escrow Agent, the Contractor, and the Applicant. 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.

**8. DISPUTE RESOLUTION**

The Contractor and the Applicant 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 Applicant and the Contractor. The Home Repair Program 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 Applicant 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 Applicant cannot come to a resolution of the matter, then the issue shall be resolved in accordance with the dispute resolution choice agreed upon in the Construction Contract. The Escrow Agent is responsible for arranging the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract. The Escrow Agent will keep MaineHousing updated on the progress of the dispute resolution.

The Applicant and Contractor shall be responsible for splitting the cost of the dispute resolution choice agreed upon in the Construction Contract. The parties will each pay their own attorneys' fees and other costs.

**9. 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.

**10. REMAINING PROCEEDS**

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

**11. BREACH OF TERMS**

The Owner understands that the labor and materials outlined in the Job Standards and Specifications in the Construction Contract and this Agreement will be provided to the Owner at no cost. The Owner further understands that if the Owner fails to comply with the terms of the Construction Contract or this Agreement or refuses to allow the contractor to complete the work outlined in the Job Standards and Specifications, the Owner will be in breach of the terms and may be required to repay the Escrowed Funds in an amount equal to the cost of the HARP improvements. If a breach occurs, Notice will be provided to the Owner by CAA or MaineHousing and Owner will be required to repay amounts owed within sixty (60) days of receipt of the Notice.

**12. 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 (Owner)**

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
Co-Applicant Signature Date

**Contractor**

\_\_\_\_\_  
Contractor Representative Signature Date

\_\_\_\_\_  
Contractor Representative Name

**Escrow Agent**

\_\_\_\_\_  
Signature of Escrow Agent Representative Date

\_\_\_\_\_  
Escrow Agent Representative Name

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**LEAD-PAINT HAZARD DISCLOSURE AND PRESUMPTION NOTICE**

<b>Agency (CAA):</b> _____	<b>CAA Technician Name:</b> _____
<b>CAA Address:</b> _____ <small>(Street, City, State, Zip)</small>	<b>CAA Technician Phone:</b> _____
	<b>CAA Technician Email:</b> _____
<b>Applicant Name:</b> _____	<b>Co-Applicant Name:</b> _____
<b>Property:</b> _____ <small>(Street, City, State, Zip)</small>	
<b>Contractor:</b> _____	<b>Contractor Address:</b> _____ <small>(Street, City, State, Zip)</small>
<b>Contract Amount:</b> _____	<b>Contract Date:</b> _____

**Applicant/Owner Disclosure**

*Completed by the Applicant*

Complete both items A & B below and check appropriate box.

- (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
Known lead-based paint and/or lead paint hazards are present in this dwelling (explain below).  
Owner has no knowledge of lead-based paint and/or lead paint hazards in this dwelling.

- (B) Records and reports available to the owner (check one below)  
Owner has provided the CAA Lender with all available records and reports pertaining to lead-based paint and/or lead paint hazards in this dwelling (list these documents below).  
Owner has no reports or records pertaining to lead-based paint and/or lead hazards in this Dwelling

I certify, to the best of my knowledge, that the information provided is true and accurate.

_____	_____	_____	_____
Applicant/Owner Signature	Date	Co-Applicant/Co-Owner Signature	Date

**Presumption Notice to Owner**

*Completed by the Rehab Tech*

In lieu of performing a lead based paint inspection and risk assessment in pre-1978 homes, the U.S. Department of Housing and Urban Development (HUD) requires the person performing your Property inspection to presume that all painted interior and exterior surfaces contain lead. Any interior room containing more than two square feet of chipping or peeling paint is presumed to be a lead paint hazard. Building components such as windows with more that 10 percent of surface area containing chipping or peeling paint is presumed to be a hazard. If there is more than 20 square feet of chipping and peeling paint on the exterior of your home or more than nine square feet of bare soil that contains paint chips, these too are presumed to be a lead based paint hazards.

All information related to lead-based paint generated from participation in the Program must be submitted to any future buyer of the property. This information includes a copy of the *Single Family Lead Hazard Presumption Notice*, the *Lead Inspection* report and the *Summary of Lead Paint Hazard Reduction Activity* report.

**Types of Presumption** (check all applicable)

Lead based paint is presumed to be present

Lead-based paint hazards are presumed to be present

A copy of the pamphlet "Renovate Right: Important Lead Hazard Information for Families, Childcare Providers, and Schools" has been provided to the homeowner.



**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
PRE-CONSTRUCTION CONFERENCE REPORT**

**Agency (CAA):** \_\_\_\_\_

**CAA Technician Name:** \_\_\_\_\_

**CAA Address:** \_\_\_\_\_  
(Street, City, State, Zip)

**CAA Technician Phone:** \_\_\_\_\_

**CAA Technician Email:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Co-Applicant Name:** \_\_\_\_\_

**Property:** \_\_\_\_\_  
(Street, City, State, Zip)

**Contractor:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

**Completed by the Applicant:**

I (We), the undersigned have, on this date, participated in a pre-construction conference prior to the signing of a *Construction Contract* for the rehabilitation of my (our) Property at the above referenced address.

I (We) acknowledge that I (we) understand the terms of the *Construction Contract*, the explanation of the work to be performed by the contractor, the roles of the CAA and the Rehab Tech, and our responsibilities during the construction phase. I (We) have been given adequate explanations to our questions, if any, and are aware that assistance will be provided by CAA staff as requested. I (We) further understand and acknowledge that the Home Accessibility and Repair Program assumes no responsibilities for the work performed and does not warrant any work performed.

**Applicable to pre-1978 homes only:** I (we) further certify that I (we) have been made aware of the dangers of lead based paint, and have received a copy of *Protect Your Family From Lead in Your Home* pamphlet. I (We) understand that all children under 6 years of age must be temporarily relocated until all work is complete and dust wipe clearances are achieved. I (We) have also received a copy of the *Single Family Lead Hazard Presumption Notice*.

\_\_\_\_\_  
Applicant/Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/Co-Owner Signature

\_\_\_\_\_  
Date

**Completed by the Contractor:**

Building Permit required:      Yes              No      If yes –copy must be placed in project file.

If No, explain how you know that a permit is not required:

Contact with local CEO Office              Other Please Explain: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the homeowner(s,) Rehab Tech, and myself. I understand the procedures to be followed for change orders and requests for payment and inspections. I understand and agree that the work performed must meet the standards required by the Home Repair Program and established by the job specifications.

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name (*printed*)

**Completed by the Agency:**

I, the undersigned, hereby certify that I participated in a pre-construction conference on this date.

\_\_\_\_\_  
CAA Technician Signature

\_\_\_\_\_  
Date

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**CONSTRUCTION CONTRACT**

Agency (CAA): \_\_\_\_\_ CAA Technician Name: \_\_\_\_\_  
CAA Address: \_\_\_\_\_ CAA Technician Phone: \_\_\_\_\_  
CAA Technician Email: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_ Co-Applicant Name: \_\_\_\_\_  
Property: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Construction Contract ("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 Accessibility and Repair Program ("Program") guarantees that this Contract satisfies all legal requirements.

**1. PARTIES TO THIS CONTRACT**

This Contract is between the above-named "Applicant" and "Contractor."

**2. LOCATION OF WORK**

Contingent upon receipt of funds, the Applicant intends to rehabilitate the above-named "Property."

**3. CONTRACT PRICE**

The Contract price as set forth in the Contractor's bid is \$ \_\_\_\_\_ all in accordance with the estimate, plans, and 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.**

**4. COMMENCEMENT AND COMPLETION DATES**

- a. Start Date: Contractor shall start work on or about \_\_\_\_\_.
- b. End Date: The Contractor shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to \_\_\_\_\_.
- c. It is further agreed that failure of the 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/her 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 Applicant approval until such time the Contract is terminated.
- d. 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 (MaineHousing). 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 Resolution of Disputes provision of Section 14 below.

**5. METHOD OF PAYMENT**

The above-named "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* between the Escrow Agent, the Contractor and Applicant of near or even date herewith. Contractor shall be compensated for services in accordance with said *Construction Escrow Agreement*.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold Applicant, Escrow Agent, and MaineHousing 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 \$2,000,000 aggregate coverage and \$1,000,000 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.

## **11. RELEASE AND HOLD HARMLESS**

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 MaineHousing, the CAA, 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 Contract, the Contractor's performance of the Contract and/or Applicant's participation in the Program.

## **12. COOPERATION**

Applicant 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. Applicant 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 Applicant.

## **13. CHANGE ORDERS**

Any alteration or deviation from the contractual specifications presented in Exhibit A require a written *Change Order* approved and signed by the Escrow Agent, the Contractor and the Applicant prior to Contractor performing any additional work.

## **14. 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: **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.



**18. JOB SPECIFICATIONS CERTIFICATION**

The attached *Job Standards and Specifications* pertain to the *Construction Contract* between the following Applicant(s) and the Contractor:

**CONTRACTOR:**

The undersigned Contractor certifies that he/she has performed an on-site pre bid walk-thru and has reviewed and agrees to perform the work described in the attached *Job Standards and Specifications* (Appendix A to the *Construction Contract*). ANY and ALL changes to these specifications, regardless of any cost, must be by a written *Change Order* and pre-approved by MaineHousing.

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name (*printed*)

**APPLICANT:**

The undersigned Applicant(s) certifies that he/she has participated in the development of the attached *Job Standards and Specifications* (Appendix A to the *Construction Contract*). After careful review, the Applicant(s) understand and accept the work described. Only the work listed in the attached *Job Standards and Specifications* 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.

**Signed by all owners of the property:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

**19. AUTHORIZED SIGNATURES**

**Applicant**

**Signed by all owners of the property:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name

**Escrow Agent**

\_\_\_\_\_  
Signature of Escrow Agent Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Escrow Agent 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!**

Home contractors are not licensed or regulated by the State of Maine. The old saying “Buyer Beware” applies. 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. Although home construction contractors are not licensed, some building trades are licensed. Plumbers, electricians, oil burner technicians, and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to <http://www.maine.gov/pfr/>

## **Always Check Contractors References**

The Attorney General receives more complaints about home contractors than about almost any other business. We ***strongly*** recommend that you ask any contractor you are considering hiring for several references and that you follow up on them. It is also a good idea to check with your local building supply companies or real estate brokers. They will know the dependable contractors in your area.

## **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 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](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**

For a listing of home contractors the Attorney General’s Consumer Mediation Service has received complaints against, go to: <http://www.maine.gov/ag/consumer/complaints/index.shtml>

You can also call the Attorney General’s Consumer Protection Division at 1-800-436-2131. The Better Business Bureau also provides information on companies. Go to [www.bosbbb.org](http://www.bosbbb.org) or call (207) 878-2715.

## **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. Jeffrey C. Scott, d/b/a Molunkus Stream Construction; 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. Bob Burns d/b/a Better Homes; 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.* The Androscoggin County District Attorney has obtained a theft conviction against home contractor *Harold Soper. State of Maine v. Harold Soper.* **Even when our lawsuits 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. Go to [http://www.maine.gov/ag/consumer/law\\_guide\\_article.shtml?id=27938](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27938)

**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**

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**CONSTRUCTION ESCROW AGREEMENT**

Agency (CAA): _____ CAA Address: _____ Applicant Name: _____ Property: _____ Contractor: _____ Contract Amount: _____	CAA Technician Name: _____ CAA Technician Phone: _____ CAA Technician Email: _____ Co-Applicant Name: _____ Contractor Address: _____ Contract Date: _____
--	---

**1. PARTIES TO THIS AGREEMENT**

This Agreement is between the above-named Applicant, Contractor and Escrow Agent.

**2. AGREEMENT DATE AND AMOUNT**

This Agreement is entered into on \_\_\_\_\_ in conjunction with the following funds (“Escrowed Funds”):

Home Accessibility and Repair Program Grants	
Home Repair	\$
Older Adult Home Repair	\$
Emergency Home Repair	\$
Emergency Manufactured Home Repair	\$
Accessibility	\$
<b>GRANT AWARD</b>	<b>\$</b>
Other Funding Contribution	\$
<b>PROJECT TOTAL</b>	<b>\$</b>

**3. DEPOSIT**

The Applicant has deposited \$\_\_\_\_\_ (the “Escrowed Funds”) with the Escrow Agent for work described in *Appendix A* to a *Construction Contract* for near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor and the Escrow Agent (the “Work”). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

**4. USE OF FUNDS**

The Escrowed Funds will be held by the Escrow Agent for work described in the *Job Standards and Specifications* attached as Exhibit A to the *Construction Contract* of near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor, and the Escrow Agent (the “Work”). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

**5. AUTHORIZATION**

Escrow Agent is authorized and directed to disburse the Escrowed Funds in accordance with this Agreement. **Provided however, if Applicant and Escrow Agent do not receive financing to cover the cost of Contractor’s price, this Agreement is null and void.**

**6. 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 Applicant. The Escrow Agent shall not make any disbursements until the Contractor has provided the Escrow Agent and Applicant 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 Applicant, (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.

**7. 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 MaineHousing, Escrow Agent, the Contractor, and the Applicant. 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.

**8. DISPUTE RESOLUTION**

The Contractor and the Applicant 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 Applicant and the Contractor. The Home Repair Program 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 Applicant 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 Applicant cannot come to a resolution of the matter, then the issue shall be resolved in accordance with the dispute resolution choice agreed upon in the *Construction Contract*. The Escrow Agent is responsible for arranging the dispute resolution in accordance with the choice the parties agreed upon in the *Construction Contract*. The Escrow Agent will keep MaineHousing updated on the progress of the dispute resolution.

The Applicant and Contractor shall be responsible for splitting the cost of the dispute resolution choice agreed upon in the *Construction Contract*. The parties will each pay their own attorneys' fees and other costs.

**9. 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.

**10. REMAINING PROCEEDS**

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

**11. BREACH OF TERMS**

The Owner understands that the labor and materials outlined in the Job Standards and Specifications in the *Construction Contract* and this Agreement will be provided to the Owner at no cost. The Owner further understands that if the Owner fails to comply with the terms of the *Construction Contract* or this Agreement or refuses to allow the contractor to complete the work outlined in the Job Standards and Specifications, the Owner will be in breach of the terms and may be required to repay the Escrowed Funds in an amount equal to the cost of the HARP improvements. If a breach occurs, Notice will be provided to the Owner by CAA or MaineHousing and Owner will be required to repay amounts owed within sixty (60) days of receipt of the Notice.

**12. 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 (Owner)**

\_\_\_\_\_  
Applicant Signature Date  
\_\_\_\_\_  
Co-Applicant Signature Date

**Contractor**

\_\_\_\_\_  
Contractor Representative Signature Date  
\_\_\_\_\_  
Contractor Representative Name

**Escrow Agent**

\_\_\_\_\_  
Signature of Escrow Agent Representative Date  
\_\_\_\_\_  
Escrow Agent Representative Name

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**LEAD-PAINT HAZARD DISCLOSURE AND PRESUMPTION NOTICE**

<b>Agency (CAA):</b> _____	<b>CAA Technician Name:</b> _____
<b>CAA Address:</b> _____ <small>(Street, City, State, Zip)</small>	<b>CAA Technician Phone:</b> _____
<b>Applicant Name:</b> _____	<b>CAA Technician Email:</b> _____
<b>Property:</b> _____ <small>(Street, City, State, Zip)</small>	<b>Co-Applicant Name:</b> _____
<b>Contractor:</b> _____	<b>Contractor Address:</b> _____ <small>(Street, City, State, Zip)</small>
<b>Contract Amount:</b> _____	<b>Contract Date:</b> _____

**Applicant/Owner Disclosure**

*Completed by the Applicant*

Complete both items A & B below and check appropriate box.

- (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
Known lead-based paint and/or lead paint hazards are present in this dwelling (explain below).  
Owner has no knowledge of lead-based paint and/or lead paint hazards in this dwelling.

- (B) Records and reports available to the owner (check one below)  
Owner has provided the CAA Lender with all available records and reports pertaining to lead-based paint and/or lead paint hazards in this dwelling (list these documents below).  
Owner has no reports or records pertaining to lead-based paint and/or lead hazards in this Dwelling

I certify, to the best of my knowledge, that the information provided is true and accurate.

_____	_____	_____	_____
Applicant/Owner Signature	Date	Co-Applicant/Co-Owner Signature	Date

**Presumption Notice to Owner**

*Completed by the Rehab Tech*

In lieu of performing a lead based paint inspection and risk assessment in pre-1978 homes, the U.S. Department of Housing and Urban Development (HUD) requires the person performing your Property inspection to presume that all painted interior and exterior surfaces contain lead. Any interior room containing more than two square feet of chipping or peeling paint is presumed to be a lead paint hazard. Building components such as windows with more that 10 percent of surface area containing chipping or peeling paint is presumed to be a hazard. If there is more than 20 square feet of chipping and peeling paint on the exterior of your home or more than nine square feet of bare soil that contains paint chips, these too are presumed to be a lead based paint hazards.

All information related to lead-based paint generated from participation in the Program must be submitted to any future buyer of the property. This information includes a copy of the *Single Family Lead Hazard Presumption Notice*, the *Lead Inspection* report and the *Summary of Lead Paint Hazard Reduction Activity* report.

**Types of Presumption** (check all applicable)

Lead based paint is presumed to be present

Lead-based paint hazards are presumed to be present

A copy of the pamphlet "Renovate Right: Important Lead Hazard Information for Families, Childcare Providers, and Schools" has been provided to the homeowner.



**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
 BID TABULATION SHEET**

**Agency (CAA):** \_\_\_\_\_  
**CAA Address:** \_\_\_\_\_  
 (Street, City, State, Zip)

**Applicant Name:** \_\_\_\_\_  
**Property:** \_\_\_\_\_  
 (Street, City, State, Zip)

**CAA Technician Name:** \_\_\_\_\_  
**CAA Technician Phone:** \_\_\_\_\_  
**CAA Technician Email:** \_\_\_\_\_  
**Co-Applicant Name:** \_\_\_\_\_

<b>BID 1</b>		
<b>Contractor Name</b>		Not on Debarment List
<b>Date Bid Submitted</b>		Current Insurance Certificates
<b>Bid Amount</b>	\$	Available / Can meet project timeline
<b>Comments:</b>		

<b>BID 2</b>		
<b>Contractor Name</b>		Not on Debarment List
<b>Date Bid Submitted</b>		Current Insurance Certificates
<b>Bid Amount</b>	\$	Available / Can meet project timeline
<b>Comments:</b>		

<b>BID 3</b>		
<b>Contractor Name</b>		Not on Debarment List
<b>Date Bid Submitted</b>		Current Insurance Certificates
<b>Bid Amount</b>	\$	Available / Can meet project timeline
<b>Comments:</b>		

**AWARDED TO:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_  
 CAA Representative Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 CAA Representative Name

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**REFUSAL TO BID**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_  
(Street, City, State, Zip)

CAA Technician Phone: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Property: \_\_\_\_\_  
(Street, City, State, Zip)

I certify by my signature below, I was offered the same chance to bid, but refuse and/or withdraw my rights to bid on the project at the above-referenced Property.

**Reason of Refusal:**

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name





<b>2.6</b>	<b>Bedrooms</b>		
	Maneuvering	Yes	No
	Reachable shelving, clothes rods	Yes	No
<b>2.7</b>	<b>Bathroom</b>		
	Maneuvering	Yes	No
	Toilet	Yes	No
	Lavatory	Yes	No
	Bathtub	Yes	No
	Shower	Yes	No
	Reachable storage	Yes	No
<b>2.8</b>	<b>Other</b>		

\_\_\_\_\_  
CAA Technician Signature

\_\_\_\_\_  
Date

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)

**PROPERTY INSPECTION FORM**

**WARM, SAFE & DRY STANDARDS**

<b>Agency (CAA):</b> _____ <b>CAA Address:</b> _____ <span style="margin-left: 150px;">(Street, City State, Zip)</span> <b>Applicant Name:</b> _____ <b>Property Address:</b> _____ <span style="margin-left: 150px;">(Street, City State, Zip)</span>	<b>CAA Technician Name:</b> _____ <b>CAA Technician Phone:</b> _____ <b>CAA Technician Email:</b> _____ <b>Co-Applicant Name:</b> _____ <b>Inspection Date:</b> _____
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**Part 1 – Building Exterior**

Item	Task	Pass	Fail	N/A	Description of Repairs/ Comments
1.1	<b>Condition of Foundation</b> Foundation sound and free from hazards				
1.2	<b>Stairs, Railings, and Porches</b> Meet building code and is free from hazards				
1.3	<b>Roof, Vent pipes, and Gutters</b> Roof in good condition, Gutters have downspouts and directed away from foundation. Vent pipes higher than average snowfall in area				
1.4	<b>Exterior Covering (Siding)</b> Exterior covering in good condition				
1.5	<b>Chimney</b> In good condition and has a Cap				
1.6	<b>Manufactured Homes : Tie Downs</b> Is the Unit properly placed and tied down?				
1.7	<b>Electrical Service Entrance</b> In good condition and free of hazards				
1.8	<b>Outlets and Lights</b> Outlets are GFCI with exterior cover Lights have cover and in good condition				
1.9	<b>Entrance Door</b> In good condition, no air leaks and able to secure				
1.10	<b>Patio or Sliding Door</b> In good condition, no air leaks and able to secure				
1.11	<b>Ventilation</b> Adequate Ventilation in Soffit, Gable End and Ridge Cap				
1.12	<b>Grading Around Structure</b> Is the grading around the home directing water away from structure?				
1.13	<b>Lead Paint Hazards (Pre 1978 Homes)</b> All paint surface free of deteriorated paint				

## Part 2 – Kitchen

Item	Task	Pass	Fail	N/A	Description of Repairs/Comments
2.1	<b>Kitchen Area Present</b> Is there a kitchen?				
2.2	<b>Electricity</b> There is at least one working outlet with no cracks and one working permanently installed light fixture with switch				
2.3	<b>Electrical Hazards</b> The kitchen is free of electrical hazards				
2.4	<b>Security</b> All windows and doors accessible from outside are lockable				
2.5	<b>Window Condition</b> All windows free of signs of deterioration or missing or broken out panes. Properly installed and sealed				
2.6	<b>Ceiling Condition</b> Ceiling is sound and free of hazardous defects				
2.7	<b>Wall &amp; Baseboard Condition</b> Walls in good condition, no holes				
2.8	<b>Floor Condition</b> The floor is sound, level, no trip hazards				
2.9	<b>Stove or Range with Oven</b> Stove and all top burners operating				
2.10	<b>Refrigerator</b> In good condition and keeping temperature of 40 degrees Fahrenheit or below				
2.11	<b>Sink</b> There is a kitchen sink that works with hot and cold running water				
2.12	<b>Space for Food Storage</b> There is a space to store food				
2.13	<b>Lead – Based Paint (Pre 1978 Homes)</b> All paint surfaces are in good condition				

## Part 3 – Living Room

Item	Section/Item	Pass	Fail	N/A	Description of Repairs/Comments
3.1	<b>Living Room Present</b> Is there a living room?				
3.2	<b>Electricity</b> There is at least one working outlet with no cracks and one working permanently installed light fixture with switch				
3.3	<b>Electrical Hazards</b> The living room is free of electrical hazards				
3.4	<b>Security</b> All windows and doors that are accessible from outside lockable				
3.5	<b>Window Condition</b> All windows free of signs of deterioration or missing or broken out panes. Properly installed and sealed				
3.6	<b>Ceiling Condition</b> Ceiling is sound and free of hazardous defects				
3.7	<b>Wall &amp; Baseboard Condition</b> Walls in good condition no holes				
3.8	<b>Floor Condition</b> The floor sound and no trip hazards				
3.9	<b>Lead – Based Paint (Pre 1978 Homes)</b> All paint surfaces are in good condition				



## Part 6 – Hallway, Stairs or Common Areas

*For additional areas please print extra copies.*

Item	Task	Pass	Fail	N/A	Description of Repairs/ Comments
6.1	<b>Electricity</b> There is at least one working outlet with no cracks and one working permanently installed light fixture with switch				
6.2	<b>Electrical Hazards</b> The area free of electrical hazards				
6.3	<b>Security</b> All windows and doors that are accessible from outside are lockable				
6.4	<b>Window Condition</b> All windows free of signs of deterioration or missing or broken out panes. Properly installed and sealed				
6.5	<b>Ceiling Condition</b> Ceiling is sound and free of hazardous defects				
6.6	<b>Wall &amp; Baseboard Condition</b> Walls are in good condition with no holes				
6.7	<b>Floor Condition</b> The floor is sound with no trip hazards				
6.8	<b>Interior Stairs</b> Stair treads in good condition with handrails				
6.9	<b>Smoke Detectors</b> There is a working smoke detector on each floor, by all bedrooms, including the basement				
6.10	<b>CO2 Detectors</b> There is a working CO2 detector on each floor, by all bedrooms, including the basement				
6.11	<b>Lead – Based Paint (Pre 1978 Homes)</b> All paint surfaces are in good condition				

## Part 7 – Basement or Mechanical Room

Item	Task	Pass	Fail	N/A	Description of Repairs/ Comments
7.1	<b>Electricity</b> There is at least one working outlet with no cracks and one working permanently installed light fixture with switch				
7.2	<b>Electrical Hazards</b> The area is free of electrical hazards				
7.3	<b>Electrical Panel</b> All breakers are labeled				
7.4	<b>Security</b> All windows and doors that are accessible from outside are lockable				
7.5	<b>Window Condition</b> All windows free of signs of deterioration or missing or broken out panes. Properly installed and sealed				
7.6	<b>Ceiling Condition</b> The ceiling is sound and free of hazardous defects				
7.7	<b>Wall and Baseboard Condition</b> Walls are in good condition with no holes				
7.8	<b>Floor Condition</b> The floor is sound with no trip hazards				
7.9	<b>Weatherization for Basement</b> The box sill is insulated, dry and support post in good condition				
7.10	<b>Lead – Based Paint (Pre 1978 Homes)</b> All paint surfaces are in good condition				

## Part 8 – Heating and Plumbing

Item	Task	Pass	Fail	N/A	Description of Repairs/ Comments
8.1	<b>Heating Unit (Furnace, Boiler or Heat pumps)</b> In good condition and operational				
8.2	<b>Water Supply</b> Is the home served by a public water system or private well?				
8.3	<b>Water Heater</b> In good condition, installed correctly, and wired on a separate breaker				
8.4	<b>Septic System</b> Working properly, no clogged drains, traps installed in kitchen, bath sink and shower.				
8.5	<b>Well Pump and Tank</b> Provides enough pressure and in good working order				

## Part 9 – Attic

9.1	<b>Attic Insulation</b> Appropriate amount of insulation exists, no visible joists				
9.2	<b>Attic Door/Hatch</b> Insulation present around the attic door/hatch				
9.3	<b>Attic Ventilation</b> Free of moisture and/or rot				

**Referred to CAA Weatherization Department for a complete Energy Audit.**

## Notes

**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
PHASE 1 DOCUMENT CHECKLIST**

**Grants \$15,000.01 or Greater** (pre-approval required)

**Grant \$15,000.00 or Less** (pre-approval not required)

Submit the documents identified as "Copy to MH" on this *Phase 1 Document Checklist* to MaineHousing via ShareFile for approval and/or payment. The CAA must sign and date this form to verify that each document listed on this *Document Checklist* as verification that original document is retained in the CAA's project file.

**Agency (CAA):** \_\_\_\_\_

**CAA Representative Name:** \_\_\_\_\_

**CAA Address** \_\_\_\_\_

**CAA Representative Phone:** \_\_\_\_\_

(Street, City, State, Zip)

**CAA Representative Email:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Co-Applicant Name:** \_\_\_\_\_

**Property:** (Street, City, State, Zip) \_\_\_\_\_

**Date File Submitted to MH:** \_\_\_\_\_

**Grant Type:**  Home Repair

Older Adult Home Repair

Emergency Home Repair

Emergency Manufactured Home Repair

Accessibility

**Documents Required to Submit to MH  
for Grants \$15,000.00 or Less**

**Documents Required to Submit to MH  
for Grants \$15,000.01 or More**

FILE SECTION 1 (Applicant, Property Documents)	Documents Required to Submit to MH for Grants \$15,000.00 or Less	Documents Required to Submit to MH for Grants \$15,000.01 or More
HARP Application		
Proof of Income/Assets Wages      Benefit Letter      Bank Statements Tax Documents      Other		
Zero Income Worksheet (if applicable)		
Proof of Ownership/Occupancy Tax Bill/Report      Property Deed      Bill of Sale Lot Lease Utility Bill      Life Lease      Divorce Decree Death Certificate      Previous Liens/Encumbrances      ID		
Grant Agreement		
Notice of Preliminary Approval		
Declaration of Covenants and Restrictions (signed) (projects at or over \$18k only)		
FILE SECTION 2 (Invoices, Checklists, Waivers)		
Project Summary Sheet		
Phase 1 Invoice		
Waiver (if applicable)		
Phase 1 Document Checklist		
FILE SECTION 3 (Contractor Documents)		
Construction Escrow Contract		
Construction Contract		
Job Standards and Specifications (Scope of Work) (Appendix A to Construction Contract)		
Septic System Design		
Change Orders (if applicable)		
FILE SECTION 4 (Estimates, Bids, Reports, Designs)		
Bid Tabulation Sheet (with supporting bids)		
Property Inspection Form (WSD Standards)		
Home Accessibility Interview Form (if applicable)		
FILE SECTION 5 (Other Compliance)		
Lead Paint Hazard Disclosure and Presumption Notice (if applicable)		
Water Contaminant Test Chain of Custody (if applicable)		
FILE SECTION 6 (Photos, Correspondence, Misc.)		
Digital Color Photographs (multiple of interior and exterior)		
Correspondence		

\_\_\_\_\_  
CAA Representative Signature

\_\_\_\_\_  
Date