

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND NINETEENTH LEGISLATURE

FIRST REGULAR SESSION
December 2, 1998 to June 19, 1999

THE GENERAL EFFECTIVE DATE FOR
FIRST REGULAR SESSION
NON-EMERGENCY LAWS IS
SEPTEMBER 18, 1999

PUBLISHED BY THE REVISOR OF STATUTES
IN ACCORDANCE WITH MAINE REVISED STATUTES ANNOTATED,
TITLE 3, SECTION 163-A, SUBSECTION 4.

J.S. McCarthy Company
Augusta, Maine
1999

the property pursuant to a lease with an option to purchase.

2. Terminate contract. If the property disclosure statement is delivered to the purchaser after the purchaser makes an offer, the purchaser may terminate any resulting real estate contract or withdraw the offer no later than 72 hours after receipt of the property disclosure statement.

3. Withdrawal without penalty. If the purchaser terminates a real estate contract or withdraws an offer in compliance with this section, the termination or withdrawal of offer is without penalty to the purchaser and any deposit must be promptly returned to the purchaser.

4. Rights waived. Any rights of the purchaser to terminate the real estate contract provided by this section are waived conclusively if not exercised prior to settlement or occupancy, whichever is earlier, by the purchaser in the case of a sale or exchange, or prior to settlement in the case of a purchase pursuant to a lease with option to purchase. Any rights of the purchaser to terminate the real estate contract for reasons other than those set forth in this section are not affected by this section.

5. Invalidated. A transfer subject to this subchapter is not invalidated solely because of the failure of any person to comply with this subchapter.

§175. Change in circumstances

1. Inaccurate information. If information disclosed in accordance with this subchapter becomes inaccurate as a result of any action, occurrence or agreement after the delivery of the property disclosure statement, the resulting inaccuracy does not constitute a violation of this subchapter.

2. Supplemental disclosure. If prior to settlement or occupancy a seller has actual knowledge of an error, inaccuracy or omission in the disclosure after delivery of the property disclosure statement to purchaser, the seller shall supplement the property disclosure statement with a written supplemental disclosure.

§176. Rights and duties of seller and purchaser

1. Seller's rights and duties. A property disclosure statement and any supplement to a property disclosure statement are not a warranty by the seller. The information in the disclosure statement is for disclosure only and is not intended to be a part of any contract between the purchaser and the seller.

If, at the time the disclosures are required to be made, an item of information required to be disclosed under this subchapter is unknown or unavailable to the

seller, the seller may comply with this subchapter by advising the purchaser of the fact that the information is unknown.

The information provided to the purchaser is based upon the best information available to the seller. The seller is not obligated under this subchapter to make any specific investigation or inquiry in an effort to complete the property disclosure statement.

2. Purchaser's rights and duties. The property disclosure statement and any supplement to the property disclosure statement may not be used as substitutes for any inspections or warranties that the purchaser or seller may obtain. Nothing in this subchapter precludes the obligation of a purchaser to inspect the physical condition of the property.

§177. Liability

A seller is not liable for any error, inaccuracy or omission of any information required to be delivered to the purchaser under this subchapter if:

1. Without actual knowledge. The error, inaccuracy or omission was not within the actual knowledge of the seller or was based on information provided by a public agency or by another person with a professional license or special knowledge who provided a written or oral report or opinion that the seller reasonably believed to be correct; and

2. Without negligence. The seller was not negligent in obtaining information from a 3rd party and transmitting that information to the purchaser.

§178. Effect on other statutes or common law

This subchapter is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation or deceit in the transaction.

§179. Effective date

This subchapter takes effect January 1, 2000.

See title page for effective date.

CHAPTER 477

H.P. 739 - L.D. 1029

An Act to Encourage Support of Passamaquoddy Tribal Government Through On-reservation Business Activities

**Be it enacted by the People of the State of
Maine as follows:**

Sec. 1. 36 MRSA §1815 is enacted to read:

§1815. Tax from sales occurring on Passamaquoddy reservation

1. Passamaquoddy Sales Tax Fund. The Passamaquoddy Sales Tax Fund, referred to in this section as the "fund," is established as a dedicated account to be administered by the Treasurer of State for the purpose of returning sales tax revenue to the Passamaquoddy Tribe pursuant to subsections 2 and 3.

2. Monthly transfer. By the 20th day of each month, the assessor shall notify the State Controller and the Treasurer of State of the amount of revenue attributable to the tax collected under this Part in the previous month on sales occurring on the Passamaquoddy reservation at either Pleasant Point or Indian Township reduced by the transfer to the Local Government Fund required by Title 30-A, section 5681. When notified by the assessor, the State Controller shall transfer that amount to the Passamaquoddy Sales Tax Fund.

3. Monthly payment. By the end of each month, the Treasurer of State shall make payments to the Passamaquoddy Tribe from the Passamaquoddy Sales Tax Fund equal to the amounts transferred into the fund.

Sec. 2. Allocation. The following funds are allocated from Other Special Revenue funds to carry out the purposes of this Act.

	1999-00	2000-01
TREASURER OF STATE, OFFICE OF THE		
Passamaquoddy Sales Tax Fund		
All Other	\$500	\$500
Provides allocations to authorize payments in the event that amounts are transferred to the Passamaquoddy Sales Tax Fund pursuant to the Maine Revised Statutes, Title 36, section 1815.		

See title page for effective date.

CHAPTER 478

H.P. 1333 - L.D. 1916

An Act Concerning the Regulation and Treatment of Time-shares

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 33 MRSA §592, sub-§7 is enacted to read:

7. Completion of construction; escrow requirement. Notwithstanding chapter 31, a developer of a time-share project may convey a time-share to a purchaser prior to the time-share unit containing the time-share being substantially completed, as long as the developer deposits all funds or other consideration received from or on behalf of the purchaser into an escrow account subject to an escrow agreement with an independent escrow agent.

A. The escrow agreement must provide that the funds or other consideration may be released only as provided in this paragraph.

(1) If the purchaser gives a valid notice of cancellation pursuant to this section or is otherwise entitled to cancel the sale, the funds or other consideration received from or on behalf of the purchaser must be returned to the purchaser.

(2) If the purchaser defaults in the performance of any obligation relating to the purchase or ownership of the time-share following the expiration of the cancellation period set out in subsection 1, the developer shall provide an affidavit to the escrow agent requesting release of the escrowed funds or other consideration and shall provide a copy of the affidavit to the purchaser who has defaulted. If, within 7 calendar days of mailing the affidavit, the developer has not received from the purchaser a written notice of a dispute between the purchaser and the developer or a claim to the escrowed funds or other consideration, the funds or other consideration received from or on behalf of the purchaser must be immediately released to the developer.

(3) If no cancellation or default has occurred, the escrow agent may release the funds or other consideration upon presentation of an affidavit by the developer that:

(a) The cancellation period has expired; and

(b) A certificate or statement of substantial completion has been executed by an engineer or architect or a certificate of occupancy has been issued by the municipal inspector of buildings for the time-share unit containing the time-share.