

MAINE STATE LEGISLATURE

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1 1. Names of parties. The name, address and phone
2 number of both the home construction contractor and
3 the homeowner or lessee;

4 2. Location. The location of the property upon
5 which the construction work is to be done;

6 3. Work dates. Both the estimated date of
7 commencement of work and the estimated date when the
8 work will be substantially completed;

9 4. Contract price. The total contract price,
10 including all costs to be incurred in the proper
11 performance of the work, or, if the work is priced
12 according to a "cost-plus" formula, the agreed-upon
13 price and an estimate of the cost of labor and
14 materials;

15 5. Payment. The method of payment, with the
16 initial down payment being limited to no more than 1/3
17 of the total contract price;

18 6. Description of the work. A general
19 description of the work and materials to be used;

20 7. Warranty. A warranty statement which reads:

21 "In addition to any additional warranties
22 agreed to by the parties, the contractor
23 warrants that the work will be free from
24 faulty materials; constructed according to
25 the standards of the building code applicable
26 for this location; constructed in a skillful
27 manner and fit for habitation. The warranty
28 rights and remedies set forth in the Maine
29 Uniform Commercial Code apply to this
30 contract;"

31 8. Resolution of disputes. A statement allowing
32 the parties the option to adopt one of 3 methods of
33 resolving contract disputes. At a minimum, this
34 statement must provide the following information:

1 "If a dispute arises concerning the
2 provisions of this contract or the
3 performance by the parties, then the parties
4 agree to settle this dispute by jointly
5 paying for one of the following (check only
6 one):

7 (1) Binding arbitration as regulated by
8 the Maine Uniform Arbitration Act, with
9 the parties agreeing to accept as final
10 the arbitrator's decision ();

11 (2) Nonbinding arbitration, with the
12 parties free to not accept the
13 arbitrator's decision and to seek
14 satisfaction through other means,
15 including a lawsuit (); or

16 (3) Mediation, with the parties
17 agreeing to enter into good faith
18 negotiations through a neutral mediator
19 in order to attempt to resolve their
20 differences ();

21 9. Change orders. A change order statement which
22 reads:

23 "Any alteration or deviation from the above
24 contractual specifications that involve extra
25 cost will be executed only upon the parties
26 entering into a written change order";

27 10. Door-to-door sales. If the contract is being
28 used for sales regulated by the consumer solicitation
29 sales law, Title 32, chapter 69, subchapter V or the
30 home solicitation sales law, Title 9-A, Part 5, a
31 description of the consumer's rights to avoid the
32 contract, as set forth in these laws; and

33 11. Residential insulation. If the construction
34 includes installation of insulation in an existing
35 residence, any disclosures required by chapter 219,
36 Insulation Contractors.

37 §1488. Change orders

1 home construction contract to build, remodel or repair
2 a residence or garage which totals more than \$1,400 in
3 materials and labor. It allows parties to exempt
4 themselves from the provision of this new draft by
5 mutual agreement. The new draft does not include the
6 provisions for a statewide building code which were
7 part of the original bill.

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