

**PURCHASE AND SALE AGREEMENT
BITTERSWEET BANKS HOUSE AND LOT**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between the Contractor and Buyer identified below in consideration of the mutual promises set forth herein pursuant to which CONTRACTOR agrees to construct and sell and BUYER agrees to buy the property specified below in accordance with these Basic Terms of Sale, the Additional Terms of Sale and Exhibits, all of which form a part of this Agreement:

1. Property to be Constructed and Sold: The construction of a house and related improvements to be built on Lot # ____ located in Bittersweet Banks Subdivision located on Howard Lane off Mitchell Hill Road in the Town of Scarborough, Maine (collectively the "Property") in accordance with the Plans consisting of sheets _____ dated _____, 200__ (the "Plans") and the Specifications attached hereto (the "Specifications") (collectively the "Work"). If there is a discrepancy between this Contract including the Specifications and the Plans, this Contract shall prevail. **IF WORK IS NOT SPECIFIED IN THIS CONTRACT, IN THE PLANS OR SPECIFICATIONS, THEN IT IS NOT INCLUDED.** The Property will be conveyed subject to the terms of state and local land use approvals including the recorded Subdivision Plan, the recorded Declaration of Covenants and DEP Restrictive Covenants and (iii) the Permitted Exceptions as set forth in the Additional Terms of Sale. Contractor reserves the right upon notice to Buyer to establish and make modifications, additions, or deletions in or to the Declaration and Subdivision Plan provided that the purchase price hereunder shall not be increased and a material physical modification of the layout or location of the Buyer's lot shall not occur.

2. Purchase Price: The agreed purchase price and payment terms are as follows:

\$ _____ Base Price;
\$ _____ Extras –if any (see Section 12 and Specifications);
\$ _____ **Total Purchase Price.**
(\$ _____) *Less:* Deposit paid upon signing, to be held and used by Contractor.
\$ _____ **Balance Due At Closing by certified or bank check or wire transfer.**

3. Dates: The Work is anticipated to start on or about _____, 200__ and the *estimated* date of substantial completion is on or about _____, 200__, subject to change due to delays caused by extraordinary events, including but not limited to, material and labor shortages, damaged or stolen materials, add-ons or changes from Buyer, failure to select allowance items in a timely manner, loss or damage from fire, flood, earthquake, and all other weather related events or acts of nature. Even if due to Contractor's alleged negligence or fault Buyer agrees that Contractor is not responsible for delays due to the foregoing circumstances, and that regardless of the source of delay, Contractor shall have no responsibility for interest rate increases if the construction time exceeds Buyer's mortgage lock in interest rate deadline.

4. Mortgage Financing Contingency, if applicable: _____% of the Total Purchase Price.
Contingency Date: _____ days from the Effective Date of this Agreement.

5. Brokers [] Yes, [] No
Name: _____
Address: _____
Tel. #: _____

6. Change Orders. Any alterations or deviations from the Plans and Specifications will be effective only with a written change order approved by both parties detailing all changes to the scope of the Work; however any change orders provided by Contractor to Buyer shall be deemed approved unless a written objection is received within 10 days of submission - at the option of Contractor if there is no change order signed by both parties,

Buyer's Initials _____

then the Specifications remain unchanged. Contractor may require an additional Deposit and/or extend the time to complete the Work.

7. Limited Warranty. A one (1) year limited warranty is included in this Contract for defects in the Work furnished by Contractor. Buyer must notify Contractor **in writing** within the warranty period. **IF YOU DO NOT NOTIFY THE CONTRACTOR IN WRITING OF DEFECTIVE WORK WITHIN THE EARLIER OF ONE (1) YEAR OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WHEN YOU FIRST OCCUPY YOUR NEW HOME, YOUR PROBLEM WILL NO LONGER BE COVERED BY THIS WARRANTY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.** This warranty is not transferable.

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.

This warranty **excludes**: normal movement of wood, shrinkage, expansion, warping, normal sheetrock stress cracks, natural characteristics of wood (including floors), paint smudges, chipping, the lawn and driveway; damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property; defects in items separately purchased or installed by you or anyone else except by us or our subcontractors at our direction. Contractor is not responsible for allergies, asthma, or other respiratory ailments affected by a newly constructed house. Contractor is not responsible for leaks due to snow covered roofs which are not shoveled, or Buyer's failure to maintain adequate heat.

The Contractor's warranties do not cover normal maintenance, or conditions resulting from accidents, wear and tear, misuse or negligence of Buyer or other persons.

Contractor will assign and pass on to Buyer, to the extent assignable, the manufacturers' warranties on all appliances, consumer products and equipment. Contractor provides no express warranty on appliances, consumer products or other similar equipment included in the Project.

Buyer shall supply Contractor with a proposed punch list two (2) days prior to Closing. Contractor will do walk-through with Buyer immediately prior to closing to create a mutually agreed upon punch list. Buyer shall sign off as punch list items are completed.

During the first THIRTY (30) days after closing, Contractor expressly warrants that it will adjust or correct minor defects, omissions or malfunctions, such as missing equipment or hardware, sticking doors and drawers, and windows and other minor malfunctions reported to us in writing within the thirty (30) day period. Contractor will then return at the end of the 1 year warranty period to complete a final agreed upon punch list. Buyer will be asked to sign off as Work is completed. Year- end punch lists are required within 14 days after the end of the one year warranty period. If you make a claim under this limited warranty or under any warranty required by law, at its option the Contractor may repair or replace the affected item or component at no cost to you or Contractor may pay you a sum of money equal to the estimated cost of repair or replacement. Replacement items or components will be comparable but not necessarily identical to the items replaced. Contractor will correct the defect in such manner as to reasonably restore the item to the condition which would have existed had the defect not been present or forward payment for such costs.

CONTRACTOR SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE BUILDING, OTHER

COMPONENTS OR ANY OTHER REAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. [note - this language is required by federal law.]

8. Receipt of Documents: Prior to signing this Agreement, Buyer(s) hereby acknowledge(s) having received and reviewed the Declaration and Subdivision Plan and accompanying documents, the Maine DEP Approvals, this Agreement, the Additional Terms of Sale and the Exhibits that form this Agreement, and agree(s) that a binding contract will arise when this agreement is signed by the parties.

9. Contingencies. The Buyer is encouraged to seek information from independent professionals regarding any specific issue of concern. This Agreement is subject to the following inspection(s), with results being reasonably satisfactory to the Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO CONTRACTOR
a. Covenant Legal Review	___	___	within ___ days
b. Other _____	___	___	within ___ days

* Note: Cutting of vegetation and filling on the Lot is restricted as set forth in the Declaration and Approvals.

Any review or inspections will be done by qualified advisor chosen and paid for by the Buyer. The results of each review and inspection will be reported to the Contractor in writing within the number of days from the Effective Date specified above. If the result of any review or inspection is unsatisfactory to the Buyer, Buyer may at its option, by notifying the Contractor in writing within the specified number of days, declare this Agreement null and void and the Deposit then shall be returned to the Buyer. In the event that the Buyer does not notify the Contractor in writing that an inspection is unsatisfactory within the time period stated, that contingency shall be deemed to have been waived by the Buyer. It is understood that in the absence of the inspection(s) listed above, the Buyer is relying completely upon its own opinion as to the condition of the Lot. Until the contingencies are waived, Contractor may continue to market the Lot subject to this Agreement.

10. Resolution of Disputes. If a dispute arises concerning this contract or the performance of the parties, then the parties agree to settle the dispute by jointly paying for the following:

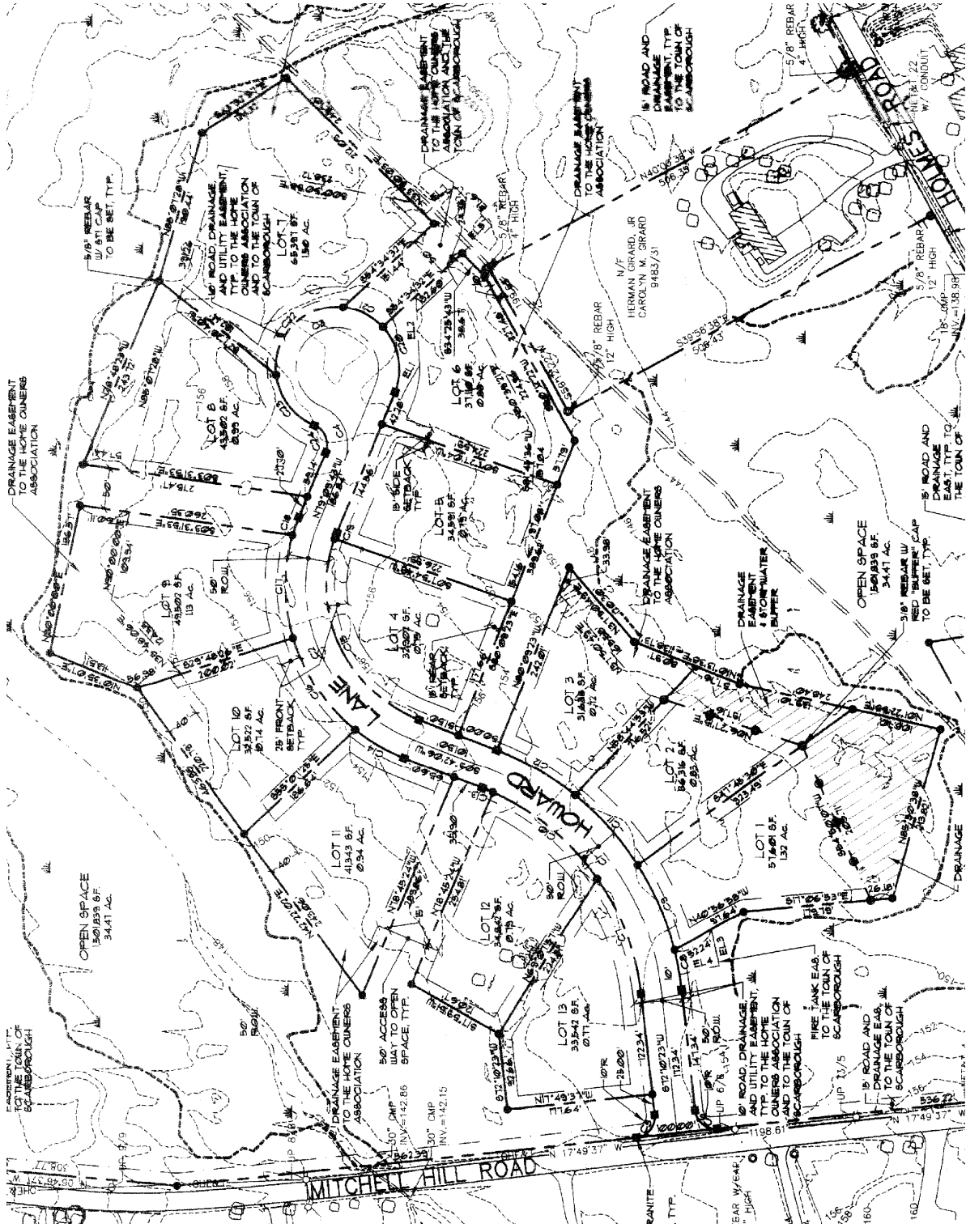
- Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with parties agreeing to accept as final the arbitrator’s decision;
- Non-Binding Arbitration, with the parties free to not accept arbitrator’s decision and to seek satisfaction through other means, including a lawsuit; or
- Mediation, with parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

The foregoing provisions shall not be deemed a waiver or deferral of any rights of either party to take legal action, unless binding arbitration is selected.

12. Other: [Also see attached Additional Terms of Sale and Exhibits]. _____

EXHIBIT A

EXCEPT of BITTERSWEET BANKS SUBDIVISION PLAN (PB 207, PAGE 283)



Buyer's Initials _____

BITTERSWEET BANKS
ADDITIONAL TERMS OF SALE

In consideration of the mutual promises herein expressed, Contractor and Buyer further agree as follows:

1. Description of Property. Contractor agrees to sell and Buyer agrees to purchase, for the price and upon and subject to the terms and conditions set forth in this Agreement, the Property designated in the Basic Terms of Sale located in Bittersweet Banks Subdivision (the "Subdivision") in the Town of Scarborough, Cumberland County, Maine, subject to the recorded Subdivision Plan as recorded in Plan Book 207, Page 285 of the Cumberland County Registry of Deeds, an excerpt of which is depicted in Exhibit A, the Declaration of Covenants recorded in Book 25703, Page 278 and the Declaration of Restrictions recorded in Book 25703, Page 278 (the "Declaration") and as set forth in the Subdivision Plan recorded in Plan Book 207, Page 785 and the governmental Approvals (collectively the "Lot").

2. Financing Commitment. If the Basic Terms include a Financing Contingency, then Buyer is required to actively seek and accept such financing and shall make a loan application within five (5) days of the Date of this Agreement. Buyer must supply a signed and accepted commitment letter without contingencies from a mortgage lender within the designated number of days after the date of this Agreement. Buyer's failure to deliver such a commitment or a notice of termination shall constitute a default by Buyer under this Agreement; in such event Contractor reserves the right to proceed to require Buyer to close under this Agreement, and/or to publicly market and sell the Lot to a replacement buyer at its discretion. If there are any delays in closing due to Buyer or Buyer's lender, any added financing and other cost incurred by Contractor will be added to the Purchase Price.

3. Closing Date. Contractor shall deliver the Deed to Buyer at the office of the Contractor, or at such other place as may be agreed to by Contractor and Buyer, at a time to be designated by Contractor, with at least five (5) days prior written notice to Buyer, on the date set forth above in the Basic Terms of Sale (the "Closing" or the "Closing Date"), at which time the balance of the Purchase Price shall be paid in full. **TIME IS OF THE ESSENCE.**

4. Payment of Total Purchase Price and Closing Adjustments. The Total Purchase Price is payable as set forth in the Basic Terms of Sale. The balance of the Total Buyer Price and unpaid change orders shall be paid in cash, by wire transfer or by certified or cashier's check payable to Contractor at Closing as hereinafter defined, subject to adjustment as set forth herein.

Taxes for the then current taxing period assessed against the Lot shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price on the Closing Date. For the tax year beginning July 1, 2008, per Maine statute, real estate taxes will be assessed and billed directly by the Town of Scarborough. Until then, the Town has assessed and taxed the Subdivision property as a whole; the Contractor may either (i) collect at closing or (ii) subsequently bill Buyers for their proportionate share of taxes assessed against the Subdivision as a whole through June 30, 2008, until the Lot is separately assessed and taxed.

Fuel shall be charged to Buyer as of closing date. Fuel will be priced on a cash retail basis by Seller's fuel supplier, based on a 275 gallon tank.

Buyer shall pay recording costs for the Deed and one half of the Maine real estate transfer tax. Contractor shall obtain and pay the recording fees for partial releases from the existing mortgages granted by Contractor.

5. Deposit. Upon execution of this Agreement, the Deposit together with any reservation deposit shall be placed held by Contractor and may be used by Contractor. Upon default hereunder or upon any termination of this Agreement, the deposits shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement.

6. Deed. Upon full payment of the Total Purchase Price and all other payments required hereunder, Contractor shall convey the Property by Warranty Deed (the "Deed") running to Buyer, as joint tenants, unless otherwise designated. The Deed shall convey a good and clear insurable title to the Property, free of all liens and encumbrances, and insurable as such, except and subject to the following Permitted Exceptions:

- (a) Provisions of (i) the governmental Approvals, as the same may be amended from time to time including without limitation the Maine Department of Environmental Protection orders, (ii) the recorded Subdivision Plan and (iii) the Declaration as the same may be amended from time to time by instrument recorded in the Registry of Deeds;
- (b) Existing rights, obligations, approvals, easements, restrictions, licenses, covenants and conditions reserved or contained or referenced in the Declaration, including without limitation the reservation of fee title to the roads;
- (c) Such taxes and assessments allocable to the Lot for the then current fiscal year as are not due and payable on the date of delivery of the deed;
- (d) The laws, ordinances and regulations of the State of Maine and Town of Scarborough, including zoning restrictions, and the terms of land use approvals;
- (e) All easements of record and all rights, restrictions, reservations and obligations as noted on the Subdivision Plan, the Approvals and in the Declaration;
- (f) All bylaws, rules and regulations established by Bittersweet Homeowner's Association; and
- (g) Other matters, easements and encumbrances of record not adversely affecting the beneficial use and enjoyment of the Lot by Buyer, or which may be affirmatively insured against forced removal, loss or damage by a national title insurance company without payment of an additional premium.

Contractor may use the purchase money or any portion thereof to clear the title of any or all encumbrances or adverse interests. Good and clear insurable title is defined as insurable title for which a reputable title insurance company authorized to do business in the State of Maine is willing to issue a policy of title insurance under its standard policy terms and conditions for owners and mortgagees.

7. Possession. On the Closing Date, Contractor shall deliver full possession of the Property free and clear of all tenants and occupants but subject to the Permitted Exceptions.

8. Extension to Perfect Title. Not less than five (5) days prior to the original Closing Date, Buyer shall give Contractor notice designating all defects in title existing at the time of such notice, and all defects not so designated shall be deemed to have been waived. If Contractor is unable on the Closing Date (as it may be extended under the provisions set forth above and of this Section) to give title or to make conveyance or to deliver possession of the Property as herein provided, or if on the Closing Date (as it may be extended) the Property does not substantially conform to provisions of this Agreement, then all deposits shall be refunded to Buyer with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, unless Contractor elects to use reasonable efforts to remove any defects in title or to deliver possession as herein provided or to make the Property substantially conform to the provisions of this Agreement, as the case may be, in which event Contractor shall give notice of such election to Buyer, and thereupon the Closing Date shall be extended for a period of sixty (60) days from the Closing Date. If at the expiration of the extended time Contractor shall have failed to remove the defects in title or to deliver possession, or to make the Property substantially conform, as the case may be, as herein provided, then the deposit shall be promptly refunded to Buyer, with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, provided that if the Declaration shall have been recorded, Buyer shall have the election, at either the original or extended Closing Date, to accept such title as Contractor shall convey. Contractor shall not be under any obligations to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Property or to remove any encumbrance upon the title to the Property not voluntarily placed thereon by the Contractor.

9. Agreement Subject to Mortgages. This Agreement is and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred, pursuant to the terms thereof or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Buyer. Contractor shall at its option satisfy such mortgage or obtain a release of the Property from the lien of such mortgage at or prior to the Closing Date. The existence of the mortgages encumbering the Subdivision other than the Property shall not constitute an objection to title or in any way excuse Buyer from completing payment of the purchase price or performing all his other obligations hereunder

or be the basis for any claim against, or liability of, Contractor, provided that the mortgagees of any such mortgages have appropriately consented to the Declaration, and the Property is released from the lien of such mortgages.

10. Substantial Completion. A certificate or statement of substantial completion of the Property executed by an architect, or a certificate of occupancy issued by the municipal inspector of buildings for the town shall be delivered by Seller to Buyer on or prior to the Closing Date and shall be conclusive evidence of Seller's fulfillment of its obligation to substantially complete such Building prior to the Closing Date. IF BUYER HAS REQUESTED CHANGE ORDERS OR "ALLOWANCED" ITEMS FROM NON APPROVED VENDORS OR SUBCONTRACTORS, THE FAILURE OF SUCH ITEMS TO BE COMPLETED BY THE CLOSING DATE SHALL NOT REQUIRE A POSTPONEMENT OF THE CLOSING DATE. Such Extra Work shall be completed by Seller as soon after the Closing Date as practical. Further, in the event that there are minor items not completed on the Closing Date, the same shall not constitute any objection by the Buyer to closing the purchase, provided that the same do not materially interfere with Buyer's use of the Property.

11. Establishment of Property and Declaration/ Road. Contractor has recorded the Declaration and Subdivision Plat and all other documents required to establish a valid subdivision Property. Contractor shall have, and hereby reserves, the continuing right from time to time: (i) to change the layout or construction of any of the roads, other lots, and common areas, provided that the location and boundaries of the Property being purchased will not be changed; and (ii) to make such changes or modifications in the subdivision plan and the Documents as the Contractor shall deem reasonably necessary in order to meet requirements of applicable laws and governmental regulations, the requirements of lending institutions and/or marketing considerations; provided, however, that no such change or modification shall alter the size, layout, location or features of the Property being purchased. Contractor intends to offer to convey the private road servicing the subdivision to the Town for acceptance as a public road, until then or if the town declines to accept the road, the Association shall be responsible for the road maintenance and plowing.

12. Models/Sales Material. Model Homes are not considered a part of the Work for the purposes of this Agreement. Any subdivision plans, sketches or sales drawings shown to Buyer other than those which are a part of the legal documents are for display purposes only. Furniture, wall coverings, furnishings or the like as shown in or about any model are for display purposes only and are not considered a part of the Work for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary and may not be as shown in any model. Any floor plans, sketches or sales drawings shown to Buyer other than those which are a part of this contract are for display purposes only and may not be exactly duplicated.

13. No Oral Representations/Modifications. NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED A PART OF THIS AGREEMENT OR BINDING UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND CONTRACTOR. Such information as may have been, or may hereafter be, furnished to Buyer concerning mortgage financing, operating expenses of the Subdivision and the real estate taxes for individual Property is thought to be reliable but Contractor does not warrant the accuracy of projections or expectations. Contractor has no way of assuring what valuation or tax rate will be imposed in the future.

14. Contractor Modifications. Contractor reserves the right to modify the Declaration, the Bylaws, the Subdivision Plat and any other document as may be required by law, a title insurance company, the Contractor's present or future lender(s), or at Contractor's discretion, provided that no such modification shall (i) increase the purchase price of the Property; (ii) reduce the obligations of Contractor for Common Expenses on unsold Property which are subject to the Declaration; or (iii) reduce the size of the Property.

15. Brokerage. Buyer represents and warrants that no real estate commission is due to any person except the broker(s) listed in the Basic Terms of Sale. Buyer shall indemnify and hold Contractor harmless from and against the claims, including attorneys fees, and all other costs and expenses incurred as a result of such claims, arising out or by reason of the assertion by any other person of a claim for a broker's commission in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with Buyer.

16. Merger, Acceptance of Deed. This Agreement, together with the Declaration and other recorded agreements, supersedes any and all prior understandings and agreements between the parties and constitutes the entire

Agreement between them. Buyer represents he has relied only upon the warranties and representations set forth in this Agreement, the Declaration, the Plats and Plans, and exhibits referred to herein. The acceptance of the delivery of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms of this Agreement, the Declaration, or the Approvals to survive, or to be performed after, the delivery of the Deed.

17. Assignment. This Agreement is personal to Buyer. Buyer may not assign this Agreement. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Contractor. Contractor's refusal to consent to an assignment hereof shall not entitle Buyer to terminate this Agreement or give rise to any claim for damages against Contractor. Contractor may assign its rights hereunder and, if such assignment shall be in favor of a lender of Contractor for collateral purposes, Buyer's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Upon foreclosure or acceptance of a deed in lieu thereof, such lender may terminate this Agreement, whereupon the deposits with interest shall be returned to Buyer; and Contractor, such lender and Buyer shall be released from all further liability or obligation hereunder.

18. Compliance with Declaration. Buyer agrees to restrict the occupancy of the Property in accordance with the use and occupancy restrictions as set forth in the Declaration, and the Bylaws and Rules and Regulations of Bittersweet Homeowner's Association and to otherwise be bound in all respects by the provisions and restrictions thereof.

19. Notices. All notices to be given hereunder shall be in writing and sent by certified mail, postage prepaid, return receipt requested, or by national overnight delivery service to the address given above, or at such other address as either party may hereafter designate to the other in writing.

20. Default. In the event a party fails to close the purchase of the Property in accordance with the provisions of this Agreement, the other party may exercise all of its legal rights and remedies or may terminate this Agreement. Prior to exercising any such remedies, a party shall give the defaulting party written notice and ten days opportunity to cure.

21. Construction Site. Buyer agrees not to enter upon the Property during the term of this Agreement without being accompanied by a representative of Seller. Further, Buyer will not attempt to store any personal belongings or other property at the Property prior to Closing.

22. Miscellaneous.

- (a) Subject to the assignment restrictions set forth above, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- (b) This Agreement shall not be altered, modified or amended except by an instrument in writing executed by Contractor and Buyer.
- (c) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument. Facsimile copies shall be binding.
- (d) The obligations of Buyer, if more than one, under this Agreement shall be joint and several.
- (e) The invalidity of any provisions of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.
- (f) This Agreement shall be construed and enforced in accordance with and governed by the laws in effect in the State of Maine and shall for all purposes be deemed wholly executed and performed within the State of Maine. The parties hereby submit to the exclusive jurisdiction in the courts of the State of Maine.
- (g) All paragraph headings in this Agreement are for convenience only and are not legally binding.
- (h) The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular or the plural number and jointly and severally, individual firms, or corporations.

Contractors Must Include This Statement

With Any Home Construction Contract for More Than \$3,000 if you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed - Buyer Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to *you*, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year. 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. 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 www.maine.gov/pfr/pfrhome.htm.

Building Codes

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

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in Chapter 18 of the *Maine Attorney General's Consumer Law Guide*. Go to www.maine.gov/ag/index.php?r=clg&s=chap18.

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 Contractor Complaints Received by the Attorney General

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131 or at consumer.mediation@maine.gov. The Better Business Bureau may also have relevant information on companies. Go to www.bosbbb.org or call (207) 878-2715. Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs:

- State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais),
- Default Judgment in CBS Enterprises,
- 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, Inc., 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 law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

Your Home Construction Rights

Chapter 17 of the *Maine Attorney General's Consumer Law Guide* explains your rights when constructing or repairing your home. Chapter 18 of the *Consumer Law Guide* is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to <http://www.maine.gov/ag/index.php?r=clg>. **As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go**

to <http://www.maine.gov/ag/>. As required by law, notice is hereby given that consumers are strongly advised to contact the Attorney General's publicly accessible website to gather current information on how to enforce their rights when constructing or repairing their homes. You may telephone: (207) 626-8800 or go to <http://www.maine.gov/ag/?r=clg&s=chap18>.

FINAL INSPECTION FORM

Buyer(s) _____

Inspection Conducted By: _____. Date: _____, 200__

Listed below are all of the defects discovered to date:

Date: _____, 200__ _____, Buyer

Contractor agrees to correct in a Workmanlike manner the items listed above, except as noted.

RISBARA BROS. CONSTRUCTION CO., INC.

Date _____, 200__ By: _____
Its _____

I (we) acknowledge that the above items have been completed in a Workmanlike manner.

Date: _____, 200__.

_____, Buyer

P&S Bittersweet Banks House & Lot.DOC
1/16/2008

BITTEERSWEET BANK SPECIFICATIONS

- Scope of Work: Contractor shall provide all labor, materials, equipment, and subcontractors necessary for completion of the Work, except otherwise stated. Buyers are not permitted to supply their own materials or subcontractors.
- Temporary Power: Contractor shall provide temporary power during construction of project.
- Temporary Heat: Contractor shall provide temporary heat for the construction for subcontractors. Remaining oil to be prorated at closing.
- Supervision: Contractor shall provide project supervision for their workforce and subcontractors during construction period.
- Permits/Fees: Contractor is responsible for all permits directly related to house construction.
- Energy Standards: Maine Law (10 M.R.S.A. Section 1415-C) establishes mandatory energy efficiency building standards for residential construction. The Work covered by this Contract meets or exceeds those standards.
- Photography: Contractor reserves the right to photograph the home for future advertisement purposes. Contractor will seek to give Buyer advance notice of such occurrence.

ALLOWANCE ITEMS

ALLOWANCE AMOUNT *

Flooring	\$ _____
Appliances	\$ _____
Cabinetry, Countertops	\$ _____
Light Fixtures	\$ _____
Plumbing Fixtures	\$ _____
Shelving, Mirrors, Bath Accessories	\$ _____
Driveway	\$ _____
Landscaping	\$ _____
Other _____	\$ _____

All expenses of labor and materials related to the above items will come out of allowance amount.

It is important to choose allowance items in a timely manner in order to stay on schedule.

* Overages or credits will be added/subtracted to or from final bill. Contractor may require additional deposits at any time during construction for extras and change orders.

SITE WORK:

- Ledge: If any ledge is found on Property, any and all increased labor and materials cost shall be at the expense of the Buyer.
- Clearing: Clear and grub lot to the extent required for construction of contracted house and standard driveway only. Extra tree removal will incur added costs to Buyer.
- Excavation: Digging for foundation will be done to a depth as required for installation of footings on undisturbed soil (min. 48” below grade). Back-fill in basement below slab with ¾” crushed stone to the depth of the footing. Garage slab shall be back-filled with sand and compacted. Back-fill exterior of foundation with sand in order to improve drainage away from house. Finish grades will allow for natural drainage of surface water away from building.
- Site Utilities: Water Service- Private- Contractor will install a private drilled well meeting the Maine Water Well Association Standards as follows:

Feet Depth	Gallons per Minute
75	5
110	4
160	3
250	2
320	1
420	1/2

Pump system to include the water pump, tank and all associated piping and installation and cost of water testing up to two (2) times. Contractor makes no representation to Buyer, either express or implied, concerning the potable quality of water obtained upon drilling the well. Contractor is not responsible for the quality of water. If any type of filtration system is needed, it shall be at the expense of the Buyer.

Sewer Service-Private – Installation of a private septic system.

Power/ Telephone/ Cable TV to be underground from transformer to nearest location on house. Total distance is determined by site conditions.

If CMP cable wire distance goes beyond the maximum 220’, any added cost shall be the responsibility of the Buyer.

Buyer is responsible for final hook-up of telephone, cable or other source, and change of utility account over to Buyer’s name as of closing date. (Buyer should contact companies at least 30 days prior to closing).

Drainage: Install 4" perforated plastic pipe inside and outside footings of full basement topped with ¾" crushed stone. Perimeter drain.

Damp Proofing: Apply asphalt foundation coating to exterior of foundation walls and seal all holes (full basement area only) before back filling from finish grade line down to footing.

Driveway: Refer to above for allowance amounts. Any desired walkways shall come out of Driveway allowance. Base coat only is recommended for initial driveway. Top coat to be applied in 6 months to one year after base coat application. Cost will vary depending on design.

Loam/Seed: Contractor shall loam and seed cleared area.
Seed to be contractor's mix.
Adequate watering & proper care of the lawn is the responsibility of the Buyer.

CONCRETE:

Footings: 10" thick x 20" wide wall footings, 2'x2'x10" column footings.

Lally columns: 3 ½" concrete filled columns. See plans for spacing.

Foundation: 8" thick wall x 7'9" high full basement walls/3'10" frost wall in garage.

*If Daylight Basement is possible, cost of adding windows will be charged to Buyer.

Slabs: 4" thick 3000 psi poured concrete basement slab over ten inches of ¾" Stone with plastic vapor barrier. 4" thick 3000 psi poured concrete garage slab over compacted sand with plastic vapor barrier.

MASONRY: Standard 2 Flue single sloped Brick/Block Chimney with Standard 3' wide firebox. Hearth to be flush. Old Port brick around surround, hearth and chimney.
Mantle shall be paint grade and chosen from contractor's selection.

CONCRETE: Foundation walls to be 3000 psi poured concrete. Foundation floor to be poured concrete over 6" of stone. Garage floor to be poured concrete over compacted sand.

CARPENTRY:

Materials: All rough framing material to be KD Spruce-pine-fir (SPF).

Floor Joists: 2"x10" @ 16" O. C. First and second floor.

Floor Sheathing: Sub-Floor shall be ¾" T&G Advantech.

Underlayment: 1/2" plywood underlayment for all tile.

Girders/Headers: Build-up #2 SPF wood or laminated Veneer Lumber size as required by local code loadings and design.

Bridging: 1'x3" wood cross bridging, install 1 row for spans over 8'.

Wall Studs: 2"x6" @ 16" O.C. Exterior Walls
2"x4" @ 16" O.C. Interior Walls
2"x6" @ 16" O.C. Garage Walls

Blocking: Install #2 SPF Solid nailers for all cabinets/ casework

Wall Sheathing: 7/16" OSB sheathing nailed at 6" O.C.

Roof Rafters: 2"x10" @ 16" O.C.

Roof Sheathing: 1/2" 5 ply CDX plywood nailed at 6" O.C.

Ceiling Strapping: 1x3 @ 16" O.C. wood strapping. Apply to ceilings that will receive drywall.

Ceiling Joists: 2" x6" @ 16 O.C.

Ceiling height: Ceiling heights as per plans. Height may vary within 1 1/2".

SIDING: Siding to be _____.

Typar wind barrier to be installed under siding.

EXTERIOR TRIM: Windows and doors to be wrapped with 1"x4" white vinyl topped with vinyl crown molding on front and sides of house. Fascia to be wrapped in aluminum. Soffits to be Vinyl.

6" White Vinyl Corner Boards.

ROOFING: Owens Corning (30 year) Architectural- roof shingles. 8" aluminum drip edge at all eaves and rakes, ice and water shield 3' up at all eaves and valleys. Continuous ridge vent covered with roof shingles and aluminum shed/ step flashing where required.

15# felt paper to be installed under roof shingles.

WINDOWS: Hancock Classic vinyl white tilt-wash with screens and internal grills, as per Plans (Paradigm Windows)

EXTERIOR DOORS:

Front Door	1 36" 6 panel steel insulated w/half sidelights
Breezeway	1 36" 210 9- lite
Garage to house	1 Fire rated 6 panel steel
Garage pass through	1 36" 210 9 lite
Patio	1 6068 Anderson Slider

Combination Storm/Screen Doors are not included in this contract.

HARDWARE:

Schlage F series Plymouth round polished brass for interior knobs.
Schlage polished brass thumb latch handle with deadbolt for front door. All other exterior knobs to be round polished brass key lock.

OVERHEAD DOOR;(2) 9'x7' Amarr Steel insulated short raised panel automatic door & (2) openers.

DECK: Deck to be Pressure Treated Framing with Red Cedar Decking and rails.

INSULATION:

Exterior Walls: 6" unfaced Fiberglass (R-19) with 6 mil. Poly Vapor barrier.

Interior Walls: 3 1/2" unfaced Fiberglass (R-11) around all bathrooms, master bedroom and laundry room.

Main Ceiling: 2 layers of 6" Fiberglass (R-38)

Stairwells: 3 1/2" unfaced Fiberglass (R-19) in main stairwell and (R-11) in cellar stairwell

Garage Walls: 3 1/2" unfaced Fiberglass (R-11) with poly vapor barrier.

Garage Ceiling: 12" Fiberglass (R-38)

Garage/House Wall: 6" Kraft Faced Fiberglass (R-19)

Blockers/
Runners 6" unfaced Fiberglass (R-19)

***Proper Vents (Insulation) will be installed where needed.

ELECTRICAL: All Electrical work to meet or exceed local and state codes. Electrical service to be 200 amp panel with underground feed from transformer to location determined by town.

Light Fixtures: Refer to above for allowance amount.

Interior and Exterior light fixtures should be chosen at the "House of Lights". If recessed lights and/or closet lights are desired, these items are ordered directly thru the electrician during electrical walk-thru and cost to come out of lighting allowance. Recessed lights are \$60.00 each. Closet lights are \$35.00 each

Smoke Detectors: To be installed as needed by code. All smoke detectors are AC/DC which means they are hard wired as well as backed by battery. It is recommended to change batteries every six months. At daylight savings time.

Phone/Cable Pre wired for total of up to (6) telephone jacks and (6) Cable TV outlets. Final Connection at interface to be by utility company.

Door Chime To be purchased from Lighting Allowance.

Lamppost To be purchased from Lighting Allowance, if desired

Contractor will install if on site when requested.

Outlets/Switches All outlets shall be equipped with standard duplex connections. Switches are standard toggle type. Outlets and switches to be white toggle type. Dimmer switches are \$35.00 each.

Standard Electrical Layout by Room:

Kitchen: Wire and install for lights with 3-way switch, microwave, refrigerator, dishwasher, and 220v for range. Remaining outlets per code.

Dining Room: Wire & install for (1) hanging ceiling chandelier Light fixture. Remaining outlets per code.

Living room: Wire, supply and install for (1) single pole switch for (2) switched outlets. Remaining outlets per code.

Great Room: Wire, supply and install for (1) single pole switch for (2) switched outlets. Remaining outlets per code.

Bedrooms: Wire, supply and install for (1) single pole switch for (2) switched outlets. Remaining outlets per code.

Bathrooms: Wire and install vanity lights w/ switch, (1) outlet next to vanity, (1) Nutone 663 LN fan/light with (2) switches.

- Bedroom Closets: Wire, supply and install for (1) fluorescent light fixture each with (1) switch at Buyer's request. Cost to come out of lighting allowance.
- Laundry: Wire & install for (1) light fixture with (1) switch, wire for washer and electric dryer. Remaining outlets per code.
- Basement: Wire, supply and install (6) porcelain ceiling light fixtures with switch, Wire, supply and install (1) outlet.
- Garage: Wire, Supply and install (2) General outlet, outlets for overhead door operators. (2) Porcelain ceiling light fixture.
- Exterior: Wire, Supply & install (2) weather proof outlets, wire for (2) light fixture at front door, wire for (2) light fixture at garage door, wire for (1) light fixture at each rear door.

*** Added costs will be incurred for adding, moving or switching light fixtures, outlets, and/or wiring. \$45.00 for additional standard outlets, cable jacks, phone jacks, and dimmers Buyer can get cost from electrician to run cat 5 and speaker wiring during electrical walk-through**

MECHANICAL:

Plumbing: All Plumbing shall meet or exceed local and state codes. All water lines feed from meter shall be plastic type. All drains, traps, and vents will be PVC. All fixtures must be supplied by our plumber and are as follows:

- 1-Kitchen Kohler Drop-in Brookfield Dbl Bowl K-5942-4 Cast iron in White
- 1-Delta Waterfall Series- 2476-lhp Neo style H25 in chrome
- 1-Dishwasher hook up
- 1-Ice maker hook up
- 1-Disposal
- 1-3x5 Kohler Terracina fiberglass Shower Stall in white
- 1-Kohler Fiberglass Veracruz 5' tub/shower unit-in white
- 3-Kohler Wellworth K-3423 round Toilets in white with seats
- 2-Kohler pressure balanced shower valve
- 4-Kohler K-2196-4 Self-rimming drop-in lavatory sinks in white
- 4-Delta #522 Chrome Faucets
- 1-Washer Hook-up
- 2-Antisiphon Frost Free Silcocks

Shower doors/ rods are not included in this contract.

Heating: Heating shall consist of oil fired, FHW slant fin baseboard heaters with 3 zones. Zones controlled by circulator pumps not zone valves. Location of all equipment shall be determined by Contractor. Equipment to be:

- 1 - Beckett Burner or Equivalent
- 1- 3-section Cast Iron Burnham Boiler or equivalent
- 1 - 275 Gallon oil Tank
- 1- Exterior Fill pipe and vent

Sheetrock: All house walls and ceilings to receive ½” regular drywall with (3) coats of joint compound and sanded to a smooth surface, ready for paint.

Cellar stairway to receive ½” regular drywall with 3 coats joint compound sanded to a smooth surface, ready for paint.

Bathrooms to receive MR Green board.

Garage house walls and Ceiling to be 5/8” Fire rated.

Interior Doors: All interior doors to be 6- panel solid core Masonite with solid jamb, Painted white.

Interior Trim: Casing to be ¾” x 3 ½” colonial painted white
Baseboard to be 5/8”x 5 1/4” painted white

Stair Parts: MAIN STAIRWAY- Red oak treads, painted risers, design as per plans.
Handrail & Newell post to be Red Oak in a Post to Post design w/ 2 coats poly.
Balusters to be contractor’s standard painted white.
Basement Stairs- Plywood Treads and Risers w/ handrail, unfinished.

Painting: All House walls, ceiling, trim and doors will be primed with (1) coat of a latex enamel under body primer. Finish coat on ceiling to be (1) coat of flat white ceiling paint. Finish coat on walls to be (1) coat of a latex egg shell finish. (3) Neutral wall colors are included in contract. Darker colors may require (2) coats which will be an added cost. Added cost will be incurred for more than (3) wall colors. \$ 150.00 per color, per coat. Finish coat on Interior trim and doors will receive (2) coats of white semi-gloss paint. All Sherwin Williams brand to be used. Garage, cellar stairway area and basement doors to remain unpainted
Exterior Doors will receive (2) coats of paint. Painting of Overhead garage doors not included. Additional costs may be incurred if a different finish paint is preferred. Front Porches shall receive 2 coats of solid color stain on posts and railings only if applicable. Added cost will be incurred for painting of lamppost.

Cabinetry/ Vanities

Countertops: Refer to above for allowance amount.

Standard kitchen and vanity Cabinetry to be installed by Contractor. Any assembly and/or installation of accessories, including, but not limited to, building of custom features, walls, soffits, and appliance garages will be charged accordingly to Buyer and time will be added to contract deadline. Refer to above for allowance amount.

Proper measurements are the responsibility of the kitchen supplier.

Tile and/or Granite Countertops will be installed by supplier.

Appliances:

Refer to above for allowance amount.

Range, Microwave, dishwasher, & refrigerator to be installed by Contractor. Refer to above for allowance amount. Proper measurements are the responsibility of the Kitchen Supplier. If there are any charges to hook-up gas appliances, cost will be added to final bill to Customer. Hood and vent installation and hook-up will be a billed as time and material.

Mirrors/Shelving

& Bath Accessories: Refer to above for Shelving /Mirror, and bath hardware allowance amounts.

Pantry shelving to be MDO solid shelving painted, supplied, and installed by Contractor. One standard pantry closet included. (Does not include walk-in Pantry closets). All other shelving to be supplied by contractor's standard shelving company and cost to come out of allowance. Mirrors and bath accessories also to be supplied and installed by Shelving Company. Contractor does not install mirrors or bath accessories.

Finished Flooring:

Refer to above for allowance amount. All flooring, thresholds, transitions, tiled walls, fireplace surrounds, etc. are to be installed by flooring supplier and cost to come from flooring allowance.

House Numbers:

Buyer to purchase and deliver house numbers to job site, Contractor will install. Buyer to mark location. Contractor does not install mailbox post.

Exterior Step (s) :

Front stairs to be Real Granite. Railings are not included. Breezeway to receive one granite slab. No other steps are included in this contract. (The number of front steps is determined by the grade of the land.)