

CONTRACT

<p><u>Contract Price:</u> (If a “cost-plus” formula, the cost of labor and materials must be estimated.)</p>	\$ _____
<p><u>Method of payment:</u> <u>Initial down payment is limited to no more than 1/3 of the total contract price.</u></p>	_____ _____ _____
<p><u>Description of work:</u></p>	_____ _____ _____ _____ _____
<p><u>Express warranty:</u> The seller provides the following express warranty:</p>	_____ _____ _____ _____ _____ _____

Statutory warranty: **In addition to any express 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.**

Resolution of Disputes: If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (Circle only one):

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

The parties are not required to select one of these dispute resolution methods.

Change orders: Any alterations or deviations from the above contractual associations that involve extra cost will be executed **only upon the parties entering into a written change order.**
(See Change Order form.)

Additional Provisions:

Three day right to cancel: The homeowner or lessee can cancel this contract by giving to the seller a written cancellation notice within three (3) full business days following the day on which the parties agreed to and signed this contract. This notice is sufficient if it is mailed to the seller at the seller's address as stated in this contract. This cancellation notice is effective once it is deposited in the United States mail. The contractor cannot begin to perform this contract until this three (3) day cancellation period has expired.

This contract must be completed for all door-to-door home repair jobs over \$3,000. Each party concerned must receive a copy of this signed contract before changes that result in a different contract price, then the parties must sign a written change order. (See form.)

Contract Acceptance:

Signature: _____
(Homeowner or Lessee)

Date: _____

Signature: _____
(Seller)

Date: _____