



## Purchase and Sale Agreement Dunstan Crossing Condominium

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) in consideration of the mutual promises set forth herein pursuant to which SELLER agrees to sell and BUYER agrees to buy the property specified below in accordance with the following terms and conditions and Specifications, all of which form a part of this agreement:

- Property To Be Sold: Unit #** \_\_\_\_\_ located in Dunstan Crossing Condominium ("The Condominium") with an anticipated street address to be \_\_\_\_\_ Scarborough, Maine 04074 together with an undivided interest in the common elements as specified in the Declaration of Dunstan Crossing Condominium ( collectively the "Unit").
- Closing Date-** The estimated date of substantial completion and closing will be on or about \_\_\_\_\_, subject to change due to delays caused by extraordinary occurrences, including but not limited to, labor shortages, labor disputes, material shortages, damaged or stolen materials, add-ons or changes from Buyer, loss or damages from fire, flood, wind, earthquake, hurricane and all other weather related events or acts of nature. Even if due to Seller's alleged negligence or fault. Buyer agrees that Seller is not responsible for delays due to such circumstances, and that regardless of the source of delay, Seller shall have no responsibility for interest rate increases or any other additional costs to Buyer if the construction time exceeds above closing date (applicable to Units under construction only).  
If there are any delays in closing due to Buyer, any added financing and other costs incurred by Seller will be added to the purchase price. If Buyer is unable or unwilling to close on property for any reason for more than 30 days from receipt of Certificate of Occupancy from the Town of Scarborough, Seller shall be entitled to market the property for sale to other buyers on the open market and Buyer shall forfeit the Down Payment.
- Purchase Price:** The agreed purchase price and payment for Base unit is as follows:  
\$ \_\_\_\_\_ US Dollars.

PAYMENTS. In satisfaction of the Total Purchase Price, Buyer shall pay to the Seller as follows: Down Payment of \$ \_\_\_\_\_ payable to Seller and is due at the signing of this agreement and will be used by Seller in the construction of the condominium project, and credited to purchase price. The balance is due at Closing by certified or bank check.

- Unit Deed.** Upon full payment of the total purchase price and all other payments required hereunder, Seller shall convey the unit by Warranty Deed to Buyer, as joint tenants, unless otherwise designated. The Deed shall convey insurable title to the Unit, free from all liens and

encumbrances, except easements or restrictions of record, the Condominium Documents, the Master Association Declaration of Covenants, those matters set forth or referred to in the Public Offering Statement, and the terms and restrictions of Government approvals.

5. **Possession & Occupancy.** Possession and occupancy of premises shall be given to Buyer immediately at transfer of title. Said premises shall be cleaned and free of all debris. Buyer shall have the right to view the property within 24 hours prior to closing.
6. **Mortgage Financing.** Buyer is under good faith obligation to actively seek and accept financing and shall provide seller with a letter from a lender showing Buyer has made application and, subject to verification of information, is qualified for loan requested within **5 Business days** of the effective date of this Agreement.

If this is a cash transaction, Buyer must submit proof of funds to Seller's satisfaction to pay the full purchase price within **5 Business days** of the effective date of this agreement.

If Buyer is financing, Buyer must supply a signed commitment letter without contingencies, with exception of lender's underwriting conditions that are acceptable to Buyer and Seller, from lender within **30 days** of the effective date of this agreement. Failure to deliver such a commitment shall constitute a default under this Agreement. In such event Seller reserves the right to proceed with publicly marketing the property to replacement Buyers and to sell the property to replacement Buyers, at its discretion. In the event of such situation, Buyer forfeits all deposits.

7. **Change Orders.** Any and all alterations or deviations from the above contractual specifications that result in a revision of the purchase price will be executed only upon a written change order signed by Buyer and Seller. The change order must detail all changes to the contract price and scope of work. Only one Buyer is required to sign the change order to be effective.

If for any reason no change order is signed by Buyer, then at Seller's option the specifications shall remain unchanged. Seller may require additional deposit money and/or require additional time to complete the work.

8. **Description of Property:** Seller agrees to sell and Buyer agrees to purchase for the price set forth in this agreement, the condominium unit designated in the Basic Terms of Sale in Dunstan Crossing (the "Condominium") located in the town of Scarborough, Cumberland County, State of Maine, and to be created pursuant to the provisions of the Maine Condominium Act (the "Act") by the Declaration of Dunstan Crossing Condominium and as set forth in the floor plans and standard features described in Exhibit A. Included in the sale as part of the unit are the fixtures and equipment to be provided and installed by Seller as set forth or referenced in specifications below.
9. **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 agreement meets or exceeds those standards.
10. **Warranties:** A two (2) year limited warranty is provided for defects of labor and materials furnished by Seller in accordance with the form of warranty set forth in the Public Offering Statement. The warranty begins at the issuance of the Certificate of Occupancy for the Unit. This express warranty excludes normal concrete stress cracks, natural characteristics of wood (including floors & Cabinetry), damage to walls and/or trim due to moving in, the lawn, normal settling or abusive use or excessive weight of driveway, damage due to ordinary wear and tear and normal settlement, abusive use, or lack of proper maintenance of the property; defects in items installed and/or supplied by Buyer or anyone else except Seller. Seller is not responsible for Buyer's

allergies, asthma, or other respiratory ailments that may be affected by a newly constructed house. Seller is not responsible to roof leaks due to ice or snow covered roofs.

Seller will assign and pass on to Buyer, to the extent assignable, the manufacturers' warranties on all appliances, consumer products, and equipment. Seller makes no express warranty on appliances or other equipment sold with the unit.

In addition to any additional express warranties agreed to by the parties, the Seller warrants that the work will be free from faulty materials; constructed according to the standards of the building code, applicable for this location, at the time of construction in a workmanlike manner and fit for habitation during the two year warranty period. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

11. **Warranty: Statute of Limitation.** Pursuant to 11 M.R.S.A. 2-725(1), the parties agree that the statute of limitations applicable to any claim for breach of warranty under this Contract shall be reduced to two (2) years. The Warranty existing under this Agreement is not transferable unless otherwise stated.
12. **Punch List.** At the end of the first *THIRTY* (30) days of receiving the certificate of occupancy, Buyer must, if applicable, supply a clearly typed list to Seller stating any and all items under warranty that are in need of repair, adjustment, or replacement. Seller will complete list within thirty days of receiving list, unless otherwise not possible. Emergency situations will warrant immediate attention ( if applicable) prior to the expiration of the warranty period. At the end of each warranty year, Buyer must, if applicable, supply a clearly typed list to Seller stating any and all items under warranty that may need repair, adjustment, or replacement. Seller will complete list within thirty days of receiving list unless otherwise not possible. Buyer must make the house available to us during normal working hours.
13. **Risk of Loss and Insurance.** Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller until the Deed is delivered to Buyer at closing. Until the delivery of the Deed, Seller shall maintain fire and extended coverage insurance on the unit. If the premises are destroyed more than 70% of value prior to closing, Buyer may choose to terminate this agreement and be refunded the down payment. Seller may also choose to terminate this agreement and refund the down payment to Buyer.
14. **Assignment.** This agreement is personal to Buyer and is not assignable. Seller may assign its rights hereunder.
15. **Resolution of Disputes.** If a dispute arises concerning this contract or the performances of the parties, then the parties agree to settle the dispute by jointly paying for the following:
  - (A) Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with parties agreeing to accept as final the arbitrator's decision. [ ]
  - (B) Non-Binding Arbitration with the parties free to not accept arbitrator's decision and to seek satisfaction through other means, including a lawsuit.[ ]
  - (C) Mediation, with parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.[X]

The foregoing provisions shall not be deemed a waiver of any rights of either party to take legal action, the prevailing party shall be entitled to an award covering reasonable attorney's fees and costs.

16. **Other.** This contract will be construed according to the laws of the State of Maine. This contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation. Neither party is relying on any statement or representations not contained in this Contract made by the other or on their behalf. NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED A PART OF THIS CONTRACT OR BINDING UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND SELLER.

17. **Buyer's Broker** [ ] Yes, [ ] No

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

Agency: \_\_\_\_\_

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

Buyer represents and warrants that no real estate commission is due to any person except the broker listed above, and that Buyer shall indemnify and hold Seller harmless from and against the claims, including attorney's 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.

18. **Pro-rations:** Fuel, Taxes, and monthly Association Dues shall be prorated and charged to Buyer as of closing date. Fuel will be priced on a cash retail basis by Seller's fuel supplier.

19. **Receipt of Documents:** Prior to signing this Agreement, Buyer(s) hereby acknowledge(s) having received, reviewed and accepted the Public Offering Statement and accompanying documents, 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 Buyer(s) and Seller. \_\_\_\_\_ **Please Initial**

20. **Default.** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this agreement and return to Buyer of the Down Payment.

21. **Utilities.** Buyer is responsible for final activation of utilities; Phone, Cable or other source, CMP, & Portland Water District for personal utility hook-ups and change account over to Buyer's name as of closing date. (Buyer should contact companies at least 30 days prior to closing.)

22. **Furnishings and Models.** Furniture, wall coverings, decorations, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered to be a part of such unit for the purposes of this agreement. Further, the location of wall switches, thermostats, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans or sketches shown to Buyer other than those which are a part of the Public Offering Statement are for display purposes only and not be exactly duplicated.

23. **Construction Site.** Buyer agrees not to enter upon the condominium during the terms 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 unit or the common Elements during the term of this agreement.

24. **Seller Modifications.** Seller reserves the right to modify the declaration, the bylaws, the plats and plans and any other Condominium Document and Master Association document as may be required by law, a title insurance company, the Seller's present or future lender(s) or at Seller's discretion, provided that such modification shall not: increase the purchase price of the unit, reduce the obligations of seller for common expense on unsold units, reduce the size of the unit. The dimensions, sizes, and location of interior partitions in the units and the location of the unit in relation to other units, buildings, improvements and other portions of the common elements and facilities as reflected in the Declaration and the Plats and Plans are approximate, and the same may vary. Buyer acknowledges and agrees that such minor variances are acceptable to Buyer and such variances shall not be grounds for any action for rescission, damages or reduction of the purchase price. Seller may substitute other materials, methods or manufactured products as seller may deem proper, provided however, that the quality of any such substituted item is equal to or superior to those listed in the specifications.
25. **Compliance with Declaration.** Buyer agrees to restrict the occupancy of the unit in accordance with the use and occupancy restrictions as set forth in the Declaration, Bylaws and Rules and Regulations, the Master Covenants, the Master Association's Bylaws and Rules and Regulations, and to otherwise be bound in all respects by the provisions and restrictions thereof.
26. **Confidentiality.** Buyer permits Seller to communicate directly with Buyer's lender, appraiser, and closing Title Company in order to satisfy the terms of this agreement.
27. **Binding Agreement.** This Contract is a binding contract when signed by both seller and Buyer(s) Counter part originals and signed facsimile copies of this contract and any Change Orders shall be binding.

The following Specifications are a part of this Contract.

This Contract is a binding contract when signed by both seller(s) and Buyer(s) and when that fact has been communicated to all parties. Counter part originals and signed facsimile copies of this contract and any Change Orders shall be binding.

Exhibits to this Purchase and Sale Agreement, which are incorporated herein:

Specifications and Addendum A

Exhibit A - Floor Plans

Exhibit B - Options added and selections made per request of Buyer. When such form is signed by Buyer, it shall become a binding part of this agreement. All costs associated with changes, option upgrades and selections will be added to purchase price.

**THIS CONTRACT SUPERCEDES ALL OTHER CONTRACTS AND AGREEMENTS.**

In Witness Whereof, the parties hereto have executed this Agreement with an effective date as of \_\_\_\_\_, 200\_\_ (the "Effective Date" of this Agreement).

SELLER:	BUYER:
Chamberlain Homes	
A Division of Chamberlain Construction, Inc.	s/_____

By:_____	print name_____
Its President	

1022 Portland Rd.  
Saco, ME 04072  
207-282-7377 p  
207-282-6568 f

s/ \_\_\_\_\_

print name \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

BANK NAME, ADDRESS, PHONE #, AND CONTACT PERSON NAME

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CASH BUYER \_\_\_\_\_ YES \_\_\_\_\_ NO

HOW DO YOU WISH TO TAKE TENANCY ON DEED

JOINT TENANCY \_\_\_\_\_

IN COMMON \_\_\_\_\_

TITLE COMPANY PREFERENCE \_\_\_\_\_

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5/29/2007

SPECIFICATIONS

**Maine Attorney General Home Construction Warning**

**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/prfhome.htm](http://www.maine.gov/pfr/prfhome.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](http://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](mailto:consumer.mediation@maine.gov). The Better Business Bureau may also have relevant information on companies. Go to [www.bosbbb.org](http://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 suites 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/>.