



Home Purchase and Sale Agreement

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between Chamberlain Construction, Inc. dba Chamberlain Homes (Seller) and _____ & _____ (Buyer) identified below. 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:** Located in Dunstan Crossing~ Phase 1
Street address to be : _____, Scarborough, Maine.
- Work Dates-**Seller's work is anticipated to commence on or about _____ and the estimated date of substantial completion and closing will be on or about _____.

The anticipated work dates are subject to change due to delays caused by occurrences beyond Seller's control, 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 sellers 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.

If there are any delays in closing due to buyer, any added financing and other cost incurred to 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 market the property for sale to other buyers on the open market and buyer forfeits Down Payment.

- Purchase Price:** The agreed purchase price and payment is as follows: \$_____

PAYMENTS. In satisfaction of the Total Purchase Price, Buyer shall pay to the Seller as follows:

Down Payment of _____% of the Purchase price and shall be payable to Chamberlain Homes at the signing of this agreement and will be held and used by Seller and applied to purchase price. Pursuant to Maine law, the initial down payment is limited to no more than 1/3 of the total contract price. Balance Due at Closing by certified or bank check.

4. **Deed.** Upon full payment of the total purchase price and all other payments required hereunder, Seller shall convey the property by Warranty Deed to Buyer, as joint tenants, unless otherwise designated. The Seller shall convey insurable title to the property, free from all liens and encumbrances except easements and restrictions of record as noted in the Master Covenants, the Homeowner's Association and the terms and restrictions of Government Approval.
5. **Possession & Occupancy.** Possession and occupancy of premises shall be given to Buyer immediately at transfer of title. Buyer shall have the right to view the property within 24 hours prior to closing.
6. **Mortgage Financing.**
Buyer to provide Seller with a letter from Lender showing that Buyer is pre-qualified at the time of signing the Agreement.

Buyer to provide Seller with a letter from Lender showing that Buyer has made application, and subject to verification of information, is qualified for the loan requested within calendar 3 days from the Effective Date of the Agreement.

Buyer to provide Seller with a loan commitment letter from Lender within 21 calendar days of the Effective Date of the Agreement.

Buyer may choose to pay cash instead of obtaining financing. If so, Buyer to provide Seller proof of funds required to purchase the property at the time of signing the Agreement.

If there are any delays in closing due to buyer, any added financing and other cost incurred to Seller will be added to the purchase price

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 both 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 there is no change order signed by Buyer, then the specifications shall remain unchanged. Seller may require additional deposit money and/or require additional time to complete the work.
8. **Energy Standards.** Maine Law (10 M.R.S.A. Section 1411-1420) establishes mandatory energy efficiency building standards for residential construction. The work covered by this agreement meets or exceeds those standards.
9. **Warranties:** A One (1) year limited warranty is provided for defects of labor and materials furnished by Seller. The warranty begins at the issuance of the Certificate of Occupancy for the home. This express warranty excludes normal settling & movement of wood, shrinkage & expansion, warping, normal sheetrock stress cracks & screw pops, normal concrete stress cracks, markings & natural characteristics on wood (including floors, trim & Cabinetry), poor quality items chosen by Buyer, screens, paint nicks/chips, damage to walls and/or trim due to moving in. the lawn, landscaping, Damage to driveway due to normal settling, excessive weight or abusive use; damage due to ordinary wear and tear, 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 for roof leaks due to snow or ice 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 house.

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 and appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

10. **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 one (1) year. This Warranty existing under this Agreement is not transferable unless otherwise stated.
11. **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 the 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 during normal working hours. Buyer must notify Chamberlain Homes of any issues that may arise. If buyer hires & pays an outside contractor on own to make any repairs, Contractor will not reimburse buyer.
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12. **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. Seller shall maintain insurance on the property. If the premises are destroyed more than 70% of its 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.
13. **Assignment.** This agreement is personal to Buyer and is not assignable. Seller may assign its rights hereunder.
14. **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.

15. **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

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

Name:

Agency:

Address:

Commission due _____ % of Base Purchase Price

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.

17. **Prorations:** Fuel and Taxes 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.

18. **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 down payment. 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 the down payment.

19. **Utilities.** Buyer is responsible for final activation of utilities; Phone, Cable or other source, CMP, & Water Co. for personal utility Hook-ups and should be put in Buyer's name as of closing date.

20. **Construction Site.** Buyer agrees not to enter upon the property 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 home during the terms of this agreement.

21. **Receipt of Documents.** Prior to signing this Agreement, Buyer(s) hereby acknowledge(s) having received, reviewed & accepted the Dunstan Crossing Homeowner handbook and accompanying Homeowner's Association Handbook, Design Guidelines, Exhibits, House Plans, this Agreement, the Additional terms of Sale that form this Agreement, and agrees that a binding contract will arise when this agreement is signed by Buyer and Seller. _____ Please Initial

22. **Down Payment/Deposit.** The parties acknowledge that upon the execution of this agreement and based on the agreements contained herein by the Buyer, Seller will begin to incur substantial costs, obligations and expenses and that the deposit is intended to compensate Seller for the risk of such costs, obligation and expenses. Seller therefore shall have the right to use the deposit funds for the initial construction of your home. Buyer acknowledges that upon the execution of this agreement, the deposit shall be deemed fully earned by Seller by virtue of Seller's agreement to enter into this agreement and such deposit shall be entirely non-refundable.
23. **Specifications.** The attached Specifications are a part of this contract. If it is not written in this contract, it is not included. If there is a discrepancy between the plans and the contract, the contract overrules. All verbal discussions had during negotiation stage regarding items to be included in the contract price must be written in this contract to be included.
24. **Notice to Consumers.** Pursuant to Maine law, Buyer's are strongly advised to visit the website of the Maine Attorney General to gather current information on how to enforce their rights when construction their homes. The Attorney General's address and website are as follows: Attorney General Consumer Information and Mediation Service, 6 State House Station, Augusta, Maine 04333, www.maine.gov/ag
25. **Consumer Protection Addendum.** Buyer acknowledges that a copy of the Maine Attorney General Home Construction Warning is attached to this agreement as Addendum A.
26. **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. This agreement shall be binding upon the personal representatives, heirs, & successors of the parties.
27. **Confidentiality.** Buyer agrees to allow Seller to contact Buyer's lender, appraiser, and closing Title Co. for directly related information necessary to fulfill the terms of this agreement.
28. **Description of Property.** Seller agrees to sell and Buyer agrees to purchase for the price set forth in this agreement, property designated in the Basic Terms of Sale in Dunstan Crossing located in the Town of Scarborough, County of Cumberland, State of Maine, and as set forth in the house plans, accompanying documents and exhibits, as set forth or referenced in specifications below.
29. **Working Capital Reserve Fund-** Buyer must pay at closing a one time amount equal to (4) four month of common charges to the Master Association Working Capital Reserve Fund and (2) two months common charges to the Homeowner Association Working Capital Reserve Fund.
30. **Code Changes.** If any local or state building codes change during construction that cause Seller additional work, cost shall be incurred to buyer.

THIS CONTRACT SUPERCEDES ALL OTHER CONTRACTS.

In Witness whereof, the parties hereto have executed this Agreement with an effective date as of _____, 2011 (The "Effective Date" of this Agreement).

SELLER:

BUYER:

CHAMBERLAIN CONSTRUCTION, INC
dba Chamberlain Homes

s/_____

By: _____
Its President

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

s/_____

Mailing Address:

Tel: _____

Fax: _____

Cell _____

Email _____

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

Buyer agrees to allow Seller to contact Buyer's lender for directly related information necessary to fulfill the terms of this agreement.

HOW DO YOU WISH TO TAKE TENANCY ON DEED

JOINT ___
SOLE ___
(Check One)

Specifications

Maine Attorney General Home Construction Warning

Sellers 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.

Sellers Are Not Licensed – Buyer Beware!

While there are a great many competent, ethical home Sellers in Maine, it is up to *you*, the consumer, to find one. Home Sellers 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 Sellers to compete for your business alongside the best. The Attorney General’s Consumer Mediation Program ranks home Sellers among the top three most complained about businesses every year.

We *strongly* recommend that you ask any Seller 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 Sellers in your area.

Although home construction Sellers 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.

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 Seller 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 Seller Complaints Received by the Attorney General

You can find out if a particular Seller 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 Seller was wrong.

Home Sellers the State Has Sued

In the recent past the State has successfully sued the following home Sellers 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 Seller 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 Seller'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/>.