

**MAINE SUPPLEMENT**

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(Customer's Last Name/First Name)

(Store No.)

(Order No.)

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(Salesperson's Name, if any)

The terms and conditions of this Supplement apply to all Home Depot (interchangeably referred to as "The Home Depot") Home Improvement Agreements in Maine and are expressly made a part of all such agreements. In the event of any conflict, inconsistency or discrepancy between the terms of Your Home Improvement Agreement and this Maine Supplement, the terms of this Supplement shall control.

**Payments:** The Maine Revised Statutes ("M.R.S."), at 10 M.R.S. § 1487(5), provides that you are not required to pay more than 1/3 of the total contract price as an initial down-payment on this contract. Pursuant to 10 M.R.S. § 1489, however, the parties are permitted to agree to a down-payment in excess of 1/3 of the total contract price.

I/we, \_\_\_\_\_ / \_\_\_\_\_, having been advised by Home Depot of the provisions of 10 M.R.S. § 1487(5), which provides that I/we cannot be required to pay more than 1/3 of the total contract price as an initial down-payment on this contract, do hereby agree to opt out of that provision, and agree to pay the entire contract price in full in lieu of an initial down-payment.

Customer Signature(s): \_\_\_\_\_ / \_\_\_\_\_

Printed Name(s): \_\_\_\_\_ / \_\_\_\_\_

Date: \_\_\_\_\_ Location of work \_\_\_\_\_

Service Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**LIMITED WARRANTY:** 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. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

**ENERGY EFFICIENCY:** Chapter 214 of M.R.S. establishes minimum energy efficiency building standards for new residential construction. The work to be performed under this Agreement is neither new residential construction nor an addition to existing residential construction.

**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 (check 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. They are optional. If the parties do *not* select one of these dispute resolution options, check here: ( X ).

**CHANGE ORDER:** Any alteration or deviation from the above contractual specifications that result in a revision of the contract price will be executed only upon the parties entering into a written change order.

### **NOTICE TO CUSTOMER**

HOME DEPOT STRONGLY ADVISES ITS CUSTOMERS TO VISIT THE MAINE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE FOR IMPORTANT INFORMATION REGARDING THEIR RIGHTS RELATED TO CONSTRUCTING OR REPAIRING THEIR HOMES OR WITH REGARD TO CONTRACTS FOR SUCH CONSTRUCTION OR REPAIR. THE ADDRESS FOR THE ATTORNEY GENERAL'S WEBSITE IS [www.state.me.us/ag](http://www.state.me.us/ag). THE ATTORNEY GENERAL'S PHONE NUMBER IS 207-626-8800.

THE ATTORNEY GENERAL'S WEBSITE ALSO CONTAINS IMPORTANT INFORMATION REGARDING COMPLAINTS OR ACTIONS FILED AGAINST CERTAIN CONTRACTORS. THIS INFORMATION CAN BE ACCESSED THROUGH THE ATTORNEY GENERAL'S GENERAL WEBSITE, OR, MORE SPECIFICALLY AT:

[www.maine.gov/ag/Index.php?r=protection&s=construction&t=](http://www.maine.gov/ag/Index.php?r=protection&s=construction&t=) OR  
[http://www.maine.gov/ag/consumer/housing/home\\_construction.shtml](http://www.maine.gov/ag/consumer/housing/home_construction.shtml)

HOME DEPOT STRONGLY ADVISES CUSTOMERS TO VISIT THESE WEBSITES TO REVIEW THE INFORMATION CONTAINED IN THEM.

### **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.

Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to [www.maine.gov/pfr/](http://www.maine.gov/pfr/).

When hiring a contractor, we recommend that you:

- Seek referrals and keep good notes. The best source of references may be:
  - friends
  - co-worker
  - independent trade contractors
  - engineers
  - family
  - building material suppliers
  - neighbors
  - architects
  - home inspectors
  - local lenders
  - banks
  - contractor's existing customers

- When meeting with a builder, be sure to ask for:
  - Number of years in business
  - Permanent business location
  - Proof of general liability insurance
  - Professional affiliations
  - Educational designations
  - List of last 5 customers
  - Proof of workers' compensation insurance for employees and liability insurance

We *strongly* recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

### **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.

### **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). 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. The files below require the free Adobe Reader:

- State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC: Judgement (PDF)
- State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC: Complaint (Word)
- In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson: Assurance of Discontinuance (Word)
- State of Maine v. Joel David Poirier: Complaint (Word)
- State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.: Judgment by Default (PDF)
- State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgment (PDF)
- State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Complaint (PDF)
- State of Maine v. CBS Enterprises (PDF) (Kimberly Mark Smith and David J. Blais),
- Default Judgment in CBS Enterprises (PDF),
- State of Maine v. Frederic Weinschenk (PDF) d/b/a Ric Weinschenk Builders, Inc.,
- State of Maine v. Stephen Lunt (PDF) d/b/a Lakeview Builders, Inc.,
- State of Maine v. Albert H. Giandrea (PDF) d/b/a AG's Home Quality Improvements, Inc.,
- State of Maine v. Al Verdone (PDF),
- State of Maine v. Mikal W. Tuttle (PDF), d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
- State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction (PDF)

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper (State of Maine v. Harold Soper (PDF)) and Mikel Tuttle (State of Maine v. Mikel W. Tuttle (PDF)). 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.

**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. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.**

## NOTICE OF CANCELLATION

\_\_\_\_\_  
(Print/type date of transaction)

\_\_\_\_\_  
(Contract number)

You may **CANCEL** this transaction, without any Penalty or Obligation, within **THREE (3) BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN (10) BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) calendar days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, TO

\_\_\_\_\_  
(Print/type name of seller or seller's authorized representative)

**AT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print/type address for receipt of Cancellation Notice)

**NOT LATER THAN MIDNIGHT OF**

\_\_\_\_\_  
(Date – **THREE (3) BUSINESS DAYS** from the date of transaction)

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

\_\_\_\_\_  
(Buyer's printed name)

**NOTICE OF CANCELLATION (required duplicate)**

\_\_\_\_\_  
(Print/type date of transaction)

\_\_\_\_\_  
(Contract number)

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(Date)

\_\_\_\_\_  
(Buyer’s signature)

\_\_\_\_\_  
(Buyer’s printed name)