

Maine Supplement

Customer's Last Name/ First Name	Store No.	Order No.
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The terms and conditions of this Supplement apply to, and are expressly made a part of, the attached Agreement between You and Home Depot U.S.A., Inc. (interchangeably referred to as "The Home Depot" or "Home Depot").

Payments: Maine Statute 10 MRSA § 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 MRSA § 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 NRSA § 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: _____ Date: _____

Printed Name: _____ Location of work _____

Home Depot: _____ Date: _____

SCOPE: This Agreement is between You and Home Depot. Under this Agreement, Home Depot does not perform installation, but arranges for Professional to do so directly or through Professional's specialty subcontractors. Home Depot does not provide or arrange for architectural/engineering services or structural changes to dwellings. You will not pay anything to Professional for the services specifically set out in this contract, although Professional may present this Agreement to You for Your review and signature and/or collect Your payment(s) to Home Depot on Home Depot's behalf. Installation will, subject to any Change Order, be completed in substantial conformance with the attached Invoice or Specifications. Should any work in addition to or in lieu of that set out in this contract be required, a written Change Order must be completed, as described in "Changes and Change Orders". Any work performed other than that specifically set out in this contract or a proper Change Order shall be considered to be the subject of a separate contract between the customer and the Professional and performed at Your expense, payable directly to the Professional, and Home Depot shall have no responsibility or liability for such work.

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.

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: _____.

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. 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=. 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.

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 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, to go 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/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 judgment 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/>.