



Residential Services Terms and Conditions

INITIAL DEPOSIT & FINAL PAYMENT

A deposit payment of one-third (1/3) of the total contract value is due no later than when CertaPro Painters® of Maine provides you an estimated start date. Your balance will be due in full upon project completion.

PROGRESS PAYMENTS

A progress payment equal to the value of work completed may be required for projects that extend (14) calendar days beyond the start date, regardless of reason for extension or delay. Requirement for progress payments will be at the sole discretion of CertaPro Painters® of Maine.

LATE FEES AND COSTS OF COLLECTION

Late charges of 1.5% monthly/18% annually will be assessed for all late payments. In the event that any payment remains unpaid and due ninety (90) days after billing, customer shall also be liable for all costs of collection, including attorneys' costs and fees, and the hourly cost to contractor for employee time expended in collection efforts.

PAYMENT METHODS

We accept checks, credit cards and ACH payment. If paying with check, please provide check made out to CertaPro Painters® of Maine to the Job Site Supervisor assigned to your project. If paying by ACH or CREDIT CARD, go to <https://certapro.com/maine/pay-now/>. You may also call (207) 878-5935 to make payment.

MAINE HOME CONSTRUCTION CONTRACT ACT

CONSUMER INFORMATION. The Home Construction Contracts Act requires the Contractor to include the following statement in all residential construction contracts: CUSTOMERS ARE STRONGLY ADVISED TO VISIT THE MAINE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO OBTAIN CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING A HOME AT: http://www.maine.gov/ag/consumer/housing/home_construction.shtml OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 State House Station, Augusta, Maine 04333 1-800-436-2131. Notwithstanding the provision of the Home Construction Contract Act that requires the Contractor to attach a copy of the Attorney General's consumer protection information sheet on home construction and repair, the Owner agrees to obtain an up-to-date copy of that statement from the Attorney General's website and agrees that a copy of that statement will not be attached to this contract as an addendum.

ACKNOWLEDGMENT. The Owner acknowledges that the State of Maine Home Construction Contracts Act, 10 M.R.S.A. §§ 1486 et seq., requires all contracts for construction affecting owner-occupied one- to four-family residences in Maine to be in writing, unless the value of the work is less than \$3,000.00. The Act requires certain provisions to be included in all such contracts, unless the Contractor specifically informs the owner of the provisions of the Home Construction Contracts Act and the parties mutually agree to a contract which does not contain the provisions required under the Home Construction Contracts Act. Therefore, by signing this contract, the Owner acknowledges that it has been informed that this contract does not comply

with the provisions of the Home Construction Contracts Act as set forth below and, nonetheless, agrees to be bound by terms of this contract.

CHANGES IN THE WORK. Any alteration or deviation from the above contractual specifications that results in a revision of the contract price will be executed only upon the parties entering into a written change order.

INSULATION AND ENERGY STANDARDS. The Owner acknowledges that the Work will be performed in accordance with the Contract Documents and that the Work will include the insulation specified in the Contract Documents and may or may not meet the energy standards established by State of Maine. Nonetheless, the customer waives the provisions of the Home Construction Contracts Act that require certain disclosures related to insulation and energy standards and specifically waives any requirement that the Contractor provide the disclosures required under 10 M.R.S.A. §§ 1481, et seq, and/or any requirement to make a statement of compliance or noncompliance with the provisions of 10 M.R.S.A. §§ 1411, et seq.

MAINE HOME CONSTRUCTION CONTRACTS ACT WARRANTY. The parties acknowledge and waive the warranty language provided in 10 M.R.S.A. § 1489, and in lieu of the same, rely on the warranty provided by contractor in this contract.

DISPUTE RESOLUTION. The parties waive their right under the Maine Home Construction Contracts Act to select between binding arbitration, non-binding arbitration, mediation with a neutral mediator or none of the preceding and agree, if a dispute arises out of or in connection with the Work or this contract, to resolve any dispute arising from or related in any way to this contract through binding arbitration. The parties further agree that mediation shall be condition precent to binding arbitration. Nothing in this paragraph shall be construed to preclude the Contractor from taking any steps necessary or required for the perfection or preservation of its mechanics lien rights under Maine law.