



Purchase and Sale Agreement Single Family Home in Cascade Falls

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between Park North Development LLC (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:

1. **Property To Be Sold:** Located in Cascade Falls.
Street address to be:

2. **Work Dates-**

Work is anticipated to commence on or about _____ and the estimated date of substantial completion and closing will be on or about _____. * Buyer's lender may require additional time to close after completion.

The anticipated work dates are subject to change due to delays caused by occurrences beyond Seller's control, including but not limited to, permit delays from Government officials, 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 7 days from receipt of Certificate of Occupancy Seller shall market the property for sale to other Buyers on the open market and Buyer forfeits all down payments and deposits.

3. **Purchase Price:** The agreed purchase price and payment is as follows: \$
Four Hundred Twenty Thousand US Dollars

PAYMENTS, in satisfaction of the total purchase price, Buyer shall pay to the Seller as follows:

Lot reservation of \$ _____ (already paid) and a down payment of \$ _____ due at the signing of this Agreement. The lot reservation and down payment check shall be made payable to Park North Development LLC. The lot reservation payment and down payment will be non-refundable, used by Seller and applied to purchase price. Balance of purchase price is due at closing by certified or bank check.

Buyer's Initials _____

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.** At the time of signing the Agreement, Buyer shall provide Seller with a pre-approval letter from a Lender showing Buyer, subject to verification of information, is qualified for the loan requested.

Buyer shall provide Seller with a loan commitment letter (including a satisfactory appraisal) from Lender within 30 calendar days of the Effective Date of the Agreement. Buyer agrees to supply Seller with a copy of the appraisal. Failure to deliver such a commitment shall constitute a default by Buyer under this Agreement; in such event Seller reserves the right to proceed with construction of the unit and publicly market the property to replacement Buyers, to sell the unit to a replacement Buyer, or to halt construction at its discretion. If there are any delays in closing due to delay by Buyer or Buyer's lender, any added financing and other cost incurred by Seller will be added to the Agreement Price

If Lender requires Buyer to establish an escrow account for items not completed due to weather (paving, lawn, landscaping, etc.), Buyer is responsible for all cost associated with the establishment of the escrow account and release of funds.

If Buyer chooses to pay cash instead of obtaining financing, Buyer shall provide Seller with proof of funds required to purchase the property at the time of signing the Agreement.

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. Email or text messages are acceptable forms of written approval. Additional time may be added to contract deadline to complete the work. If for any reason there is no change order signed by Buyer, then the specifications shall remain unchanged.
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, unless roof leaks are due to Seller defect of labor and materials, as part of the one (1) year limited warranty period.

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 Agreement 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 and 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 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. Buyer must make the house available during normal working hours. Buyer must notify Seller of any issues that may arise. If Buyer hires and pays an outside contractor to make repairs, Seller will not reimburse Buyer.
12. **Risk of Loss and Insurance.** Until the Deed is delivered to Buyer at closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall maintain insurance on the property. If the premises are destroyed more than 70% of its value prior to closing, Buyer and/or Seller may choose to terminate this Agreement and refund the down payment.
13. **Assignment.** This Agreement is not assignable.
14. **Resolution of Disputes.** If a dispute arises concerning this Agreement 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 Agreement will be construed according to the laws of the State of Maine. This Agreement 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 Agreement made by the other or on their behalf. NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED A PART OF THIS AGREEMENT OR BINDING UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND SELLER.

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

Agency:

Address:

Agent:

Compensation due:

Buyer represents and warrants that no real estate compensation is due to any person except the agent 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 an agent compensation on in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with Buyer.

17. **Proration:** Fuel, taxes & Association dues shall be prorated and charged to Buyer as of closing date. Fuel will be priced on a cash retail basis as of the date of delivery 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 payments and deposits. 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 and deposits.

19. **Utilities.** Buyer is responsible for final activation of utilities; phone, cable or other source, CMP, sewer & water Co. for personal utility hook-ups and should be put in Buyer's name as of closing date.

20. **Construction Site.** For Buyer safety, Seller strongly recommends Buyer not enter property during the terms of this Agreement without being accompanied by a representative of Seller. Seller will not be responsible for injury or damages to or from Buyer. Buyer will not attempt to store any personal belongings or other property at the home during the terms of this Agreement. _____ Please initial.

21. **Receipt of Documents.** Prior to signing this Agreement, Buyer hereby acknowledges having received and reviewed the Association documents. _____ 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 the deposit and down payment is intended to

Buyer's Initials _____

compensate Seller for the risk of such costs, obligation and expenses. Seller therefore shall have the right to use the down payments and deposit funds for the initial construction of your home. Buyer acknowledges that upon the execution of this Agreement, the down payments and deposits shall be deemed fully earned by Seller by virtue of this Agreement and such down payments and deposits shall be entirely non-refundable.

23. **Specifications.** The attached Specifications are a part of this Agreement. If it is not written in this Agreement, it is not included. If there is a discrepancy between the plans and the Agreement, the Agreement overrules. All verbal discussions during negotiation stage, regarding items to be included in the Agreement price, must be written in this Agreement 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 constructing their home. 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 Agreement is a binding Agreement when signed by both Seller and Buyer. Counterpart originals and signed emailed or facsimile copies of this Agreement 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 agent 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 at the address written in this agreement 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 onetime amount to the Association for the Working Capital Reserve Fund. The amount due at closing is: \$_____. (\$_____ x 4 months = \$_____ to the Master Association and \$__ x 2 months = \$_____ to the Homeowner Association). Amount due is subject to change if Association budget changes prior to closing. _____ Please initial.
30. **Code Changes.** Buyer will be billed for any additional cost to Seller if there are changes in the local or State building code, after Buyer and Seller sign the agreement.

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

SELLER:

BUYER:

PARK NORTH DEVELOPMENT, LLC

s/ _____

By: _____
Its Member

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

HOW DO YOU WISH TO TAKE TENANCY ON DEED

JOINT _____

SOLE _____

(Check One)

Buyer's Initials _____