

Leighton Farm
Addendum to Purchase and Sale Agreement

Date:

Property: Lot _____ Leighton Farm

Builder: NLM Enterprises, LLC

Purchaser:

This New Construction Specification Sheet Addendum is to supplement a Purchase and Sale Agreement. This Addendum is to be signed upon signing Purchase and Sale Agreement. If work is not specified in the Purchase and Sale Agreement, Builders Spec Sheet or on Buyers final plan, then it is not included. Any options shown on preliminary plans are for illustrative purposes and need to be initialed by both Builder and Buyer and on Spec Sheet to be included.

Estimated start date for work on this home shall be _____ and the estimated completion Date _____. This date may be subject to change due to delays caused by events out of the control of builder including, but not limited to, material and labor delays, damaged or stolen materials, add-ons or changes requested from buyer, failure to select allowance items in a timely manner, loss or damage from fire, weather related events or acts of nature. Even if due to builders alleged negligence or fault buyer agrees that builder is not responsible for delays due to the foregoing circumstances and that regardless of the source of delay, builder shall have no responsibility for interest rate increases if the construction time exceeds buyers mortgage lock in interest rate deadline. If house is completed early and Certificate of Occupancy is issued, buyer agrees to closing within 10 Days of notification up until contract closing date. If completed on or after contract closing date buyer agrees to close within 3 days of notification of completion.

All deposits are to be held by builder and are non-refundable.

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Water Supply

X	Public – Portland Water District
	Drilled well with pump, pump tank and all piping. Builder is not responsible for quality of water. If any type of filtration system is needed, buyer shall be responsible for purchase and installation.
X	Notes: Installed by builder

Sewer

X	Public Sewer – Scarborough Sanitary District
	Septic Tank and Leach Field
	Other
X	Notes: Installed by builder – Lots require E1 pumps. Supplied and installed by builder

Roof Shingles

X	Asphalt – Certainteed Landmark Series Architectural Shingles
	Wood Material
	Fiberglass
	Other
X	Notes: Continuous ridge vent covered with roof shingles and aluminum shed step flashing where required. Gutters are NOT included. Should buyer wish to have installed, buyer shall pay for labor and materials. Shingle color to be chosen from samples provided by builder.

Exterior Covering

X	4” Vinyl Clapboard
	Masonite Board
	Other
X	Notes: Colors to be chosen from samples provided by builder. Windows to include wide trim. Shutters are optional – To Be Quoted By Builder.

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Windows

<input checked="" type="checkbox"/>	Insulated Double Glass	<input checked="" type="checkbox"/>	Vinyl White
	Single Pane Glass		Wood Primed
	Triple Glass		Wood Un-Primed
<input checked="" type="checkbox"/>	Notes: Kohltec Windows. Specs available on request.		

Exterior Doors

<input checked="" type="checkbox"/>	Metal Insulated – Therma Tru Smooth Star Fiberglass Doors
	Wood
	Other
	Notes: Chosen from builder selections. Buyer to choose hinge finish. Either Brushed Nickel or Oil Rubbed Bronze. Additional Door Choices – To Be Quoted By Builder. Builder to choose all Fire-Rated Doors where required. Exterior doors can be painted for \$250 each – Paint must be Sherwin Williams color.

Garage Doors

<input checked="" type="checkbox"/>	Steel, Insulated Door - Amarr Stratford or Oak Summit 3000 series White, includes torsion springs 2” standard lift, hardware, and a glass top section with inserts. Includes opener.
	Notes: Includes white doors, openers, and remotes. Decorative Hardware is Optional – To Be Quoted By Builder.

Exterior Basement Access

	Metal bulkhead
<input checked="" type="checkbox"/>	Doghouse Dormer
	Other – Per Plan
	Notes: Daylight basement is a possibility on some lots at extra cost

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Front Steps

	Pressure Treated Wood
X	Notes: Composite decking on stairs and front porch.

Exterior Deck

X	Yes: Pressure Treated Wood off first floor living area 12x12 – Deck and Railings
	No
	Other
	Notes: Upgrade to Cedar Deck and Railings - add \$1600.00 Upgrade to Composite Deck with Vinyl Railings - add \$3400.00

Wall Cover and Paint

	Notes: 1/2" sheetrock with taping and sanding is standard throughout the house. See further "Notes" Section of this form. Buyers shall have the option to choose up to two colors via (Sherwin Williams) Any additional color shall be \$250.00 per color fee. Builder shall have right to approve colors.
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Interior Trim and Base

X	Colonial Trim Style
	Clamshell
	Other
X	Notes: 5 1/4" Colonial Base Mold with Stafford Casing Trim. Painted White All Built-Ins Optional - To Be Quoted By Builder

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Ceilings

X	Flat
x	Sprayed
	Textured
X	Notes: Painted White

Insulation

Location	Amount	R-Factor
Sidewalls	6"	R-21
Roof Cap	12"	R-49
Basement Ceiling	6"	R-30
Notes: The installation of insulation in the proposed construction will meet or exceed the new energy codes which establishes minimum energy building standards for new residential construction.		

Flooring

Allowance:	\$10,000
All flooring material and installation by Classic Flooring. Hardwood Stair Treads are not included in allowance. To Be Quoted and installed by Builder and stained to match Hardwood Flooring.	

Lighting/Electrical

Allowance:	\$1,200 (includes all interior and exterior light fixtures and ceiling fan fixtures)
Notes: Inclusions: 1 overhead or wall fixture per room. 2 kitchen island pendants. Bath vanity lights and fan/light combos. 6 recessed lights. 1 cable outlet in kitchen/living area and 1 per bedroom. Up to 3 phone jacks. All necessary appliance wiring. Basement and garage will be single bulb keyless fixtures as determined by builder. 2 Exterior GFI outlets. Door chime. Extras to be determined during electrical walkthrough: See List supplied by Electrician for cost of extras. Service to be 100 AMP panel. All work to meet or exceed local and state codes.	

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Kitchen and Bath Cabinets and Sinks

Allowance:	\$10,000 - See Notes
X	Kitchen Sink - Single or Double Bowl Stainless Steel – Chosen with Kitchen Design
X	Bathroom Sinks – White Porcelain - Chosen by Builder
	Other

Notes: Includes kitchen and bath cabinetry, hardware and countertops. If granite countertops are chosen, installation and sinks are included in allowance. If other countertops are chosen, buyer to pay builder for installation and sinks. Contact Scott Plummer at Hillside Lumber 207-839-2575. Buyer to give appliance specifications for size at time of kitchen design. Garbage Disposal, add \$350.00 for unit and installation. Installation of all farm sinks is extra and to be quoted by builder.

Kitchen Appliances

Allowance:	No Allowance
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Notes: Builder does not install appliances. Builder recommends LP Appliance as they offer installation. Buyer to give builder appliance specifications for size and wiring prior to framing. Water Line for Refrigerator is included. If Gas Stove, add \$250.00 for each gas line installation. If Microwave/Hood to be vented outside, add \$500.00.

Bath Fixtures/Plumbing

Allowance:	No Allowance
X	All Tubs and Showers are 1 piece fiberglass units. 1 per bathroom.
X	All Toilets are Elongated

Notes: Fixtures are Kohler Devonshire Series or similar. Comfort height toilets add \$125 each. Finish to be Brushed Nickel or Oil Rubbed Bronze (add \$500.00). All standard fixtures/sinks/tubs/toilets to be chosen, supplied and installed by Builder. Custom Tile Showers, Soaking Tubs and Utility Sinks are Optional - To be quoted by Builder and not available on all plans.

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Chimney – None - Direct Vent

	Type	Hearth	Material
	Woodstove Hook-up	No Hearth	Brick
	Gas Fireplace	Flush Hearth	Stone
X	Notes: NO CHIMNEY-Direct Vent Heat System.		
	Gas Fireplaces not included in base price – If shown on plan it can be added for \$5,000. Mantel to be chosen by builder and painted white. Surround to be Absolute Black Granite.		

Heat System

X	Gas Fired – Bottled Propane
	Oil fired – forced hot water baseboard (3 Zones)
	Other:
X	Notes: Wall Hung FHW multi zoned system

Hot Water

	Electric
X	Off boiler
	Notes: On Demand Hot Water.

Driveway

X	Blacktop – Basecoat Only
x	Notes: Width of garage extending to street. Basecoat Only. Will be done prior to closing if weather permits. It is recommended that buyer, at their own expense finish topcoat in 6 months to a year. If paving cannot be done, builder shall escrow the amount quoted until paving can be completed. Funds shall be released upon completion. 3rd Car parking space to be quoted by builder.

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Loam and Seed

Notes: All disturbed areas around the house to be loamed and seeded. If seasonal conditions do not allow for home to be graded, loamed and seeded prior to closing, this will not be a condition of the contract and no Builder escrow will be held. Buyer and Builder agree to complete at first agreeable date. Lawns and maintenance are not warranted by Builder after closing and are the sole responsibility of the Buyer.

Other notes:

1. **Inspections and Punch List:** New Construction Home. Contract is not contingent on inspections. Buyer is encouraged to do any/all inspections at their own expense upon notification of substantial completion of home by builder. Seller agrees to remedy all reasonable punch list items requested by buyer. Should seller and buyer not agree on what is reasonable, brokers involved in transaction shall select a mutually agreeable builder to determine such. Builder to complete closing punch list within 30 days after closing. Builder not responsible for damage caused by Buyer or normal wear and tear to home.
2. **Radon Air Results:** Builder installs passive radon pipe system during construction. Buyer to pay for radon test if desired. and should it be deemed high, buyer is responsible for any further mitigation at buyer expense.
3. **Vents:** included in all baths
4. **Smoke/CO2 Detectors:** to be installed per code by builder
5. **Access to property:** Builders liability does not allow buyers to enter property unattended or during hours when subcontractors are on site. Buyers shall not enter property without their agent. Notice to enter property is required. Builders agent shall be notified by buyer’s agent prior to entry.
6. **Washer and dryer hook-ups:** Hook-ups included and installed according to plan location. Appliances are not included. Builder will not install washer/dryer. If Gas Dryer, add \$250.00 for each gas line installation.
7. **Dryer vent:** included and installed by builder according to plan location
8. **Closets:** White Wire Shelving. Builder to determine the best location and installation of all closet shelving. Buyer may add additional shelving at own expense. To be quoted by builder.
9. **Door Stops, Toilet Paper Holders, Towel Holders, Mirrors:** Not included. Builder does not install.
10. **Concrete:** 10 inch thick by 20 inch wide wall footings, 2’x2x10 column footings. Lally Columns: 3 1/2 inch concrete filled columns. See plans. Foundation: 8 inch thick wall by 7 foot 6 inch high full basement walls. Slabs: 4” thick 3000 psi poured

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concrete basement slab over ten inches of ¾ inch stone. Foundation walls to be 3000 psi poured concrete.

11. **Builder disclaimer:** Builder specifically disclaims any liability for incidental or consequential damage to any person, the building, other components or any other real property resulting from a defect. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumer products, so the above limitations or exclusion may not apply to you.
12. **Receipt of Documents:** Buyer hereby acknowledges receipt of subdivision plan, bylaws and/or association covenants, real estate disclosures, and copy of the deed
13. **House Number:** Buyer shall select house number as provided by town, purchase and deliver to home prior to Occupancy Permit. Builder shall install.
14. **Sheetrock:** All house walls and ceilings to receive ½ inch regular drywall with joint compound sanded to a smooth surface ready to paint. Garage house walls and ceiling to be 5/8 inch fire rated drywall.. Trim/Tex Trim used in garages, basement stairs, etc to eliminate unfinished edges. Smooth Ceiling figured. No Textures. No work in basement. Garage Sheetrock shall be primed only. NO CHINESE DRYWALL
15. **Interior doors:** Interior doors to be Masonite Molded Panel Series unless another builder sample is chosen by buyer prior to ordering.
16. **Custom House Plans:** If not under contract, Buyer to pay \$1,000.00 non-refundable deposit for custom house plans prior to contract. To be credited to buyer at closing.
17. **Allowances:** It is important to choose allowance items in a timely manner in order to stay on schedule. Credits and Overages shall be added to your final bill. Builder/Suppliers may require additional deposits at any time during construction for extras and change orders.
18. **Change Orders:** Any alteration or deviations from the plans and specifications will be effective only with a written change order approved by both parties detailing all changes to the scope of the work. However, any change orders provided by builder to buyer shall be deemed approved unless a written objection is received within 10 days of submission. At the option of builder if there is no change order signed by both parties, then specifications remain unchanged. Builder may require an additional deposit and/or extend the time to complete work for any change order.
19. **Excavation:** Digging for foundations will be done to a depth as required for installation of footings on undisturbed soil (Min 48 Inches below grade). Back fill in basement below slab with ¾ inch crushed stone to the depth of the footings. Back fill exterior of foundations with sand in order to improve drainage away from house. Finish grades will allow for natural drainage away from home. Builder shall loam and seed disturbed areas. Seed shall be contractor mix. Adequate watering and proper care of the lawn is the responsibility of the buyer.
20. **Limited Warranty:** A one years (1) limited warranty is included in this contract for defects in the work furnished by builder. Buyer must notify builder in writing within the warranty period. In addition to any additional warranties agreed to by the

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parties, builder 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 the habitation or appropriate use. The warranty rights set forth in the Maine uniform commercial code apply to this contract. This warranty excludes: Normal movement of wood, shrinkage, expansion, warping, normal sheetrock stress cracks, natural characteristics of wood (including floors), paint smudges, chipping, the lawn and driveway, damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property, defects in items separately purchased or installed by buyer or anyone else except by builder. Builder is not responsible for allergies, asthma or other respiratory ailments affected by newly constructed homes. Builder is not responsible for leaks due to snow covered roofs which are not shoveled or buyers failure to maintain adequate heat. The builder warranties do not cover normal maintenance or conditions resulting from accidents, wear and tear, misuse or negligence of buyer or other persons. If buyer does not notify the builder in writing of defective work within the earlier of one year (1) of issuance of certificate of occupancy, buyers problem will not longer be covered by this warranty or any other express or implied warranty. This warranty is not transferable. Buyer shall supply builder with a proposed punch list two days prior to closing. Builder will do a walk through with buyer immediately prior to closing to create a mutually agreed upon punch list.

- 21. **Scope of work:** Builder shall provide all labor, materials, equipment, and subcontractors necessary for completion of the work, except otherwise stated. Buyers are not permitted to supply their own labor, materials or subcontractors.
- 22. **Temporary power:** Builder shall provide temporary power during construction of project
- 23. **Temporary heat:** Builder shall provide temporary heat for the construction of this project if necessary. Gas in tanks however, shall be pro-rated at closing.
- 24. **Supervision:** Builder shall provide project supervision for their workers and subcontractors during construction period.
- 25. **Permits/fees:** Builder is responsible for all permits directly related to house construction.
- 26. **Photography:** Builder reserves the right to photograph interior and exterior of home, show property and hold open houses to prospective buyers until closing date. Builder reserves the right to use interior photos and photograph exterior of the home for current and future marketing purposes both before and after closing.
- 27. **Certified funds:** Buyer agrees to have their title company provide builder/seller with certified funds at closing. This clause shall take precedence over any language in standard Maine Association Of Realtors Purchase and Sales Contract.
- 28. **Mailbox:** Buyer to notify USPS for mail delivery upon closing of home and use cluster box provided by USPS as mail receptacle.
- 29. **Construction Disputes:** Should any CONSTRUCTION related dispute arise between buyer and builder as parties to this contract, such dispute shall be settled through arbitration by either the American Arbitration Association or National

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Academy of Conciliators. The decision of the Arbitrators shall be final and binding. Should either party hire a lawyer before exhausting the arbitration process, that party agrees to be fully responsible for their own attorney costs.

- 30. **Utilities and Insurance:** Buyer is responsible for final hook up and changeover of existing utility accounts as of date of closing. Including but not limited to, electricity, telephone, cable, heat fuel or other source, homeowners insurance, and water/sewer. Buyer agrees to pay for all utilities/insurance charges not changed over after closing date.
- 31. **Dehumidifiers:** Relative Humidity in the basement of a new home should be 50% or less. All new homes contain moisture as the foundation cures, but also the ground contains water as well that can be absorbed into the foundation causing additional moisture. The builder highly recommends the buyer install a dehumidifier and it should run consistently to reduce basement moisture regardless of time of year. It is suggested that it could require two dehumidifiers to run up to two years to fully cure the basement and achieve the desired humidity levels. Maintaining the humidity levels in the basement is fully the responsibility of the buyer. Builder is not responsible for any future basement moisture.
- 32. **Basement Cracks:** Basement cracks in walls are typical through the curing process. If the crack leaks during heavy rains, seller to address. Non-leaking cracks in walls/floor will not be repaired by seller.

33. Carpentry:

- Floor Joists: 2x10 16” O.C First and Second Flr
- Floor Sheathing: Sub-Floor shall be ¾ inch Advantech
- Underlayment: ½ “ plywood for all tile
- Girders/Headers: Build up #2 SPF wood or laminated Veneer Lumber size as required by local code
- Bridging: 1’x3” Wood cross bridging, install 1 row for spans over 8’.
- Wall Studs: 2”x6” 16 O.C Ext. Walls 2’x4” 16 O.C Int. Walls. 2’x6” 16 O.C Garage Walls.
- Blocking: Install #2 SPF Solid nailers for all cabinets and casework
- Wall Sheathing: 7/16” OSB sheathing nailed 6” O.C
- Roof Rafters: 2’x10” 16 O.C.
- Roof Sheathing: ½” 5 ply CDX plywood nailed 6” O.C
- Ceiling strapping: 1x3 16” O.C wood strapping. Apply to ceilings that receive drywall
- Ceiling Joists: 2”x6” 16 O.C and Ceiling heights as per plans.

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Home Construction & Repair: 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/pfrhome.htm.

When hiring a contractor, we recommend that you:

- Seek referrals and keep good notes. The best source of references may be:
 - friends
 - co-workers
 - 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

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- 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. 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. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgment \(PDF\)](#)

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- [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. Bob Burns \(PDF\)](#) d/b/a Better Homes,
- [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.A. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.

[Download a printable PDF file of the Maine Attorney General Home Construction Warning \(PDF\)](#). This file requires the free [Adobe Reader](#).

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Note: each page to be initialed at the bottom of the page

_____	_____	_____	_____
Witness	Date	Buyer	Date
_____	_____	_____	_____
Witness	Date	Buyer	Date
_____	_____	_____	_____
Witness	Date	Seller	Date
_____	_____	_____	_____

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