



INSTRUCTIONS — NOT PART OF THE AGREEMENT

How to Use This Template

This template was built by **jaspector.com** to help Maine homeowners protect themselves when hiring a contractor. It covers the key provisions required by Maine law, including deposit limits under the Home Construction Contracts Act, cancellation rights, mechanics' lien protections, and the Attorney General's consumer protection framework.

Before You Begin: This template is an educational starting point — not a finished contract, and not legal advice. Maine law imposes specific requirements on home construction contracts, and local jurisdictions may add further obligations. Have this document reviewed by a Maine-licensed attorney before use. Use of this template does not create an attorney-client relationship, and jaspector.com assumes no liability for any outcomes arising from its use.

Steps to Follow

1. **Verify trade licenses.** Maine does not require a statewide general contractor license for most residential construction. However, electricians, plumbers, and certain other trades must be licensed through the Maine Department of Professional and Financial Regulation (PFR). Use the PFR licensee search at maine.gov/pfr/consumer/licensee-search to verify. Also contact your local municipal code enforcement office — Maine's building permit and contractor requirements are administered locally.
2. **Download and print this document.** Fill in all blank fields — do not leave any section empty. Maine law requires a completely filled-in contract before work begins.
3. **Review each Maine callout box.** These notes highlight state-specific legal protections. Read them carefully — they explain your rights as a homeowner.
4. **Both parties sign.** You and the contractor each get a signed copy before any work starts.
5. **Consult an attorney.** This template is a starting point. For large projects or complex scopes, have a Maine-licensed attorney review the agreement.

Field-by-Field Guide

- **Section 1 (Parties):** Fill in legal names exactly as they appear on official documents. List any applicable trade license numbers (electrical, plumbing, etc.). Verify these against the PFR licensee search before signing.
- **Section 2 (Scope):** Be as specific as possible. "Kitchen remodel" is not enough — list materials, dimensions, finishes, and what is excluded. Maine's local permitting process often requires detailed scope descriptions.
- **Section 3 (Payment):** Maine law (10 MRSA §1487(6)) caps your initial deposit at **one-third (1/3) of the contract price**. A deposit exceeding this limit is a violation of the Maine Home Construction Contracts Act. Tie every payment to a completed milestone, not a calendar date.

- **Section 4 (Timeline):** Get start and completion dates in writing. Fill in the delay penalties — these protect you if the contractor falls behind.
- **Section 7 (Warranties):** Maine implies a statutory warranty of workmanlike performance (10 MRSA §1487(8)) that cannot be waived. Fill in the contractual warranty period — one year is common; negotiate for more on major work.
- **Section 9.3 (Cancellation):** If the contractor came to your home and you signed there, you have three business days to cancel under Maine's Door-to-Door Sales Act. The contractor must give you a written cancellation notice and two copies of a cancellation form at signing.
- **Section 14 (Exhibits):** Attach all plans, specs, and applicable trade license printouts. Check each box for what you are including.

Maine Legal Notes

- **Section 1 — Licensing:** Maine's contractor landscape is local and trade-specific. General builders and remodelers are governed mainly through local code enforcement and permits. Electricians, plumbers, oil burner technicians, and other regulated trades are licensed at the state level through PFR. For projects involving multiple trades, verify each trade license separately.
- **Section 3.2 — Deposit cap:** The one-third deposit cap applies to "home construction contracts" under 10 MRSA §1486 — contracts for construction, alteration, repair, or improvement of residential property. It is not limited to improvements; new construction is also covered.
- **Section 9.3 — Cancellation:** The three-day cancellation right under Maine's Door-to-Door Sales Act (32 MRSA §4661) applies when the contractor solicits the sale in person at your home. It does not apply if you called the contractor and invited them over. The contractor must give you the notice at signing — not after.
- **Section 10.3 — AG Consumer Protection:** Maine's Unfair Trade Practices Act (5 MRSA §207) gives the Attorney General and private individuals the right to pursue remedies for deceptive or unfair practices in home construction contracts. Private plaintiffs may recover actual damages plus attorney's fees.
- **Section 11 — Mechanics' Liens:** Maine does not require preliminary notices. Any contractor, subcontractor, or supplier who goes unpaid can file a lien within 90 days of last furnishing labor or materials — without prior notice to you. Request lien waivers at each payment milestone.

About Jaspector

Jaspector is an AI-powered property advisory service that helps homeowners navigate construction projects, verify contractors, and resolve disputes. If a dispute arises during your project, jaspector.com can help you document the issue and build a resolution strategy.

Learn more at jaspector.com — or email hi@jaspector.com to get started.

The instructions above are provided by jaspector.com as an educational resource. They are not part of the agreement, do not constitute legal advice, and do not create an attorney-client or endorsement relationship.

MAINE HOMEOWNER-CONTRACTOR AGREEMENT

1. Parties

Homeowner (Property Owner)

Name(s) _____

Property Address _____

Mailing Address (if different) _____

Phone _____

Email _____

Contractor

Business Name (Legal Entity) _____

State Trade License Number(s) _____

License Type(s) _____

Principal's Name _____

Business Address _____

Phone _____

Email _____

Workers' Compensation Policy # _____

General Liability Policy # _____

Maine Note: Maine does not require a statewide general contractor license for most residential construction. State-regulated trade licenses (electrical, plumbing, HVAC) must be verified through the Maine Department of Professional and Financial Regulation at maine.gov/pfr/consumer/licensee-search. Contact your local municipal code enforcement office to confirm any local contractor registration requirements.

2. Scope of Work

2.1 Project Description

Describe the work in specific, measurable detail. Include materials, methods, dimensions, and reference any plans, drawings, or specifications attached as exhibits.

2.2 Work NOT Included

Explicitly list work excluded from this contract to prevent scope disputes.

2.3 Permits and Inspections

- Contractor is responsible for obtaining all required building permits
- Contractor is responsible for scheduling all required inspections
- Permit costs are: Included in contract price / Billed separately at cost

Maine Note: Building permits are administered by your local municipality. The contractor, not the homeowner, should apply for permits for licensed trade work. If a contractor asks you to pull the permit, that may indicate they lack the required trade license for that scope of work.

2.4 Plans and Specifications

- Attached as Exhibit A (architectural/engineering plans)
- Attached as Exhibit B (material specifications)
- No formal plans — scope defined by Section 2.1 above

3. Contract Price and Payment Schedule

3.1 Total Contract Price

Item	Amount
Total Contract Price	\$ _____
Sales Tax (if applicable)	\$ _____
Permit Fees (if billed separately)	\$ _____
Total Amount Due	\$ _____

3.2 Payment Schedule

Maine Law (10 MRSA §1487(6)): For home construction contracts, the initial deposit may not exceed one-third (1/3) of the total contract price. Subsequent payments must be tied to work completed — not calendar dates. Demanding a deposit exceeding one-third is a violation of the Maine Home Construction Contracts Act and constitutes an unfair trade practice under Maine law.

Payment	Amount	Trigger (Work Milestone)
Deposit	\$ _____	Upon signing (max 1/3 of contract price)
Progress Payment 1	\$ _____	_____
Progress Payment 2	\$ _____	_____
Progress Payment 3	\$ _____	_____
Final Payment	\$ _____	Completion and final inspection
Total	\$ _____	

3.3 Payment Terms

- Payments are due within ____ days of written invoice
- Acceptable payment methods: _____
- No payment shall be due for work not yet performed or materials not yet delivered to the job site
- Final payment is due only after: (a) all work is complete, (b) final inspection is passed (if applicable), and (c) Homeowner has had reasonable opportunity to inspect

4. Project Timeline

Milestone	Date
Estimated Start Date	_____
Estimated Completion Date	_____

4.1 Delays

- Contractor shall notify Homeowner in writing within **48 hours** of any event that may delay the project
- Excusable delays include: weather, permit delays, material shortages, acts of God, government orders
- Non-excusable delays exceeding ____ business days entitle Homeowner to a daily credit of \$ _____ (liquidated damages), not to exceed ____% of the total contract price
- If the project is not substantially complete within ____ days of the estimated completion date (excluding excusable delays), Homeowner may terminate this contract under Section 9

5. Change Orders

Any changes to the scope, price, or timeline of this contract must be documented in a written Change Order signed by both parties before the changed work begins.

Each Change Order shall include:

1. Description of the changed work
2. Addition to or deduction from the contract price
3. Impact on the project timeline
4. Signature of both Homeowner and Contractor

Maine Requirement (10 MRSA §1487): The Maine Home Construction Contracts Act requires that all modifications to the contract be made in writing and signed by both parties. Oral changes are not enforceable. If a contractor performs extra work without a signed change order, the homeowner is not obligated to pay for it.

No verbal agreements will modify this contract.

6. Materials and Workmanship

6.1 Materials

- All materials shall be new unless otherwise specified in writing
- Specific materials, brands, and grades are listed in: Section 2.1 / Exhibit B
- Substitutions require prior written approval from Homeowner
- Contractor warrants that all materials comply with applicable building codes

6.2 Workmanship Standards

- All work shall be performed in a professional, workmanlike manner
- All work shall comply with applicable Maine building codes and local ordinances
- All work shall conform to the plans, specifications, and scope described in this contract
- Contractor shall maintain a clean and safe job site

6.3 Subcontractors

- Contractor will / will not use subcontractors
- If subcontractors are used, Contractor remains fully responsible for their work, licensing, and insurance
- All subcontractors performing work that requires a Maine trade license must hold a valid, current license
- Homeowner may request license numbers for any subcontractor working on the project

7. Warranties

7.1 Contractor Warranty

Contractor warrants all labor and workmanship for a period of _____ year(s) from the date of completion. During this period, Contractor shall repair or correct, at Contractor's expense, any defects in workmanship or

materials furnished by Contractor.

Maine Statutory Warranty (10 MRSA §1487(8)): Maine law implies a warranty that all work will be performed in a workmanlike manner and in conformance with the plans and specifications. This statutory warranty runs in favor of the homeowner and cannot be waived by contract.

7.2 Manufacturer Warranties

Contractor shall provide Homeowner with all manufacturer warranties for materials and equipment installed. Contractor shall ensure installations comply with manufacturer specifications to preserve warranty coverage.

7.3 Warranty Exclusions

This warranty does not cover:

- Normal wear and tear
- Damage caused by Homeowner negligence or misuse
- Damage caused by third parties or acts of God
- Items specifically excluded in writing

8. Insurance and Bonding

8.1 Contractor Insurance Requirements

Contractor shall maintain, at minimum, the following coverage for the duration of the project:

Coverage	Minimum Amount
General Liability	\$ _____
Workers' Compensation	Statutory limits (required under Maine Title 39-A if Contractor has employees)
Automobile Liability (if applicable)	\$ _____

- Contractor shall provide certificates of insurance upon request
- Homeowner shall be named as additional insured on the general liability policy

8.2 Bond

Maine Note: Maine does not require a statewide contractor bond for general builders. Certain licensed trade contractors may carry bonds as part of their trade license. Ask the contractor for copies of any applicable bonds and verify through the PFR licensee search at maine.gov/pfr/consumer/licensee-search.

9. Termination

9.1 Homeowner's Right to Terminate

Homeowner may terminate this contract at any time by providing written notice to Contractor. Upon termination:

- Homeowner shall pay for all work satisfactorily completed and materials delivered to the job site as of the termination date
- Contractor shall provide an itemized accounting of all work completed and materials delivered within **10 business days** of termination
- Contractor shall not charge a cancellation penalty exceeding the actual costs reasonably incurred

9.2 Contractor's Right to Terminate

Contractor may terminate this contract if:

- Homeowner fails to make a payment due under this contract within ____ days of written notice of default
- Conditions at the job site make the work unsafe or illegal to continue

9.3 Three-Day Right to Cancel

Maine Law (32 MRSA §4661 et seq. — Door-to-Door Sales Act): If this contract was solicited in person and signed at the Homeowner's residence or at any location other than the Contractor's permanent place of business, the Homeowner has the right to cancel this contract within **three (3) business days** of signing without penalty. The Contractor must provide a written "Notice of Right to Cancel" and two copies of a cancellation form at the time of signing. Cancellation must be delivered in writing postmarked by midnight of the third business day. Failure to provide the required notice extends the cancellation period. This right does not apply if the Homeowner requested the visit for emergency repairs.

10. Dispute Resolution

10.1 Informal Resolution

The parties agree to attempt informal resolution of any dispute by written notice describing the issue. The other party shall respond in writing within **15 business days**.

10.2 Mediation

If informal resolution fails, the parties agree to submit the dispute to non-binding mediation before a mutually agreed mediator. Mediation costs shall be shared equally.

10.3 Maine Attorney General Consumer Protection

Maine Resource: Homeowners may file a complaint with the Maine Attorney General's Consumer Protection Division at any time. The AG investigates unfair or deceptive trade practices in home construction contracts under the Maine Unfair Trade Practices Act (5 MRSA §207). Filing a complaint does not prevent pursuing other legal remedies. Contact: Maine Attorney General, Consumer Protection Division, 6 State House Station, Augusta, ME 04333. Phone: (207) 626-8849. Website: maine.gov/ag/consumer.

10.4 Legal Action

If mediation fails, either party may pursue legal action in the Superior Court or District Court for the county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Maine Courts: Small claims court handles disputes up to **\$6,000**. District Court handles cases up to \$30,000. Claims exceeding \$30,000 are filed in Superior Court.

11. Mechanics' Lien Notice

Maine Law (10 MRSA §3251 et seq.): Maine allows contractors, subcontractors, and material suppliers to place a mechanics' lien on your property if they are not paid for work or materials. This lien can affect your ability to sell or refinance.

11.1 Protecting Against Mechanics' Liens

- Request **lien waivers** from the contractor and all subcontractors with each progress payment
- Request a **final lien waiver** upon final payment
- Consider requiring Contractor to provide a list of all subcontractors and material suppliers at the start of the project
- Mechanics' liens must be filed within **90 days** after the last date labor or materials were furnished (10 MRSA §3253)

11.2 Lien Filing Process

Under Maine law, a mechanics' lien must be filed with the registry of deeds in the county where the property is located within 90 days after last furnishing labor or materials. The lien must then be enforced by filing a court action within **120 days** of the lien filing. Maine does not require preliminary notices — any party who furnishes labor or materials without payment may file a lien without prior notice to the owner.

Maine Note: Because Maine does not require preliminary notices, you may not know which subcontractors and suppliers have lien rights on your property. Request a full list of all parties performing work or supplying materials at the start of the project.

12. Additional Maine Requirements

12.1 Contract Requirements Under 10 MRSA §1487

Maine's Home Construction Contracts Act requires that home construction contracts include:

- The contractor's name, business address, and any applicable trade license numbers
- A description of the work to be performed and materials to be used
- The contract price and payment schedule
- The approximate start and completion dates
- A statement of the homeowner's three-day right to cancel (if the Door-to-Door Sales Act applies)
- A copy of the Notice of Right to Cancel and cancellation form (if applicable)
- A statement that the deposit does not exceed one-third of the total contract price

12.2 Notice to Owner

Required notice under 10 MRSA §1487: "You are entitled to a completely filled-in copy of this agreement, signed by both you and the contractor, before any work may be started."

12.3 Licensing Disclosure

The regulated trade work on this project (electrical, plumbing, HVAC, and other licensed scopes) must be performed by individuals licensed through the Maine Department of Professional and Financial Regulation (PFR). Any questions concerning a trade licensee may be directed to: Maine Department of Professional and Financial Regulation, 35 State House Station, Augusta, ME 04333. Phone: (207) 624-8603. Website: maine.gov/pfr.

12.4 Attorney General Addendum Notice

Maine Unfair Trade Practices Act (5 MRSA §207): Home improvement contractors are subject to Maine's Unfair Trade Practices Act. Violations — including misrepresentation, deceptive pricing, failure to complete contracted work, or demanding a deposit exceeding one-third of the contract price — may be reported to the Maine Attorney General's Consumer Protection Division. Homeowners may pursue private civil remedies under 5 MRSA §213, including actual damages, attorney's fees, and in cases of willful violations, up to \$250 in additional damages.

13. General Provisions

13.1 Entire Agreement

This contract, including all exhibits and change orders, constitutes the entire agreement between the parties. No prior verbal or written representations shall be binding unless incorporated herein.

13.2 Severability

If any provision of this contract is found unenforceable, the remaining provisions shall continue in full force and effect.

13.3 Governing Law

This contract shall be governed by the laws of the State of Maine.

13.4 Notice

All notices under this contract shall be in writing and delivered to the addresses listed in Section 1, by personal delivery, certified mail, or email with confirmed receipt.

13.5 Assignment

Neither party may assign this contract without the prior written consent of the other party.

14. Exhibits and Attachments

- Exhibit A: Plans and Drawings
- Exhibit B: Material Specifications
- Exhibit C: Notice of Right to Cancel (Door-to-Door Sales Act, if applicable)
- Exhibit D: Trade License Printout(s) (electrical, plumbing, etc., if applicable)
- Exhibit E: Certificates of Insurance
- Additional: _____

Signatures

By signing below, both parties acknowledge that they have read, understand, and agree to all terms of this contract.

Homeowner

Signature

Printed Name

Date

Homeowner (if jointly owned)

Signature

Printed Name

Date

Contractor

Signature

Printed Name

Title

Trade License #(s)

Date

Maine-Specific Checklist (For Homeowner Use)

Before signing, confirm:

- Verified any required trade licenses (electrical, plumbing, etc.) at maine.gov/pfr/consumer/licensee-search
- Confirmed contractor's trade license covers the project scope
- Contacted local municipal code enforcement office to confirm local contractor requirements
- Workers' compensation status confirmed (if contractor has employees)
- Deposit does not exceed one-third (1/3) of total contract price
- Three-Day Right to Cancel notice and two cancellation forms provided (if contract signed at home)
- All blank fields in this contract are filled in — no blank spaces
- Received a signed copy of the complete contract before work starts
- Payment schedule tied to work milestones, not calendar dates
- Contract includes any required trade license numbers
- Plans, specs, and material lists are attached or described in detail