

**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
CONSTRUCTION ESCROW AGREEMENT**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_

CAA Technician Phone: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Property: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

## **1. PARTIES TO THIS AGREEMENT**

This Agreement is between the above-named Applicant, Contractor and Escrow Agent.

## **2. AGREEMENT DATE AND AMOUNT**

This Agreement is entered into on \_\_\_\_\_ in conjunction with the following funds ("Escrowed Funds"):

<b>Home Accessibility and Repair Program Grants</b>	
Home Repair	\$
Older Adult Home Repair	\$
Emergency Home Repair	\$
Emergency Manufactured Home Repair	\$
Accessibility	\$
<b>GRANT AWARD</b>	
Other Funding Contribution	\$
<b>PROJECT TOTAL</b>	

## **3. DEPOSIT**

The Applicant has deposited \$\_\_\_\_\_ (the "Escrowed Funds") with the Escrow Agent for work described in *Appendix A* to a *Construction Contract* for near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor and the Escrow Agent (the "Work"). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

## **4. USE OF FUNDS**

The Escrowed Funds will be held by the Escrow Agent for work described in the *Job Standards and Specifications* attached as Exhibit A to the *Construction Contract* of near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor, and the Escrow Agent (the "Work"). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

## **5. AUTHORIZATION**

Escrow Agent is authorized and directed to disburse the Escrowed Funds in accordance with this Agreement. **Provided however, if Applicant and Escrow Agent do not receive financing to cover the cost of Contractor's price, this Agreement is null and void.**

## **6. DISBURSEMENTS**

The Escrow Agent shall withhold a minimum of ten percent (10%) of the Escrowed Funds until all Work has been completed to the satisfaction of the Escrow Agent and the Applicant. The Escrow Agent shall not make any disbursements until the Contractor has provided the Escrow Agent and Applicant with copies of any required permits. The Escrow Agent shall disburse funds only for any of the Work which is (a) completed, (b) approved by the Applicant, (c) inspected by the Escrow Agent, and (d) approved by the Escrow Agent. For each requisition the Contractor shall submit invoices for materials and the portion of the Work completed through the date of the requisition and lien waivers from all subcontractors who performed any of the Work through the date of the requisition. The Escrow Agent shall withhold final payment until the Escrow Agent has received a certificate of occupancy from the municipality where the Work was performed, if applicable, and has conducted a final inspection of the Work and certified that the Work is complete.

## 7. CHANGE ORDERS

The Escrow Agent will not pay for any work beyond that called for in the original *Construction Contract* unless a written *Change Order* has been approved and signed by the MaineHousing, Escrow Agent, the Contractor, and the Applicant. The Escrow Agent may require additional funds to be deposited into the Escrowed Funds to pay for increased costs so that at all times there remain sufficient Escrowed Funds to pay for the Work.

## 8. DISPUTE RESOLUTION

The Contractor and the Applicant will notify the Escrow Agent of any disputes between them. The Escrow Agent shall, within fifteen working days from receipt of a complaint, organize an informal meeting with the Applicant and the Contractor. The Home Repair Program may inspect any of the work at any time and may participate in any informal meeting. If the informal conference produces a resolution to the dispute, the Escrow Agent shall prepare and the Contractor and Applicant shall sign a document that plainly states the agreed upon resolution. If the meeting does not result in a resolution, the Escrow Agent shall document the results of the meeting and how the parties disagree. If the Escrow Agent, the Contractor, and the Applicant cannot come to a resolution of the matter, then the issue shall be resolved in accordance with the dispute resolution choice agreed upon in the Construction Contract. The Escrow Agent is responsible for arranging the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract. The Escrow Agent will keep MaineHousing updated on the progress of the dispute resolution.

The Applicant and Contractor shall be responsible for splitting the cost of the dispute resolution choice agreed upon in the Construction Contract. The parties will each pay their own attorneys' fees and other costs.

## 9. MECHANICS LIENS

The Escrow Agent assumes no liability for mechanics liens filed in connection with any of the work. This Agreement is duly executed by the parties set forth below.

## 10. REMAINING PROCEEDS

If there are Escrowed Funds remaining after final payment, those funds shall be returned to the provider of the unexpended funds.

## 11. BREACH OF TERMS

The Owner understands that the labor and materials outlined in the Job Standards and Specifications in the Construction Contract and this Agreement will be provided to the Owner at no cost. The Owner further understands that if the Owner fails to comply with the terms of the Construction Contract, the Grant Agreement, or this Agreement, refuses to allow the contractor to complete the work outlined in the Job Standards and Specifications, refuses to allow the contractor or CAA to access the home, or exhibits behavior that threatens the health, safety or welfare of the CAA, contractor or any third-party staff, the Owner will be in breach of the terms and may be required to repay the Escrowed Funds in an amount equal to the cost of the HARP improvements. If a breach occurs, this Agreement will terminate, Notice will be provided to the Owner by CAA or MaineHousing and Owner will be required to repay amounts owed within sixty (60) days of receipt of the Notice. In the event of termination of this Agreement, Contractor will only be entitled to payment for undisputed work completed prior to the effective date of the termination.

## 12. MISCELLANEOUS

If any part of this Agreement is held to be unenforceable or void, such fact shall not affect the validity or enforceability of the remaining parts of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

### Applicant (Owner)

Applicant Signature	Date
Co-Applicant Signature	Date

### Contractor

Contractor Representative Signature	Date
Contractor Representative Name	

### Escrow Agent

Signature of Escrow Agent Representative	Date
Escrow Agent Representative Name	