

CONTRACTOR GUARANTY

WHEREAS, the Boothbay Harbor Sewer District (hereinafter called the District), as ultimate owner and operator of the _____wastewater utility systems, located at _____
(street address, Map and Lot) requires tangible assurance as to the quality of materials and workmanship used on the aforementioned project; and

WHEREAS, _____, as the duly licensed and responsible contractor having constructed and/or supervised the construction of the aforementioned project, desires to assure the District that the quality of materials and workmanship meet published standards governing the construction of such utilities work.

THEREFORE, it is hereby agreed that neither final payment by the developer, not any provision in the contract with the developer, no partial or entire use of the constructed utility improvements by the District or the public shall constitute an acceptance of work not performed in accordance with approved plans or relieve the contractor of liability or responsibility for faulty materials or workmanship. It is further agreed that the contractor shall promptly remedy any defect in the work, with the exception of damages construed as acts of God, at his own expense, and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of the Service Acceptance.

IN WITNESS WHEREOF, this instrument of GENERAL GUARANTY is hereby executed.

Attest:

(Authorized Signature of Contractor)

For:

(Company Name)

(Address)

SWORN to before me this

day of _____, 20__

_____(Seal)

Notary Public for State of Maine

My Commission Expires: _____, 20__