

BUILDERS ADDENDUM

Seller: _____

Buyer: _____

Property: _____

Agreement of Sale Dated: _____

- I. **SUBDIVISION NOTES:** Buyer hereby agrees to comply with the applicable Final Subdivision Notes as recorded in the County Office of Recorder of Deeds.
- II. **PERMITS AND ENERGIZED UTILITIES:** Buyer and Seller agree to extend settlement date if there are delays in issuance of permits and/or the energizing of utilities into the home. If a moratorium of permitting occurs for any reason, Seller may terminate this agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to buyer and this agreement will be void.
- III. **CHANGE ORDERS:** Seller shall have total discretion as to whether a change order is approved. Written change orders with cost shall be prepared by the selling agent to become part of the agreement of sale and signed by the Buyer and Seller. Change orders that are generated ten (10) business days after the agreement of sale is signed by the Seller, will incur an administrative fee of \$50.00 per item. Additional change order requirements are as follows:
 - a. Change orders shall be prepaid to Seller before changes will be made.
 - b. Administrative fee for each item generated after ten (10) business days must be prepaid to CB Burkholder Inc.
 - c. Cost of change order(s) and Administrative fees shall not be considered down monies and are not refundable.
 - d. All change orders must be approved, and prepaid prior to thirty (30) days of settlement.
- IV. **SELECTION OF PRODUCTS PROVIDED BY VENDORS:** All selections are subject to seller approval. Selections, if any, shall be chosen within ten (10) business days of Seller signing the agreement. If selections are not completed within the ten (10) business day period, Seller has the option to complete the selections. The cost of selections made that are above the Seller allowance shall be paid directly to Seller. Selection of some products may impact the ability of Seller to meet settlement date.
- V. **INCLEMENT WEATHER CONDITIONS:** Buyer agrees that if construction of dwelling takes place during a time of year when the exterior cannot be completed, funds for uncompleted items may be held by an escrow agent agreeable to Seller and settlement shall proceed as scheduled. If required by Buyer's lender Seller agrees to escrow funds as may reasonably be required, however escrow funds shall not exceed one and one half times the actual cost of items to be completed. Buyer and Seller agree that lender's appraiser shall determine if items are completed, for which funds are held, at which time the escrow agent shall release escrow funds directly to Seller.
- VI. **GRADING AND SEEDING:** Final grading and seeding of lawn is part of the agreement. Seller shall not be responsible for proper care and watering of lawn and shrubs (if any). In the event of soil settlement around the foundation or soil displacement due to excessive rain or erosion, the Seller agrees, one time only, to supply soil and seeding for a period of twelve (12) months from the date of settlement.
- VII. **EMERGENCY ESCAPE AND RESCUE OPENINGS DISCLOSURE:** Basements with habitable space and every sleeping room shall have at least one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms,

emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement (International Residential Code R310).

VIII. CURRENT AND FUTURE ASSESSMENTS: Buyer understands that property taxes, water and sewer rents, sidewalk and streetlight maintenance, and other assessments (if any) are assessed by and payable to the applicable governing authorities.

IX. INSPECTIONS:

- A. Buyers are permitted to inspect their home during construction.
- B. Buyers shall not disturb and/or communicate with Sellers employees and/or subcontractors. Buyers shall direct all questions concerning the construction work directly to Seller or Seller's Agent.
- C. Buyer(s) attest to the fact that they are aware of the potentially dangerous conditions that are present on a construction site. Buyer(s) will be solely responsible for protecting family members, personal representatives and themselves during visits to the site. In addition, Buyer(s) agree that they will not hold C B. Burkholder Inc and/or Mount Aetna Developers liable or bring suit against either they or any of their subcontractors or representatives, for any accidents or damage that may occur to themselves, family members, personal representatives, or personal property of these parties on the job site during the entire term of construction. Finally, to help prevent any possibility for an accident, Buyer(s) agree that they will not bring or allow any children onto the job site.

X. SELLER DISCRETION: The model home (if any) is only a general representation of one style of home and of the workmanship. Buyer understands that placement of all building components shall be at the Seller's discretion. The Seller reserves the right to replace any of the materials, systems, appliances and finishes with that of like kind.

Seller and Buyer agree that the terms of this addendum, if applicable, shall survive settlement.

Witness _____ Buyer _____ Date _____

Witness _____ Buyer _____ Date _____

Witness _____ Seller _____ Date _____

Please complete the following contact information

Buyer's Name (Please print)

Buyer's Name (Please print)

Buyer's Home Phone #

Buyer's Home Phone #

Buyer's Work Phone #

Buyer's Work Phone #

Buyer's Fax #

Buyer's Fax #

Buyer's Email Address (Please print)

Buyer's Email Address (Please print)