

## Builder Agreement – Rivercrest Townhomes

This agreement is attached to a new home sales contract for HTB Developers, LLC (“HTB”), and is intended to supplement and modify the New Construction Purchase and Sale Agreement executed of even date herewith. The Buyer(s) acknowledges receipt of this addendum and agrees to the terms below:

### A. SITE VISITS & ACCESS:

1. In compliance with government (OSHA) guidelines, buyer(s) agree to refrain from entering home unless accompanied by a HTB Representative. This is for your safety and the safety of contractors.
2. Any non-accompanied person(s) will be asked to exit premises and construction will be halted.

### B. HOME INSPECTIONS:

1. Buyer(s) agrees to notify seller within 10 days from contract acceptance if a home inspection will be performed.
2. Home inspection reports are to be submitted to a HTB representative within 24 hours of completion of the home inspection. Furthermore, all home inspectors must be licensed and submit proof of workman’s compensation and general liability insurance prior to performing work.
3. **Home inspections must be completed a minimum of 48 hours prior to initial walk through.**
4. Home inspectors are **NOT** to be present at either the initial or final walk through as this time is used for the buyer’s orientation and systems demonstration.
5. **Items noted on home inspection reports will be reviewed by buyer and builder at the initial walk through to determine which items will be addressed. Inspectors are NOT allowed to mark or tape cosmetic items in the home. Cosmetic items will be addressed at the initial walk through by the builder and buyer.**
6. **Home inspections or inspectors cannot be used to replace the initial and final walk throughs.**

### C. WALK THROUGHS & HOME ORIENTATION:

1. Buyer(s) understands that the aforementioned walk throughs will be performed during business hours of M-F 7am-3pm and agree to be available.
2. Buyer(s) will receive 2 walk-throughs: an initial and a final. The initial walk will be conducted 4-7 business days prior to closing. The **only persons** to attend the initial or final walk will be the buyer(s) (those listed on the Sales Agreement) and the builder’s representative. Agents, extended family, and others will not be allowed to attend either the initial or final walk.
3. **The buyer is required to be at both initial and final walk-throughs – this is absolutely mandatory.** If the Buyer cannot be present for the walk-throughs, then closing will be delayed until an initial walk, ample time to complete the items identified, and a final walk can be completed. This process takes a minimum of 4 business days.
4. The initial walk will serve as the Buyer(s) orientation to their home and an opportunity to make a detailed list of items to be completed prior to closing. All cosmetic items to be repaired are identified during the initial walk only. All cosmetic items must be completed prior to closing; **no cosmetic items will be permitted to survive closing.**
5. The final walk will be conducted on the day of closing **and will serve only as confirmation that the initial walk-through list has been completed.** Any non-cosmetic items discovered at final walk or any non-cosmetic items that are unable to be completed by closing will be added to a survival amendment agreed upon by both Buyer and HTB. Survival items will not delay closing. All survival items will be completed after closing in a timely manner.
6. **Buyer(s) understands and agrees that no marking or taping of the home will take place outside the walk-through process. Marking or taping the house will only be done by the builder representative. Only items marked by the builder will be addressed.** There will be ample opportunity to cosmetically critique the house during the initial walk through.
7. Cosmetic items (i.e., drywall and paint) will be inspected from 6’-0” (6 feet) away, under normal lighting conditions.
8. Smooth ceilings and non-flat paint will be excluded from warranty.
9. Wooden door staining and wooden shutters, if any are installed on the home, are excluded from the one-year warranty.
10. Concrete is excluded from the one-year warranty.
11. Treated lumber (decks, fences, and handrails) are covered under warranty for the first thirty (30) days only and must be properly maintained by the Buyer after Closing.
12. **Buyer agrees to have all utilities transferred within 3 days of closing. Buyer understands that all utilities will be turned off 3 business days after Closing.**

### D. WARRANTY:

1. **Buyer(s) understands and acknowledges any materials/ items supplied by any party other than builder shall not be warranted by builder or builder affiliated contractor. This includes any materials/items installed by a non-builder affiliated contractor. Buyer(s) understands and acknowledges builder and or contractor will not be liable for any possible damages caused by the installation of any non-builder affiliated material or by the workmanship of a non-builder affiliated contractor.**

\_\_\_\_\_ Buyer(s) initials

\_\_\_\_\_ Buyer(s) initials

\_\_\_\_\_ Builder initials

*Terms of this agreement are not negotiable*

## **Builder Agreement (continued)**

2. **Buyer(s) understands and acknowledges any materials/ items supplied by any party other than builder shall not be warranted by builder or builder affiliated contractor. This includes any materials/items installed by a non-builder affiliated contractor. Buyer(s) understands and acknowledges builder and or contractor will not be liable for any possible damages caused by the installation of any non-builder affiliated material or by the workmanship of a non-builder affiliated contractor.**
3. Hairline cracks in cementitious material (concrete, tile grout, brick/stone mortar, Hardie-plank, etc.) are normal and to be expected.
4. Any non-repairable defects detected (i.e., knots in wood, unevenness in concrete, etc.) in wood, brick, stone, or concrete at the time of purchase shall not be covered under warranty if not agreed upon prior to contract acceptance.
5. All warranty work shall be conducted during normal construction business hours, Monday-Friday, between the hours of 8am and 5pm. A builder representative shall coordinate with buyer(s) dates/times of work to be done. Please make sure to have someone home for scheduled appointments, failure to do so will result in a delay of service and possible service charge.
6. **All warranty requests are to be submitted to HTB in writing to the following email address: \_\_\_\_\_**
7. Warranty and Service calls: Please note that any service call that is found to be a non-warranty covered item may be subject to a minimum \$100 service charge by HTB. Any repairs made outside of warranty will be the financial responsibility of the homeowner. **\*Refer to 2-10 Warranty for covered and non-covered items.**
8. Buyer(s) acknowledge that they have received a 2-10 Warranty Brochure at time of contract.
9. HTB follows the Residential Performance Guidelines 3rd Edition, published by the National Association of Home Builders to determine defects and quality issues. A copy may be obtained through the office.

### **E. PLANS AND FEATURES:**

1. All renderings, color schemes, floor plans, maps and displays are artist's conception and are not intended to be an actual depiction of the home or its surroundings.
2. In an effort to continuously improve our product, HTB reserves the right to change plans, specifications and pricing without notice. Special wall and window treatments, upgraded flooring, fireplace surrounds, landscape, and other features in and around the model homes are designer suggestions and not included in the sales price.
3. Window, floor and ceiling elevations may vary per plan.
4. Some plans are preliminary and subject to modification at the sole discretion of HTB. All sales subject to placing home on home site.

### **F. MODIFICATIONS to the NEW CONSTRUCTION PURCHASE AND SALE AGREEMENT:**

Notwithstanding anything contained within the New Construction Purchase and Sale Agreement, the following provisions shall control:

1. Notwithstanding any other provision of the Contract Documents, the Builder may, at any time, and without cause, terminate for convenience the contract in whole or in part, upon not less than three (3) days written notice to the Buyer. Such termination shall be affected by delivery to Buyer of a notice to terminate specifying the effective date of termination.
2. The Builder shall pay any earnest money, construction deposit, and or change order money previously submitted by the Buyer. Notwithstanding the aforementioned, the Buyer shall not be entitled to any additional reimbursements of any sort, consequential damages or damages of any sort as a result of a termination of the contract.
3. Section C.4.a is deleted in its entirety and replaced with the following language: "Remedies of Seller. If Buyer defaults on any of Buyer's obligations in this Agreement, Seller may pursue any and all available legal remedies, including, without limitation, specific performance. Alternatively, Seller may elect to retain the Earnest Money, Construction Deposit(s), or other similar deposits, payments for completed change orders and all third-party vendor payments as full liquidated damages. The parties agree that these amounts are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain, and that this is not intended as a penalty.
4. Buyer's obligations contained herein are not contingent upon the home appraising for the Purchase Price.
5. Buyer shall not disparage HTB, or any of HTB's officers, directors, employees, members, contractors, or agents, to any other person or entity through any form of communication, including, without limitation, verbal, written or electronic, or

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Builder: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

## CUSTOMER EXPECTATIONS

I/we understand that in building and/or purchasing a home I will need to take time off work for the following:

- a. Loan application with lender (approx. 1-2 hours)
- b. Selection Appointment (approx. 1-2 hours)
- c. Pre-Construction meeting (1 hour)
- d. Homeowner Orientation and Walk Through (2-3 hours)
- e. Final Walk Through (1/2 hour)

The above time estimates do not include travel time. Please plan accordingly. Appointments with HTB can only be made during business hours of M-F 7am-3pm.

Buyer and Seller agree: (A) that the transaction contemplated herein shall be consummated at the offices of Trotter Jones, LLP, 3615 Walton Way Ext., Augusta, Georgia 30909 on or about (5) days after completion of the home to be built, but that HTB may, however, unilaterally extend the closing date by up to 60 days if necessary to complete the home; (C) that the closing date is an estimate.

When my/our home is estimated to be approximately 15 days from completion or if the home is already complete at time of contract, I/we will be contacted to schedule my orientation/walk thru and tentative closing date. The best way to contact me is: \_\_\_\_\_

I/we understand that the closing date referenced in Purchase and Sale agreement is the "Estimated Closing Date" and not intended to be relied upon by the Buyer, Buyer's lender, moving company or any other entity for any reason. The "Estimated Closing Date" may not be used for locking interest rate or scheduling moving/storage of personal property

I/we acknowledge and agree any "options", "upgrades" or "extras" added to the original price of the property may or may not be fully valued by Buyer's appraisal

**Buyer acknowledges and understand that option/features in model home may not be exact representations of current or available options/features. Specific requests must be submitted in writing at time of contract.**

I/we understand that HTB Model Homes are not representative of "Standard/Included" features, options or layout.

A Sample 2-10 Warranty has been given to me by sales associate at time of contract. The 2-10 Warranty is not just a warranty; it is the Builders national standards by which my home is built. If there are any questions during the building process, I should reference my sample book and ready what is within tolerance and what is acceptable.

**I HAVE BEEN EXPLAINED THE INFORMATION ABOVE BY A HTB REPRESENTATIVE OR AGENT.**

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

**I HAVE REVIEWED THE INFORMATION WITH THE BUYER AND ANSWERED ANY/ALL QUESTIONS ON THE INFORMATION ABOVE.**

Representative \_\_\_\_\_ Date \_\_\_\_\_