

**IDK HOMES INC**  
**PURCHASE AND SALE AGREEMENT**



**Offer Date:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Seller: IDK HOMES INC President/CEO Ronald C. Janelle Jr.**

**Buyer:** \_\_\_\_\_

MLS Number: \_\_\_\_\_ or  Presale home

Tax Parcel I.D. Number: \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Plat Book/Number \_\_\_\_\_ Deed Book/Page \_\_\_\_\_

**Community Association.** The Property  is **OR**  is not part of a mandatory membership community association(s).

Association Dues: \$ \_\_\_\_\_ Initiation Fee: \$ \_\_\_\_\_ HOA Contact: \_\_\_\_\_

**Purchase Price of Property:** \$ \_\_\_\_\_

**Seller's Monetary Contribution to Closing Costs:**

\$ \_\_\_\_\_

**Closing Date and Possession:** \_\_\_\_\_

Construction Deposit. \$ \_\_\_\_\_

Held By IDK Homes INC

**Closing Attorney/Law Firm:**

**David L. Huguenin P.C.**

Office Phone #: 706-855-5000

preclosing@lawaugusta.com

4070 Columbia Rd Unit 100 Augusta, GA 30907

**Decorative Selections.** Decorative Selections must be made by Buyer by the following date: \_\_\_\_\_

**Home Warranty.** Seller shall provide Buyer at closing with **1-1-10 structure warranty.**

**Dispute Resolution.** Arbitration company to resolve disputes: **David L. Huguenin P.C.**

**Water Source Disclosure:** Seller warrants that the main dwelling on the Property is served by:

Private Water System  Public Water  Well

**Disposal System:** Seller warrants that the main dwelling on the Property is or will by the closing served by:

Public Sewer  Septic System  Private Community Sewer System

**Other Utilities:** Seller warrants that the main dwelling on the Property is or will by the Closing be served by other utilities as

follows:  Electric;  Gas;  Cable Television;  Telephone;  Other \_\_\_\_\_

**Required Agricultural Disclosure:** The Property  is **OR**  is not within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use.

**Time Limit of Offer.** The Offer set forth herein expires at \_\_\_\_\_ o'clock \_\_\_\_ .m. on the date \_\_\_\_\_

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

**Buyer's Broker is** \_\_\_\_\_

- Representing Buyer as a client.
- Transaction Brokerage (non Agency)
- Acting as a dual agent representing both Buyer & Seller.
- Acting as a designated agent where \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ has been assigned to exclusively represent Buyer.
- Aiken/Augusta Board of Realtors Non-Member

**Seller's Broker is** \_\_\_\_\_

- Representing Seller as a client.
- Acting as a dual agent representing both Buyer & Seller.
- Acting as a designated agent where \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ has been assigned to exclusively represent Seller.
- Aiken/Augusta Board of Realtors Non-Member

Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:  
\_\_\_\_\_

**Brokerage**

The Selling Broker(s) identified herein has performed valuable brokerage services and is to be paid a compensation pursuant to a separate agreement or agreements. The closing attorney is directed to pay the compensation of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full compensation, the party owing the compensation will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker their respective portion of said compensation. The compensation paid to the Broker(s) shall be based on the original Sales Price stated in this Agreement; and, shall exclude the costs of all Extras and Upgrades that may be subsequently added.

**Agency**

**South Carolina**

Buyer Agent will provide " Agency Relationship in Real Estate" for informational purposes only.

**Georgia**

The term "Broker" shall mean a licensed Georgia Real Estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act.

Buyer acknowledges that if they are not represented by a broker they are solely responsible for protecting their own interest and that broker's role is limited to performing ministerial acts

**Seller will compensate:**

Listing broker a % \_\_\_\_\_ of the gross selling price minus additional upgrades that the buyer may add into the purchase price during construction or  
Seller will compensate listing a flat fee of \$ \_\_\_\_\_

Listing broker will compensate selling broker a % \_\_\_\_\_ of the gross selling price minus additional upgrades that the buyer may add into the originally agreed purchase price during construction.  
or

Listing broker will compensate selling broker a flat fee of \$ \_\_\_\_\_

**Extra selling broker compensations**

As agreed in the executed contract, seller may compensate selling broker or listing broker directly at closing an extra compensation amount as follows:

Listing broker extra flat fee compensation amount \$ \_\_\_\_\_

Selling broker extra flat fee compensation amount \$ \_\_\_\_\_

**Right to Inspect Property.** Any professional home inspector engaged by Buyer must (Select all that apply. Any box not checked shall not be part of this Agreement):

- a.  be an approved ICC Residential Combination Inspector;
- b.  have general liability insurance with single limit coverage of at least \$500,000;
- c.  have professional errors and omissions liability insurance in an amount of at least \$500,000 per claim.

Seller representative to be present at inspection.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

**Financing**

All Cash \_\_\_\_\_  Conventional \_\_\_\_\_  
 VA \_\_\_\_\_  FHA \_\_\_\_\_  
 Other \_\_\_\_\_

FIRST MORTGAGE LOAN	Loan Amount	Term	Interest Rate (at par)	Rate Type	Source Of Loans Term
	_____ % of purchase price	_____ years	_____ % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable	<input type="checkbox"/> Institutional

**Lender:** \_\_\_\_\_

**Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.

**Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business will insure at its regular rates, subject only to standard exceptions.

**Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

**Community Association:** Most community association legal documents contain significant restrictions on the use of the Property and on the common property available for use by the community as a whole. Buyer is encouraged to obtain and review the community association legal documents to ensure that Buyer is familiar with the same and that such restrictions are acceptable to Buyer. Purchase Price of Property to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

**Rollback Taxes (South Carolina Only):** In South Carolina, if the property being purchased was previously zoned for agricultural use, "rollback taxes" May be assessed by the governing authority at some future date after title transfers from Seller to Buyer. The parties agree that although payment of rollback taxes are the responsibility of the prior owner who actually received the financial benefit of the agricultural use zoning, the buyer may receive a building statement from the County treasurer for payment of these rollback traces in the future. In such and event, Buyer may contact Seller, who shall facilitate and provide its last known contact information fort the prior owner responsible for payment of these rollback taxes. However, unless Seller or one of its affiliated companies previously owned the property and received the financial benefit of agricultural zoning, the parties agree Seller shall not be responsible for payment of rollback taxes. therefore in the event Buyer is unable to obtain payment for rollback taxes from a prior owner not affiliated with he Seller who received the financial benefit of agricultural zoning, then Buyer shall be solely responsible for payment of the rollback taxes.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

**Closing Costs.**

**Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person. Items

**Paid By Buyer:** At closing, Buyer shall pay: (1) property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.

**Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county for unpaid ad valorem real property taxes for the year in which the Property is sold.

**Closing Date and Possession.**

**Closing:** Closing shall be on the date agreed.

**Possession:** Possession of the Property shall be transferred at the Closing.

**Extending the Closing Date:**

Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding of the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures, and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.

**Completion of Construction and Certificate of Occupancy:** Seller shall complete the construction of the improvements on the Property in substantial accordance with this contract and the New Construction specification attached. The construction of the improvements on the Property shall be deemed to be complete when Seller has substantially constructed all of the improvements shown on the Plans and Specifications, and a permanent certificate of occupancy has been issued on the Property by the appropriate local governmental authority.

**Keys and Openers:** At closing, Seller shall provide Buyer with all keys, door openers, codes, and other similar equipment pertaining to the Property.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

**Construction Deposit**

The Construction Deposit, if any, referenced herein shall be held and used by Seller to pay for the construction of the improvements on the Property and will not be kept in a trust / escrow account. Since the Construction Deposit will, in many cases, be used to either customize or upgrade the Property based upon Buyer's selections, it shall be retained by Seller in the event Buyer fails to close on the purchase of the Property. The total amount of the Construction Deposit shall be credited against the purchase price at closing.

**Decorative Selections**

**Decorative Selections:** If there are decorative selections yet to be selected in the completion of the House, Buyer shall have the option to make those selections from available stock at Seller's normal sources of supply. Buyer must use IDK Homes approved vendors, any new vendor must be approved in writing by the builder. Buyer understands that it is Buyer's responsibility to make all selections by the dates provided and further understands that if the selections have not been made by the agreed date, that Seller, at Seller's option, may make such missing selections for Buyer and same are hereby deemed agreed to and acceptable to Buyer.

**Change Orders:** Buyer agrees that any request for changes or alterations (hereinafter referred to as "Change Orders") to Property will be set forth in writing and delivered to Seller. Any requested change order must be in writing and signed by Buyer and Seller to be effective. No Broker, subcontractor, workman or material-men has authority to agree on behalf of Seller to any change order. Buyer agrees that all change order requests must be presented to Seller so as to allow Seller adequate lead time to schedule the change orders into the normal building sequence. While Seller shall make a good faith effort to accommodate all Buyer requests for change orders, Seller shall have the right to refuse to make changes/ alterations that are beyond the expertise of Seller or will interfere with Seller's ability to complete the Property as scheduled. Buyer agrees to pay Seller in advance of the performance of work necessitated by agreed change orders and further understands that there will be no refunds, under any circumstances, of payments made by Buyer for change orders.

**Home Warranty:** Except to the extent that Seller is providing no warranty or a different warranty as set forth elsewhere herein, Seller hereby warrants the improvements on the Property to be free of defects in labor and materials (excluding defects caused by the vandalism or the acts or omissions of Buyer and those under the control of Buyer after the closing) for a one (1) year period commencing from the date of closing. To be valid, the warranty claim must be filed with Seller before the end of the year period.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

**Disclosures:**

Any measurements of room dimensions shown on floor plans are approximations only and may vary from the actual conditions in the Property.

Items in model homes may not reflect the finishes of the improvements on the Property. Reference should be made to the Plans and Specifications to determine what will be included in the Property.

Since trees and landscaping existing on the Property prior to the commencement of construction thereon may be adversely affected or even killed by construction activities, Seller shall have no responsibility for the same.

Seller reserves the right to change the subdivision name, street name, and numerical address of the Property.

Seller makes no representations or warranties regarding the size, type, or price of future homes built either in the subdivision or on property which may be included in the subdivision in the future.

All work and materials to be performed or supplied under this Agreement shall be performed and supplied by Seller's own contractors, subcontractors, employees, agents, material men, and suppliers. Buyer shall not have the right to have any work performed or supplies delivered to the Property nor move household goods into the Property prior to closing.

Portions of the Property may be in a flood hazard zone. Buyer shall acquire, at Buyer's expense, flood insurance if it is desired by Buyer or required by Buyer's mortgage lender.

Seller reserves the right to use photographs of the house and Property for marketing purposes both before and after the Closing. The natural light available to and the view from the Property may change over time due to additional development and the growth, addition, or removal of landscaping.

Sounds including, but not limited to, rushing water may be heard in plumbing and wastewater lines.

There may be variations in grain pattern and color in any wood cabinetry and other wood products.

Veins and colors of any marble, slate, or other stone used in the Property may vary from piece to piece.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture. If Buyer discovers accumulation of water or moisture in, around, or under the residential dwelling on the Property, Buyer should immediately seek to control the source of the water moisture. If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface. There are also EPA-approved products available in most hardware stores to remove mold. Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort. Mold that is not properly and adequately removed may reappear.

Any hardwood flooring can be damaged or scratched as a result of normal wear and tear including moving chairs and other furniture, walking in high heels, and allowing dogs and other animals with toenails to walk or run on the hardwood flooring. The directions for all cleaning products should be carefully reviewed to determine if the product is safe on the type of wood, tile, metal, stone, or other surface being cleaned.

Seller makes no representation as to the location of mailboxes, utility boxes, streetlights, fire hydrants, or storm drains. Carpets, paint, and wood can fade and/or discolor over time depending on the exposure of these things to sunlight.

No representations are made regarding the public schools that currently or may in the future serve the Property, the zoning of any nearby properties, plans to develop or not develop other nearby properties, or plans to widen nearby roads.

Buyer acknowledges that ongoing construction activities may take place near the Property causing noise, odors, dust, and construction debris from time to time.

If gate(s) and/or gatehouse(s) are provided in the community in which the Property is located, Buyer acknowledges that they are not intended to serve as a security system, will not necessarily prevent criminals from accessing the community, and may be left open for long periods of time.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

**OTHER TERMS AND CONDITIONS**

**Risk of Damage to Property:** Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller does not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

**Inspection:**

Private Inspectors: If Buyer chooses to use a professional home inspector, engineer or consultant for inspections, the inspector must at the time of an inspection maintain all licenses required by law. At the beginning of the inspection, Buyer must provide Seller with proof the inspector meets the requirements of Inspector agreed to herein. Arrangements for a private inspection must be made at least three (3) days in advance of the actual inspection. If the inspector concludes that there are code violations, the inspector must provide a written list specifying the applicable code(s) and section(s) for each alleged violation. Any determination by the inspector that the construction contains defects shall be based upon the definition of defects set forth herein.

**Duty to Inspect Neighborhood:** Buyer acknowledges that: (1) in every neighborhood there are conditions which different buyers may find objectionable and (2) Buyer has had the full opportunity to become acquainted with all existing neighborhood conditions (and proposed changes thereto) which could affect the Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, prisons, stadiums, odor and/or noise producing land uses, crime, schools serving the Property, political jurisdictional maps and land use and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Violent Sex Offender Registry**

**Notices:**

**Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

**Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

**When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

**Default:**

In the event Buyer terminates the Agreement after all contingencies therein have been satisfied, the Buyer shall pay to the Seller a Termination Fee equal to either Five (5%) Percent of the amount of the sales price, or the total amount of the costs of the upgrades/extras, whichever amount shall be greater, within three (3) business days of the date of termination as Liquidated Damages.

If Buyer fails or refuses to pay the above termination fee upon default, the Seller shall have the option of suing for damages or rescinding the Agreement. In the event the Seller sues for damages, all construction deposits, extras/upgrades money, and all non-refundable money paid by the Buyer shall be retained by the Seller.

If Seller has defaulted under any of the terms of the Agreement, Buyer will provide Seller with written notice of the exact nature of such default. Seller will have 10 calendar days from the date of the receipt of such notice within which to cure the default. Under no circumstances will Seller be liable for any consequential, special, indirect, or punitive damages.

**Agreement to Arbitrate:**

Buyer and Seller agree that any unresolved claim arising out of or relating to the Agreement, or breach thereof, or to any warranty of Seller shall be settled by arbitration in accordance with this contract. (See page 1 for dispute resolution)

In the event Buyer disregards the requirements to arbitrate any claims, complaints, or disputes against the Seller, all as set forth in the body of this Agreement, but instead files a lawsuit or some civil action in any Court of Law or equity to prosecute such claims, complaints, or disputes, then Buyer shall be responsible for payment of all attorney fees, court costs, and any related litigation expenses incurred by Seller in defending that lawsuit or civil action.

Other than as otherwise agreed upon in writing by the parties, Seller has not made, and hereby expressly disclaims, any and all implied warranties regarding the property as to its materials and workmanship, including warranties of merchantability, habitability, or suitability and quality or fitness for a particular purpose. Disputes, claims, or complaints against this warranty by the Seller or Buyer must be referred to final and binding arbitration. Any and all expenses, including but not limited to, attorney and court costs, other than the direct fee for arbitration, will not be construed as an arbitration expense under this warranty and will be borne by the party incurring such costs and expenses.

**Buyback Agreement:**

Notwithstanding any other provision of this Agreement, in the event Buyer asserts any claim whatsoever against the Seller, the Seller at its sole option, may repurchase the Property at the price on the Limited Warranty Deed/Title To Real Estate. If seller exercises this option, this shall be Buyer;s sole and exclusive remedy. In Such event, Buyer hereby waives any and all additional claims, damages or causes of action related to or arising out of this Agreement, including but not limited to incidental and consequential damages.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

**Appraisal**

Buyer shall cause the Lender to select an appraiser to perform one or more appraisals of the Property, within 20 days of the Binding Agreement Date and not later than 10 days prior closing date. A pre-appraisal should be done in the new homes construction and buyer, buyer's representative and or lender, will communicate to seller if any requests or concerns arise. In the eventuality that Buyer does not timely submit the appraisal and or appraisal concerns to Seller, Buyer shall be deemed to have waived Buyer's right to do so, and this Agreement shall no longer be subject to an appraisal contingency. In the eventuality that the appraisal will result less than the agreed price. Buyer and seller will negotiate acceptable remedy to include allowing a second appraisal to perform new appraisal report, and or a new lender and or new loan type.

**Extras and or Upgrades**

Buyer agrees that any request for Extras/Upgrades will be set forth in writing on a form prepared and approved by Seller (Change Order). The Change Order must be signed by Buyer and Seller. Buyer acknowledges no subcontractor, workman or vendor has authority to agree on behalf of Seller to any change order. Buyer agrees to allow Seller adequate lead-time to schedule any Extras/Upgrades into the normal building sequence. Seller has the right and absolute discretion to refuse to make changes or install Extras/Upgrades that are requested. Buyer agrees to pay Seller for the performance of work in the Change Order in accordance with the Seller's payment policy. Buyer acknowledges there will be no refunds of payments made by Buyer under the Change Order.

Seller will not accept any Extras/Upgrades request within thirty (30) days of closing.

Buyer further acknowledges any work done on the home pursuant to a Change Order may not increase the appraised value of the Property. Seller shall not be responsible if appraised value does not reflect the amount paid or approved in the Change Order.

Contractors and/or Suppliers. All work and materials to be performed or supplied under the Agreement shall be performed and supplied by Seller's own contractors, subcontractors, employees, agents, materials and suppliers. Buyer shall not have the right to have any work performed or supplies delivered to the Property at Buyer's own direction prior to closing.

All Change orders are processed when the payment is received by the builder.

Buyer agrees not to interfere with the work of Seller's contractors, subcontractors, employees, agents, materialmen and suppliers.

**Orientation Walk Through and Inspection**

Prior to closing, Buyer and Seller shall inspect the Property and execute a walk-through list and document specifying all items that remain to be completed. Buyer agrees that only one (1) List shall be delivered to Seller, to include the inspector list in the eventuality that buyer will hire an inspection company Buyer agrees the List shall be delivered at the Orientation Walk Through Appointment. Buyer acknowledges that Seller will make its best effort to complete all the items specified in the agreed-upon List on a timely basis before closing, but the fact that any repairs, touchups or adjustments are incomplete shall not constitute a valid reason for Buyer's failure to close. Seller will repair or complete after closing any uncompleted items on List as agreed to by Seller in writing, according to Seller's warranty scheduling policy.

The existence of such uncompleted List items shall not entitle Buyer to cancel the Agreement, withhold funds at closing, or delay the closing beyond the Closing Date. Seller will retain exclusive possession of the Home until the closing is performed.

**Walk Through List**

List" are items that remain incomplete or adjustments, touch-ups or repairs not rising to the level of a defect. representative prior to Closing. Buyer acknowledges that the only criteria that will be used to compile the "Walk Through shall not accept a "Walk Through List" of items to be completed until the official walk through is conducted with Seller's agrees that there shall be no withholding of any or all of Seller's proceeds at Closing for "Walk Through List" items. Seller repairs, touchups or adjustments are incomplete shall not constitute a valid reason for Buyer's refusal to close. Buyer further items specified in the agreed upon "Walk Through List" as soon as reasonably possible after closing. The fact that any "Walk Through List" specifying any items that remain to be completed. Seller will make its best effort to complete all of the Prior to Closing, Buyer and Seller (and/or their representative(s)) shall walk through the Property and execute a

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

**Treatment for Termites:** Not later than at closing, Seller shall cause a report to be provided to Buyer from a license Pest Control Operator certifying either that (a) the improvements on the Property have been treated for termites and other wood destroying organisms; or (b) a system to control termites and other wood destroying organisms has been installed to serve the improvements on the Property.

**Other Provisions:**

**Delays:** Seller shall have no liability for any delays in construction caused by strikes, acts of God or nature, sewer or other governmental moratoriums or delays directly caused by Buyer's change orders and/or selection of materials. In the event of such delays, the closing date and the date to complete Seller's other obligations herein may be extended, in the sole discretion of Seller, by the number of days resulting from such delays; provided that, Seller shall notify Buyer of the cause of the delay and the new closing date within ten (10) days following the end of the month in which the delay occurs.

**Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.

**Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by the buyer's mortgage lender or the other party.

**Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.

**No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.

**Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.

**Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate compensation; (2) any warranty of title; (3) all written representations and disclosures of Seller in this Agreement regarding the Property; (4) the section on condemnation; (5) the obligations of the parties regarding ad valorem real property taxes; (6) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing; (7) any construction warranties set forth herein; and (8) any agreements and procedures relative to arbitration.

**Time of Essence:** Time is of the essence of this Agreement.

**Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

**WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent emails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyers and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

**Limit on broker's liability. Buyer and seller acknowledge that broker(s):**

Shall, under no circumstances, have any liability greater than the amount of the real estate compensation paid hereunder to broker (excluding any compensation amount paid to a cooperating real estate broker, if any) or, if no real estate compensation is paid to broker, than a sum not to exceed \$100; and notwithstanding the above, shall have no liability in excess of \$100 for any loss of funds as the result of wire or cyber fraud.

**Exhibits and Addenda:** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- All Cash Sale Exhibit \_\_\_\_\_
- Conventional Loan Contingency Exhibit \_\_\_\_\_
- FHA Loan Contingency Exhibit \_\_\_\_\_
- USDA-RD Loan Contingency Exhibit \_\_\_\_\_
- VA Loan Contingency Exhibit \_\_\_\_\_
- New Construction Exhibit \_\_\_\_\_
- Community Association Disclosure Exhibit \_\_\_\_\_
- Legal Description Exhibit \_\_\_\_\_
- New Construction Plans and Specifications Exhibit \_\_\_\_\_
- New Construction Seller Disclosures Exhibit \_\_\_\_\_
- Sale or Lease of Buyer's Property Contingency Exhibit \_\_\_\_\_
- Seller's Property Disclosure Statement (New Construction) \_\_\_\_\_
- Survey of Property as Exhibit \_\_\_\_\_
- COVID-19 Addendum \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

**Buyer Acceptance and Contact Information**

1 \_\_\_\_\_  
**Buyer's Signature**

\_\_\_\_\_  
Print or Type Name Date

\_\_\_\_\_  
Buyer's Address for Receiving Notice

\_\_\_\_\_  
Buyer's Phone Number:  Cell  Home  Work

\_\_\_\_\_  
Buyer's E-mail Address

2 \_\_\_\_\_  
**Buyer's Signature**

\_\_\_\_\_  
Print or Type Name Date

\_\_\_\_\_  
Buyer's Address for Receiving Notice

\_\_\_\_\_  
Buyer's Phone Number:  Cell  Home  Work

\_\_\_\_\_  
Buyer's E-mail Address

**Buyer's Broker/Affiliated Licensee Contact Information**

\_\_\_\_\_  
Buyer Brokerage Firm

\_\_\_\_\_  
Broker/Affiliated Licensee Signature Date

\_\_\_\_\_  
Print or Type Name Real Estate Licence #

\_\_\_\_\_  
Licensee's Phone Number

\_\_\_\_\_  
Licensee's Email Address

\_\_\_\_\_  
REALTOR® Membership

\_\_\_\_\_  
Broker's Address

\_\_\_\_\_  
Broker's Phone Number Fax Number

\_\_\_\_\_  
MLS Office Code Brokerage Firm Licence Number

**Seller Acceptance and Contact Information**

1 \_\_\_\_\_  
**Seller's Signature**  
**IDK Homes INC (Ronald C Jenelle Jr)**

\_\_\_\_\_  
Print or Type Name Date

**4400 Columbia Rd. Suite 102 Martinez Ga 30907**  
Seller's Address for Receiving Notice

\_\_\_\_\_  
**(706) 524-7768**

Seller's Phone Number:  Cell  Home  Work

**tina@idkhomes.com**  
Seller's E-mail Address

**Seller's Broker/Affiliated Licensee Contact Information**

\_\_\_\_\_  
Seller Brokerage Firm

\_\_\_\_\_  
Broker/Affiliated Licensee Signature Date

\_\_\_\_\_  
Print or Type Name Real Estate Licence #

\_\_\_\_\_  
Licensee's Phone Number

\_\_\_\_\_  
Licensee's Email Address

\_\_\_\_\_  
REALTOR® Membership

\_\_\_\_\_  
Broker's Address

\_\_\_\_\_  
Broker's Phone Number Fax Number

\_\_\_\_\_  
MLS Office Code Brokerage Firm Licence Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of \_\_\_\_\_  
and has been filled in by \_\_\_\_\_