



ONSITE HOMES ADDENDUM TO CONTRACT

Seller/Builder: Onsite Homes, LLC, a North Carolina Limited Liability Company

Buyer: _____

Property: _____

Seller and Buyer are referred to herein collectively as “the Parties”. This addendum to the Offer to Purchase and Contract (the “Contract”) between the Parties, by reference hereto, is incorporated and is a part of said contract, as follows:

- 1. Superseding Agreement.** Notwithstanding any express provision stating that the terms of the Contract to which this Addendum is attached to will control in the event of conflict, Buyer’s signature to this Addendum acknowledges that the Addendum is controlling in the event of a conflict of terms in the Contract.
- 2. Closing Costs.** Buyer acknowledges and agrees to pay the North Carolina property transfer tax at Closing on the Settlement Statement. Buyer further acknowledges and agrees that Buyer shall pay to Seller a Builder Fee, equal to \$599.00 (the “Builder Fee”). The Builder Fee represents additional compensation to Seller and is intended to cover various internal costs associated with the administration of this Contract.

Builder’s preferred Closing Attorney is Jennifer Kirby Fincher, PLLC (“Preferred Closing Attorneys”). In the event that Buyer does not complete its purchase of the Property with Preferred Closing Attorneys, then Buyer acknowledges and agrees that Buyer shall pay at Closing the cost of preparing the deed and all other documents necessary under the Contract in the amount of \$350.00, said fee being payable to Preferred Closing Attorney at Closing on the Settlement Statement.
- 3. Restrictive Covenants.** Buyer(s) has received a copy of the restrictive covenants from his/her agent and acknowledges his/her responsibility to read them for compliance.
- 4. School District.** It is Buyer(s) responsibility to confirm school assignment and any potential redistricting.
- 5. Selections & Changes.** Onsite Homes builds “pre-assigned, speculative” homes – not custom homes, which means all selections are made from our pre-chosen samples and vendors. Onsite Homes does not accommodate “vendor shopping”. All the items that Buyer can choose will be selected from an approved vendor of Onsite Homes. Any pricing (i.e. upgrades, fences, etc.) will be done directly through Builder. Pricing in the field done by a trade partner and/or field associate will not be honored.

Builder will not install or allow installation prior to closing any items provided/purchased by the Buyer(s). Buyer(s) may not engage the Building Superintendent, or tradesman/subcontractors to make additions or

Buyer’s Initials: _____ Seller’s Initials: _____

changes of any kind while under construction and/or prior to closing. Such changes must be coordinated between Buyer's agent and the Onsite Homes representative.

Buyer(s) shall coordinate all available interior and exterior selections through Builder's agent. Buyer(s) will have seven (7) days from the date of accepted contract for selections to have been made and/or make changes, upgrades, or additions. A two-hundred fifty-dollar (\$250) fee plus the cost per accepted change will apply after thirty (30) days from the date accepted contract. The stage of construction at the time of contract will determine which changes the Builder will accommodate. All upgrades, changes and additions must be submitted on a Change Order form prepared by your agent. If it is not in writing- and signed by all parties- on Onsite Homes' Change Order form and paid for, no upgrades, changes, or additions will be made. Upgrades, changes, and additions must be paid for in advance and are non-refundable. Fifty (50) percent of the cost of any upgrade, change, or addition is required at the time of contract and the balance due within a minimum of thirty (30) days or before order/installation, whichever is less. At times, payment agreements can be modified or amended in writing for specific items or upgrades.

- 6. Floor Plans.** Floor plans vary regarding square footage, special features and upgrades; therefore, many of the items viewed in other homes may not be standard. Additionally, floorplan features may not be specific to your build, your build will reflect your signed build plan. Changes to that plan may require upgrade charges and could delay construction and the final closing of home.
- 7. Closing & Delays.** Builder shall diligently pursue the construction of the House and shall complete construction as a "turn-key" job on/or before the closing. If Builder is delayed at any time in the process of construction by a) any act or neglect of Buyer(s), b) any changes ordered in the construction, c) material shortages, adverse weather conditions, or delays in transportation which were not reasonably anticipated or d) acts of God, then the time for completion on construction of the House and closing shall be extended automatically by a reasonable time to account for the delay experienced. Construction shall be deemed complete when i) the House has been completed in accordance with the Plans and Specifications and is broom-clean; ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the house. Builder is not responsible for any fees i.e. extension of interest rate lock, etc. resulting in such delays of closing. Closing dates are targeted closing dates set in advance of completion. Actual date could change during construction. Buyer is responsible for communicating with Builder to determine final settlement date.
- 8. Site Visits.** In accordance with the Builder's insurance company and NC State Law: a) Buyer(s) understand and agree that they will not be on the job site between the hours of 6:00 am and 6:00 pm during weekdays unless accompanied by their agent; b) Buyer(s) understand that they enter the job site at their own risk, even when accompanied by the Builder or agent; c) Buyer(s) enter the job site after hours at their own risk.
- 9. Utilities.** The Buyer(s) is responsible for having the utilities turned on in their name within two (2) days after closing, i.e. electric, water/sewer, and gas.
- 10. Walk Through.** The Builder and Buyer(s) shall have an initial walk-through no less than one (1) week prior to closing. Any items that need to be addressed will be coordinated by our superintendent and will

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be written down and noted in Buyer's file. Those items shall be repaired, and Builder shall schedule a final walk-through to inspect those items for completeness no less than one (1) day prior to closing. Only items that are deficiencies in construction and finish that do not meet industry standards will be considered.

- 11. Mutual Non-Disparagement.** Each of the Parties covenant and agree that neither they nor any of their respective agents, subsidiaries, affiliates, successors, assigns, officers or directors, shall in any way, directly or indirectly, alone or in concert with others, cause, express or cause to be expressed in a public manner, orally or in writing, any remarks, statements, comments or criticisms that disparage, call into disrepute, defame, slander or which can reasonably be construed to be defamatory or slanderous to the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, stockholders, agents, attorneys or representatives, or any of their products or services.
- 12. The HBW Warranty.** Buyers(s) agree(s) to the substitution of HBW Warranty in lieu of any warranty, express or implied, identified in the Contract. At or about close of escrow, Seller will purchase for Buyer(s) a HBW Warranty administered by Home Buyers Warranty Corporation ("HBW"). The HBW Warranty is a limited warranty that provides one-year workmanship, one-year systems and ten-year qualifying structural defect coverage. As consideration for the HBW Warranty, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in HBW Warranty and has had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.
- 13. Arbitration Agreement.** Any and all claims or disputes between Seller, and Buyers(s), HBW and/or the Warranty Insurer arising from or relating to the HBW Warranty, Purchase Contract, the Home, the real property on which it is located, and any common elements in which the Homeowner has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by binding arbitration. The arbitration shall be conducted by Construction Dispute Resolution Services LLC, or DeMars & Associates, Ltd, or some other mutually agreeable services. The decision of the arbitrators shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. Any person in contractual privity with the Builder whom the Buyer contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder and Buyer agree that this agreement and arbitration provision involve and concern interstate commerce and all governed by the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any different or inconsistent state or local law, ordinance or judicial role.
- 14. Further Agreement.** Effective one year from the date of closing on the purchase of the Home, Buyer(s) waive the right to seek damages or other remedies from the Seller, its subcontractors, agents, suppliers or design professionals for any defect to the Home, the real property upon which it is situated, and any common elements Buyers(s) have any interest in, under any common law or statutory theory of liability, including but not limited to negligence and strict liability. Buyer's(s') exclusive remedy for any such defect shall be coverage provided in the HBW Warranty. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the law of the state in which the Home is

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located and shall be applicable to any claim made after the effective date of this Addendum. This paragraph shall not be applicable where prohibited by law or to any written warranty provided by a manufacturer or vendor who has supplied any appliance or component.

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The intent of this addendum is to acknowledge that the parties intend to work together in a professional and respectful manner to reach a common goal. By signing this Addendum, Buyer(s) agree to all terms of the arbitration agreement and waive your right to a jury trial or class action litigation. All other provisions of the contract remain unchanged and in full force and effect.

Buyer(s)	Date	Onsite Homes, LLC	Date
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Buyer(s)	Date
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Buyer's Initials: _____ Seller's Initials: _____