

### **Special Stipulations for New Construction Purchase and Sale Agreement:**

1. Section 4.a. of the Agreement is deleted in its entirety and replaced with the following:
  - a. Remedies of Seller. If Buyer defaults on any of Buyer's obligations in this Agreement, Seller may pursue any and all 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.
2. Notwithstanding anything to the contrary contained in the Agreement, in the event Seller, in Seller's sole and absolute discretion, determines there is a dispute between the parties which cannot be resolved, Seller may terminate this Agreement and return to Buyer the Earnest Money, Construction Deposit or other similar deposits, payments for change orders, all third-party vendor payments and the sum of \$250, which shall constitute full and final satisfaction of all claims between Buyer and Seller.
3. Seller takes site safety seriously during construction of a new home. Buyer agrees to the following:
  - a. Buyer must schedule all site visits with the listing agent or Seller's representative. A minimum of two (2) business days-notice is required. A Seller representative must accompany Buyer or any third-party inspector on all site visits.
  - b. Site visits shall occur Monday - Friday between 9:00 am to 2:30 pm at times reasonable to Seller or Seller's representative.
  - c. No persons under the age of 12 shall be allowed on site.
  - d. Seller has sole discretion to determine the number and duration of all site visits.
  - e. If Buyer hires a third-party inspector to inspect the Property, Buyer or Buyer's agent shall schedule such inspection with Listing Agent or Seller's representative at least 1 week in advance.
  - f. Seller will not be responsible for any injuries that may occur during an unauthorized site visit.

If Buyer is in default of these terms, Seller shall have the right to terminate the Agreement and retain the Earnest Money, the Construction Deposit or other similar deposits, payments for completed change orders and all third-party vendor payments.

4. Buyer's obligations hereunder are not contingent on the house appraising for the Purchase Price.
5. Buyer shall not disparage Seller, or any of Seller's officers, directors, employees, contractors or shareholders, to any other person or entity through any form of communication, including, without limitation, verbal, written or electronic, or any form of media, including without limitation, social media. This clause shall survive the expiration or termination of this Agreement or the closing of the purchase and sale of the Property, as applicable.

6. To the extent of any inconsistencies between the terms of these Special Stipulations and the terms otherwise set forth in the Purchase and Sale Agreement, the terms of these Special Stipulations shall control.

AGREED TO:

Buyer

Buyer

Seller:

Herbert Homes, Inc.

By 

*Herbert Homes Inc. Mark Herbert President* dotloop verified  
03/03/22 8:15 PM EST  
QUJ3-V85A-GPT6-ZYBW

M.B. Herbert, President

*Barbara Dubois* dotloop verified  
03/03/22 9:44 AM EST  
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Listing Broker

Selling Broker