



# UNIFORM REAL ESTATE SALES AND PURCHASE CONTRACT FOR NEW CONSTRUCTION



(This form prepared by the Lexington-Bluegrass Association of REALTORS for exclusive use of members)

Once executed by all parties, this is a legally binding contract. You should read it carefully and completely before signing it. If you do not understand any part of this document you should seek legal and/or accounting advice.

Date \_\_\_\_\_

1. BUYER offers and agrees to pay the sum of \$ \_\_\_\_\_ through \_\_\_\_\_  
\_\_\_\_\_ for the following property located in \_\_\_\_\_  
County, Kentucky, and more particularly described as follows: \_\_\_\_\_

\_\_\_\_\_ aka: Lot # \_\_\_\_\_ with all  
improvements thereon, plus all articles so attached or built in which, if removed, would leave the premises in a damaged,  
incomplete, or unfinished condition, plus the following:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **EARNEST MONEY:** As evidence of BUYER'S good faith to bind this contract, earnest money in the sum of  
\$ \_\_\_\_\_ check ( ) cash ( ) is hereby deposited in escrow with \_\_\_\_\_ to  
be credited to BUYER at closing. Said earnest money shall only be removed from said escrow account pursuant to KRS 324.111.

3. **CASH ADVANCE:** The sum of \_\_\_\_\_ shall be paid to the BUILDER by the BUYER as a cash  
advance. BUYER understands and agrees that said cash advance will be used by the BUILDER in the construction of the  
house and shall not be refundable unless agreed otherwise in this CONTRACT. BUYER further understands and agrees that  
the Realtor(s) involved in this transaction are not going to deposit said sum in an escrow account and that the Realtor(s) are  
not responsible or liable for the BUILDER'S use of said money. Said Cash Advance shall be paid as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **BALANCE OF PURCHASE PRICE:** To be paid as follows:  
\_\_\_\_\_(a) **CASH:** The balance of the purchase price in the amount of \$ \_\_\_\_\_ shall be paid on delivery  
of deed. Verification of BUYER'S ability to pay said sum shall be furnished to BUILDER within \_\_\_\_\_ calendar days  
of the date of acceptance of this CONTRACT, time is of the essence.

\_\_\_\_\_(b) **NEW FINANCING:** Balance of down payment (\$ \_\_\_\_\_) on delivery of deed, and mortgage  
portion of the purchase price as follows:  
BUYER to obtain a \_\_\_\_\_ loan in the amount of \$ \_\_\_\_\_ at an interest rate of  
\_\_\_\_\_  
\_\_\_\_\_, if available, but, in any event, not to exceed \_\_\_\_\_%, except as agreed herein below. This loan (with a  
maximum adjustment for first adjustment period \_\_\_\_\_%, maximum adjustment for life of the loan \_\_\_\_\_%) to be  
amortized for a period of \_\_\_\_\_ years, with monthly payments of approximately \$ \_\_\_\_\_ for principal and  
interest and a total approximate payment of \$ \_\_\_\_\_ which would include taxes, insurance and other special  
assessments. BUYER agrees to pay discount points not to exceed \_\_\_\_\_%, closing costs, and prepaid items at the time  
of closing.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_

(c) BUYER agrees to apply for and lock in the above-mentioned loan within five (5) calendar days from the date of acceptance  
of this CONTRACT and shall proceed with due diligence to obtain said loan. In the event BUYER chooses not to lock in the  
rate, BUYER assumes all liability for any rate increase and agrees to close the loan at the prevailing rate.

(d) BUILDER may, at his/her option, delay construction until proof of financing satisfactory to BUILDER has been provided by  
BUYER. Such delay by BUILDER shall not be considered a default.

Property Address \_\_\_\_\_ Zip Code \_\_\_\_\_ Contract # \_\_\_\_\_

(e) BUYER agrees and gives permission for BUILDER and/or their representatives to obtain BUYER'S qualifying and credit information from the Mortgage Company. BUYER agrees to secure financing through \_\_\_\_\_ Mortgage Company. Any change in this must first be approved by the BUILDER in writing. No escrows or inspection fees will be paid by the BUILDER unless specifically approved by BUILDER in writing prior to closing. BUYER understands that BUILDER will only be responsible for deed stamps and will not pay any fees by the Lender or the Lender's Attorney. BUYER must notify Lender of the above conditions at application.

(f) Should BUYER be unable to obtain said financing, for any reasons other than failure to lock in the rate, this CONTRACT shall be null and void, and the earnest money and cash advance, if any, shall be refunded, with both parties signing a release to this effect. If, however, BUYER is unable to obtain financing because of his/her failure to lock in the rate BUILDER shall retain the cash advance as liquidated damages, and pursue any other legal remedies available.

\_\_\_\_ FHA/VA SALE ONLY: It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture or earnest money deposits otherwise unless the BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$\_\_\_\_\_ (should be at least the sales price). The BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the U.S. Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor the condition of the property. The BUYER should satisfy himself/herself that the price and condition of the property are acceptable.

**REAL ESTATE CERTIFICATION**

We affirm that this is a bona fide transaction; that the terms of the sales contract and addenda thereto are true; that there have been no other agreements entered into among the borrower, BUILDER and real estate agent except those attached to the sales contract; that no loans have been or will be made to or assumed by the borrower for purposes of financing this transaction other than those described in the sales contract and any addenda thereto; that the borrower will not be paid or reimbursed for any part of the down payment, cash or otherwise; and that the borrower will not be paid or reimbursed for any part of the borrower's closing costs.

We fully understand that it is a Federal crime, punishable by fine or imprisonment, or both, to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, U.S.C., Section 1014.

The undersigned hereby certify that they have read the above regarding FHA/VA transactions.

_____	_____	_____	_____
BUYER	Date	BUILDER	Date
_____	_____	_____	_____
BUYER	Date	BUILDER	Date
_____	_____	_____	_____
BROKER	Date	BROKER	Date

5. **PRORATION:** All rents, taxes, interest, association fees, and assessments shall be prorated to date of transfer of deed.

6. **CONSTRUCTION TIME:** BUILDER estimates completion of construction within \_\_\_\_\_, except for delays caused by changes or acts of BUYER, or persons employed by BUYER, acts of arbitration, failure of any subcontractor or materialman, fires, strikes, acts of public authority, inclement weather, allocation of materials priorities, delays or defaults by public or private carriers, shortages of materials or labor, acts of God, or other work stoppages, casualties, or other causes beyond the control of BUILDER. BUILDER reserves the right to make changes and substitutions in the construction as may be necessary because of the unavailability of materials through BUILDER'S ordinary and usual sources of supply or as may be required by law, provided the changes or substitutions are of equal or better quality. BUYER understands the BUILDER'S estimated construction time is an educated opinion of time and is a TARGET DATE only.

7. **PLANS AND SPECIFICATIONS:** Construction plans and specifications are incorporated herein by reference. Each page of the plans and specifications shall be signed and dated by the parties. The plans are the property of the BUILDER and shall not be delivered to BUYER unless otherwise agreed herein. Unless otherwise agreed, BUILDER shall determine the location and elevation of all improvements on the lot. Except for the structural integrity of the residence, BUILDER is not responsible for accuracy of plans supplied by BUYER.

8. **MATERIALS AND LABOR:**

(a) All materials shall be provided by the BUILDER and BUILDER shall perform all work in a workmanlike manner in accordance with the plans and specifications.

(b) BUILDER shall not permit any materialmen's or mechanic's liens to be placed upon the property. In the event any such liens shall be filed against the property, BUILDER shall remove same within ten (10) calendar days of notice of their

BUYER's initials    Date/Time    BUYER's initials    Date/Time    2    BUILDER's initials    Date/Time    BUILDER's initials    Date/Time

filing. BUILDER'S failure to remove said liens shall be a default under this CONTRACT. Section B shall survive hereof the closing. BUILDER shall not be responsible for any materials or labor supplied by BUYER.

9. **SUPERVISION:** BUILDER or BUILDER'S representative shall supervise all phases of the construction. BUYER agrees not to interfere in any way with said supervision and agrees not to attempt to direct the work of any of the BUILDER'S employees, suppliers or subcontractors.

CAUTION: For the safety of all parties, BUYER agrees not to walk around the construction site unattended. To tour the construction site, BUYER will call their sales representative to arrange a meeting after construction hours (5:00 p.m.). As to be expected, there are numerous hazards present during the construction of a new home, some of which may cause serious injury or even death.

BUYER acknowledge that they understand that construction sites can include certain hazards and agree to assume all risks of injury or damage to them or any other person or property as a result of any visit to the construction site. BUYER further agree to indemnify, release, and hold harmless BUILDER and it's owners, directors, officers, employees and agents from any such injury or damage.

10. **ADDITIONAL WORK:** BUYER shall not negotiate for additional work with BUILDER'S employees, suppliers, or subcontractors without BUILDER'S written consent.

11. **CHANGE ORDERS:** All changes requested by BUYER shall be by written change order, shall be paid for in advance, and shall be non-refundable in the event of BUYER default. Processing fee shall be \$ \_\_\_\_\_

12. **WARRANTIES AND INSPECTIONS:**

\_\_\_\_\_ (a) At the time of transfer of title of the lot and residence to BUYER, BUILDER shall execute AND DELIVER TO buyer the following home owners warranties and said warranties shall survive the closing: (check all that apply)

- \_\_\_\_\_ Standard Association of Home Builders Limited Warranty
- \_\_\_\_\_ Written Warranty provided by Builder
- \_\_\_\_\_ Other Additional Warranty(ies) \_\_\_\_\_

BUYER AND BUILDER AGREE THAT SUCH WARRANTY SHALL CONSTITUTE THE SOLE WARRANTY FROM BUILDER TO BUYER AND THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. BUILDER reserves the option to replace with equal quality, repair or pay reasonable sums for any warranty item. If defects are claimed by BUYER, BUYER and BUILDER shall comply with the claim procedures in the warranty, including but not limited to the notice requirements. If BUILDER fails to comply with the claim procedures in the warranty or if the parties are unable to mutually resolve any question with respect to the performance of this Agreement, BUYER may contact the Home Builders Association of \_\_\_\_\_, and request conciliation. The provisions of this last sentence shall not apply unless BUILDER is at all times during the conciliation procedure a member of the Home Builders Association of \_\_\_\_\_. The Association provides the conciliation procedure only as a service to its members and the homebuyer and does not undertake or guarantee, expressly or by implication, to perform any obligation of BUILDER resulting from such procedure. If the parties are unable through conciliation to mutually resolve any controversy or claim arising out of or relating to the limited warranty, or an alleged breach thereof, then it shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for the Real Estate Industry and judgment on the award rendered by the arbitrators(s) may be entered in any court having jurisdiction thereof. The required fee to bring about said arbitration shall be equally shared by BUILDER and BUYER.

(b) All manufacturers' warranties shall be furnished to the BUYER. BUYER understands and hereby acknowledges that the BUILDER has made no warranties, expressed or implied, in connection with the heating and cooling systems, appliances, gas fireplaces to be installed in the above-described property, and the only express warranties, if any, are those made by the manufacturer. BUYER further understands and acknowledges that his/her sole remedy for manufacturing defects are against the manufacturer. BUILDER, however, agrees to cooperate with BUYER and make reasonable efforts to facilitate any such claims.

(c) Wood Destroying Organisms: Prior to closing, the BUILDER must (1) provide the BUYER with a soil pretreatment certificate acceptable to VA, FHA, or FNMA or (2) if permissible under financing condition set out herein, obtain, pay for, and present the BUYER with a wood destroying organisms certificate acceptable to FHA, VA, FNMA and the respective mortgage lender showing the premises and improvements to be free from infestation. Such inspection and report must be provided by a

technician certified by the Kentucky Division of Pesticides and employed by a duly insured and Kentucky licensed pest control expert. BUILDER acknowledges that current FHA and VA guidelines may require soil pretreatment before FHA or VA financing can be obtained by BUYER.

\_\_\_\_\_ (d) Inspections: Once the improvement is substantially complete as evidenced by a CERTIFICATE OF OCCUPANCY, BUYER, at BUYER'S expense, may have an independent inspection of the property by an inspector recognized in his/her respective industry as being qualified to make the required inspection, and licensed, where possible. In the event of deficiencies BUILDER shall make necessary corrections unless BUILDER disagrees that deficiencies exist. In the event of such a disagreement, BUILDER and BUYER agree to obtain an opinion from the local building inspector and agree to abide by his/her decision.

\_\_\_\_\_ (e) Because Seller is a registered Builder and a one year limited warranty (as described in paragraph 12-a) is in effect on this property, BUYER declines an independent inspection.

(f) Within forty-eight (48) hours prior to closing, BUYER may inspect the property as scheduled with BUILDER, and give BUILDER, or BUILDER'S agent, written notice of any deficiencies, which still exist. Said deficiencies shall be corrected prior to closing unless they are punch list items. BUYER understands and agrees that there are certain items commonly referred to as "punch list" items which shall be completed after closing, and that BUYER may not delay closing because of the existence of these items. BUILDER agrees to give BUYER written notice at closing of the process and timetable for completing each of the punch list items.

(g) Trees: BUILDER shall attempt to preserve certain trees on the lot. However, BUILDER gives no assurance that some of or all of the trees shall not be damaged or removed during construction or grading of the lot or installation of utilities and pipes. After delivery of deed, except those installed by BUILDER'S nurseryman and warranted by same, BUILDER shall not be responsible for the removal of any dead or dying trees.

(h) BUYER acknowledges materials and/or fixtures supplied and/or installed by BUYER shall not be warranted by BUILDER.

(i) If BUILDER does not furnish a written warranty pursuant to paragraph 12 (a) then BUILDER shall furnish a seller disclosure of property condition in accordance with the requirements of KRS 324.360.

THE LEXINGTON-BLUEGRASS ASSOCIATION OF REALTORS RECOMMENDS A WRITTEN BUILDER'S WARRANTY BE PROVIDED WHEN PURCHASING A NEWLY CONSTRUCTED HOME.

13. **NOTICE AND OPPORTUNITY TO REPAIR ACT:** If after taking possession Buyer believes a construction defect exists in the Residence, Buyer shall first comply with any conciliation or warranty provisions provided in this contract. If those remedies do not result in a satisfactory solution, the parties shall implement the provisions of Kentucky's Notice and Opportunity to Repair Act (hereafter, "NORA"), which provides in part the following:

- a. Buyer shall describe the claim in writing in reasonable detail delivered to the Builder;
- b. Not less than twenty-one (21) days after receipt of that written notice, Builder shall send a written response to Buyer to arrange an inspection, offer to correct the defect or compensate Buyer for the defect, or state in writing an intent not to take any remedial action.

**THE NOTICE AND OPPORTUNITY TO REPAIR ACT CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER LEGAL REMEDIES FOR DEFECTIVE CONSTRUCTION AGAINST THE BUILDER OF YOUR HOME. YOU MUST DELIVER TO THE BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.**

14. **LAWS AND ORDINANCES:** BUILDER shall comply with all federal, state, and local building laws, ordinances, and codes, including building, worker's compensation, planning and zoning.

15. **EXECUTION OF DOCUMENTS:** BUILDER agrees to execute documents, including affidavits, required by the BUYER and/or the BUYER'S lender, certifying that all material and labor costs have been paid in full and warranting that no mechanic and/or materialmen's liens will be filed.

16. **UNUSUAL EXCAVATION OR GRADING:** Unless otherwise agreed, the purchase price does not include unusual excavation or grading costs resulting from ground terrain, underground springs, rock removal, relocation of utility lines, removal of tree stumps, or similar conditions. If such conditions are discovered or additional soil is needed, BUILDER and BUYER shall negotiate payment for the additional cost, and in the event they cannot reach an agreement, this CONTRACT is voidable at the option of either party. In the event the CONTRACT is voided, both parties shall sign a release of the CONTRACT and authorizing the refund of earnest money and cash advance, if applicable. In the event BUYER voids the CONTRACT, BUILDER shall be entitled to compensation for hard cost expenditures to that point, as evidenced by invoice.

17. **DISCLOSURES:**

- (a) **SCHOOLS:** BUYER understands that current school placements are not guaranteed and may be changed at any time. The BUYER is advised to contact the appropriate board of education.
- (b) **SQUARE FOOTAGE:** BUYER is advised that representations relating to square footage are approximate and are not warranted. BUYER is advised to make an independent determination of square footage prior to closing this CONTRACT.
- (c) **PLAT:** BUYER has received and reviewed a copy of the plat for this property. Cabinet \_\_\_\_\_ Slide \_\_\_\_\_ County of \_\_\_\_\_
- (d) **PROPERTY BOUNDARY:**
  - (1) BUYER is advised that representations relating to the property's boundary are believed to be accurate, but are not warranted. The BUYER is advised to have a pinned and staked survey prior to closing.
  - (2) Further, due to plat amendments, utility easements, and drainage complications, no final representations regarding the actual lot dimensions or particulars may be relied upon until official staking of lot immediately preceding digging for footers.
  - (3) In the event of a complication in placement of house on lot, BUYER shall have option a) move to a different lot; b) receive a release of cash advance less any drafting fees and contractual obligations to BUILDER; c) review option for amendment to original plans. BUYER shall finalize decisions within seven (7) days of receipt of notice from BUILDER to BUYER or BUYER'S agent.
  - (4) BUYER acknowledges they understand that any vacant land in a subdivision or near construction site may be developed or altered in the future.

(e) **SUBDIVISION RESTRICTIONS:** BUYER has received and reviewed the subdivision restrictions governing the use of this property and agrees to abide by same. Deed Book \_\_\_\_\_ Page \_\_\_\_\_ County of \_\_\_\_\_

(f) **RETENTION / DETENTION / WATERSHED:** BUYER acknowledges that he/she is aware of his/her responsibilities as to the maintenance of any retention/detention basins or any other watershed beds or structures on or adjacent to the property, if applicable.

(g) **HOMEOWNER'S ASSOCIATION BYLAWS, COVENANTS, AND OTHER GOVERNING DOCUMENTS:** BUYER has received and reviewed a copy of the Homeowner's Association Bylaws, Covenants, and other governing documents, and agrees to abide by same. Annual HOA fees are \$ \_\_\_\_\_, and are subject to change. Neighborhood club dues are \$ \_\_\_\_\_ annually, membership is mandatory/optional (circle one) and dues and regulations are subject to change.

(h) **AGENCY DISCLOSURE:** BUYER and BUILDER acknowledge they have received and read a copy of the Consumer Guide to Agency Relationships and the Agency Disclosure statement, as required by 201 KAR 11:400.

(i) **REAL ESTATE LICENSEE:** The \_\_\_\_\_ is a licensed real estate agent in the Commonwealth of Kentucky. (BUILDER/BUYER)

(j) **OWNER'S TITLE INSURANCE:** BUYER understands that all defects in title may not be discovered by a title examination. BUYER is advised to consult a Real Estate title insurance representative or an attorney regarding Owner's Title Insurance.

18. **ACKNOWLEDGEMENT:** The BUYER and SELLER acknowledge that a licensee in this transaction may receive a fee, salaries, compensation or other payments for services actually performed or rendered from any service provider.

19. **EXCHANGE:** BUYER and/or SELLER may elect to treat this transaction as an exchange under IRC Section 1031 at no cost or liability to the other party.

20. **CLOSING AND TITLE:** This TRANSACTION shall be closed \_\_\_\_\_, or within four (4) calendar days after substantial completion of the improvements, whichever is later. The BUILDER shall notify the BUYER in writing of the anticipated substantial completion date at least \_\_\_\_\_ calendar days prior to said date. Substantial completion shall be defined as the date when the CERTIFICATE OF OCCUPANCY is issued by the appropriate governmental

Property Address \_\_\_\_\_ Zip Code \_\_\_\_\_ Contract # \_\_\_\_\_

agency. The closing shall be at a place mutually agreeable by the BUYER and BUILDER. At closing an unencumbered marketable title to the property shall be conveyed to BUYER by deed of general warranty with the usual covenants such as any national title company shall insure, free and clear of all liens and encumbrances except (a) such liens and encumbrances as BUYER may specifically approve and (b) easements of record and all restrictions of record as to the use and improvements of the property. Should the title to the property appear defective, BUILDER shall have 14 days after receipt of notice from BUYER of such defect or defects within which to correct same at the cost of the BUILDER. Should BUILDER be unable to correct the defect, this CONTRACT is voidable at option of BUYER with both parties signing a release of the CONTRACT and authorizing the refund of earnest money and cash advance, if applicable. If the parties to this CONTRACT desire that any term of this agreement survive the closing and transfer of deed to BUYER, an agreement must be executed prior to closing acknowledging such an intent.

21. **RISK OF LOSS:** Risk of loss shall remain with BUILDER until closing or possession is delivered.

22. **POSSESSION:**

- (a) Possession of the property shall be defined as acceptance of the deed, delivery of the key, or entry upon the property, whichever is earliest. Upon possession of the property, BUYER accepts the property as completed, except for matters covered by warranties pursuant to paragraph 12, or as otherwise agreed in writing.
- (b) In the event the BUILDER agrees to allow BUYER to occupy the property prior to closing, BUYER shall pay BUILDER per the Preoccupancy Agreement executed prior to closing.

23. **ADDENDA:** The following addenda are attached hereto and incorporated herein by reference:

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24. **OTHER TERMS AND CONDITIONS** (Have BUYER and BUILDER initial, date, and time after each entry):

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25. **HEIRS, SUCCESSORS, AND ASSIGNS:** Heirs, successors, and assigns are bound under the terms of this CONTRACT. All parties are hereby made aware of KRS 381.280 (<http://www.lrc.ky.gov/krs/381-00/280.PDF>) which, among other things, states that an individual who is convicted of a felony related to the death of a decedent forfeits all interest in and to the property, including life insurance proceeds, of said decedent.

26. **ASSIGNMENT:** This CONTRACT is non-assignable without the written consent of both parties.

27. **CONTRACT INTERPRETATION:** This CONTRACT shall be interpreted according to the laws of the Commonwealth of Kentucky. Use of singular for BUYER and BUILDER includes all buyers and builders, if more than one.

28. **FAIR HOUSING:** The BUILDER and BUYER acknowledge receipt of a copy of the brochure titled "What Kentucky's Fair Housing Law Means" provided by the listing/selling Realtors. This property was offered for sale without regard to race, color, sex, religion, national origin, handicap or familial status. Additionally, Fayette County properties are offered for sale without regard to sexual orientation.

29. **DEFAULT:**

- (a) In the event of default, the parties may pursue all available legal remedies. Should a default occur and legal action is instituted, the prevailing party shall be entitled to recover all costs, including a reasonable attorney's fee. In the event the BUYER defaults, this clause shall operate as an assignment to the broker(s), who would have received a commission, of the BUILDER'S right to recover damages from the BUYER in an amount equal to such commission. Should legal action be instituted to collect under this assignment, the Broker(s) shall be entitled to receive all costs, including a reasonable attorney's fee. The parties further agree that such assignment shall survive both this CONTRACT and any release or waiver, which is not signed by the Broker(s).
- (b) Should BUYER default on any obligation under this Offer to Purchase Contract, the BUILDER may at his/her option treat this CONTRACT as null and void and retain all payments made under this CONTRACT. In addition, BUILDER may pursue any other legal remedy available including specific performance. If BUYER causes postponement of the closing beyond the date set out herein, then, in addition to all other damages to which BUILDER may be entitled, BUYER shall pay BUILDER for the postponement an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) per annum of the purchase price for the period of delay. BUYER agrees to indemnify and hold BUILDER harmless from any and all loss, expense, costs, including but not limited to reasonable attorney fees that BUILDER incurs which arise out of any default by the BUYER in performance of his/her obligations under this CONTRACT. If BUILDER defaults on his/her obligations under this CONTRACT, upon written authorization of both parties, all deposits, including but not limited to the earnest money deposit, shall be refunded without prejudice to any other legal remedy available to BUYER. BUILDER shall not be construed to be in default for delays by such circumstances as outlined in paragraph six (6) above.

**We have read this CONTRACT, fully understand the contents thereof, understand and agree that this is the entire agreement between the parties, understand that upon signing, this CONTRACT becomes legally binding, and acknowledge receipt of a copy of CONTRACT. We further acknowledge that we are not relying on any verbal statements or representations, made by either BUI LDER, BUYER or the REALTORS, either expressly or implicitly, warranting the property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities.**

This offer to be accepted on or before \_\_\_\_\_.

REALTOR (Print/ Type)	BUYER'S Signature	Date and Time	BUYER (Print/Type)
Office # _____			
Agent # _____	BUYER'S Signature	Date and Time	BUYER (Print/Type)

The above offer is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

REALTOR (Print/ Type)	BUILDER'S Signature	Date and Time	BUILDER (Print/Type)
Office # _____			
Agent # _____	BUILDER'S Signature	Date and Time	BUILDER (Print/Type)