



## Addendum to Purchase Contract

Address of Subject Home: \_\_\_\_\_

1. **Superseding Agreement.** The provisions of this Addendum are a material consideration for the Builder/Seller to enter into the Purchase Contract to which this Addendum is attached and such provisions supersede and preempt any and all different or inconsistent provisions in the Purchase Contract.

2. **The Builder-Backed Warranty.** At or about close of escrow, Builder/Seller will purchase for Buyer(s) a Builder- Backed Warranty administered by Home Buyers Warranty Corporation. The Builder-Backed Warranty is a limited warranty that provides one-year workmanship and qualifying structural defect coverage for certain construction defects in the subject home. The structural defect coverage expires on the date the Builder/Seller's liability expires under the state Statute of Repose or ten years, whichever is earlier. As consideration for the Builder-Backed Warranty, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Contract. Buyer(s) represents that they have been furnished with a copy of the Builder-Backed Warranty and have had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.

3. **Arbitration Agreement.** Any and all claims or disputes between Builder/Seller, Buyer(s), and/or Home Buyers Warranty arising from or relating to the Builder-Backed Warranty, Purchase Contract, the Home, the real property on which it is located, and any common elements in which the Buyer(s) has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by Negotiated Resolution, then if that fails, by Mediation, as described in Sections 15.2 and 15.3 in the Unit Sale Agreement. If these approaches have been attempted and fail, the claim 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 service. 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/Seller whom the Buyer(s) contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder/Seller and Buyer(s) agree that this agreement and arbitration provision involve and concern interstate commerce and are 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 rule.

By signing this Addendum, Buyer(s) agrees to all terms of the arbitration agreement and waive their right to a jury trial or class action litigation.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Eli Spevak, Cully Green LLC