



TOMLINSON

NEW CONSTRUCTION ADDENDUM (CUSTOM)



The following is part of the Purchase and Sale Agreement dated _____ between _____ ("Buyer") and _____ ("Seller") concerning _____ ("the Property").

- 1. The parties agree and acknowledge that the Agreement provides for the closing of the purchase of a Lot only and that the Purchase price stated in the Agreement only covers the Lot price. The obligations and the Agreement are entered, however, on the condition that the parties also enter a contract pursuant to which Seller shall construct a house on the Lot on behalf of Buyer. The house to be built is identified by Seller's plan designation as follows: _____
2. The Contract Price for the house is expected to be approximately \$_____ and is subject to adjustment as provided below.
3. The Agreement, covering the Lot closing, is contingent upon Buyer and Seller agreeing in writing prior to Closing on a construction contract and plans; which contract and plans shall include such building elevations, site plan documentation, and construction agreements as the parties deem necessary to provide for construction of the house to be built on the Property. The construction agreement will specify the payment terms during the course of construction, amounts for any items which Buyer has the right to select on an allowance basis, any warranty items. Buyer and Seller must reach written agreement on these items and provide written notice of such agreement to the listing and selling brokers, on or before _____, or this contingency will not be deemed satisfied and the Agreement shall terminate.
4. Items which Buyer has the right to choose on an allowance basis are (check those that apply): [] floor coverings, [] counter tops, [] tile, [] light fixtures, [] plumbing fixtures, [] wall paper, [] cabinets, [] appliances, [] landscaping, [] irrigation, [] colors, [] other (specify): _____. The details and amounts of all such allowances will be specified in the construction agreement referred to in Section 3. Seller reserves the right to substitute materials, fixtures and appliances of comparable quality for any which may be designated in the construction plans, it being understood that references to brand names or specific materials are intended to establish the grade or quality rather than the specific item(s) to be used.
5. The parties acknowledge as follows:
A. Any overages in the contract due to changes in the Construction Agreement or Buyer's selection of items which exceed the contract allowances shall be agreed upon in writing and paid in cash to the Builder when changes or selections are made. Unless otherwise agreed in the construction documents, overages will be charged at Seller's total out-of-pocket costs (including charges for labor, materials, equipment, fees, and the like), plus _____% of that total cost for overhead and profit.
B. Buyer acknowledges that it is Buyer's responsibility to obtain and become familiar with any covenants, conditions, restrictions, or other requirements which may affect the Property and/or home. Buyer understands that recorded documents affecting the Property and/or home may, among other things, affect construction and use rights on the Property or create a homeowner's association with the right to collect assessments.
6. Commission. It is understood and agreed that Seller has agreed to pay commission to the real estate agents involved in this transaction based on the lot price and anticipated house purchase price totaling \$_____, or _____% of said amount.
7. In the event of any conflict between the provisions of this addendum and the provisions in the Purchase and Sale Agreement (With Earnest Money Provision), the provisions of this Addendum shall control.

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ BUYER: _____ DATE: _____ SELLER: _____ DATE: _____