



Builder New Construction Addendum

Address: _____

Legal: _____

This document becomes attached to and made a part of the Earnest Money Receipt and Agreement to Purchase between _____ the buyer(s), and _____ the seller(s), dated _____ covering the real property known as: _____

Any reference, in this Agreement to Purchaser, Homeowner or Buyer, shall be one in the same and refer to the Buyer as listed above.

Buyer Initials

Buyer to provide builder with a 90% pre-qualification letter or proof of funds for cash offers within 3 days of fully-executed contract. The builder reserves the right to refuse buyer's lender. Builder must receive buyer's pre-qualification letter before any construction will begin. All offers are contingent on the builder acquiring the lot & construction financing.

Buyer Initials

The estimated date of completion is only an estimate. The builder will make every effort to have the house completed on time. The builder is not responsible for any rate lock extensions, new rate locks, temporary housing, or any issues or costs with buyer's current house or rental. Many things can cause delays in construction: shipment delays, subcontractors, strikes, weather, frozen ground, utilities companies, acts of God, etc.

Buyer Initials

All earnest money & notice to proceed funds are non-refundable and will be released to the builder immediately upon fully-executed contract.

Buyer Initials

Buyer understands that the builder will order a construction appraisal for the construction loan purposes, buyer is responsible for the appraisal needed to secure buyers long term loan, if applicable. Buyer agrees to order appraisal upon request by builder and/or builder's licensee. In the event the appraised value comes in under the contract price, buyer agrees to pay the difference. This addendum shall supersede any FHA/VA amendatory clause, if applicable.

Buyer Initials

Buyer to pay for all change or upgrade fees upfront (even if financing the amount of the change or upgrade). All changes & upgrades will be done by an amendment or change order form approved by buyer in BuilderTrend & accompanied by buyer's funds. Builder will not complete a change or upgrade until builder has received funds along with documentation.

Buyer Initials

Checks for changes/upgrades made out to WM Construction LLC shall be provided to Craig Channer's office at Keller Williams Realty Alaska Group in Wasilla. Change/upgrade funds are non-refundable. Builder's prices for materials and/or labor are subject to change.

Buyer Initials

Buyer agrees to make all selections as soon as possible (delays will cause a delay in closing). Buyer will make all selections with builder's vendors & designated point of contact. If buyer makes purchases other than through the builder's vendors, the builder will not warrant those items. Buyer is responsible for the warranty, delivery, & any damages to these additional item(s).

Buyer Initials

Driveways have standard paving if included in contract, the builder's maximum standard driveway payment is \$4000. Any additional paving to be paid by the buyer.

Buyer Initials



Builder New Construction Addendum

Seller/Builder's Commission Fee amount will be calculated off base purchase price in the PSA; it will not include increased purchase price due to upgrades, add-ons etc.
Buyer Initials _____

Builder may substitute building materials (except buyer's selections & upgrades) of equal quality to maintain the schedule if necessary.
Buyer Initials _____

Buyer understands all flyers, ads, MLS Listings, floor plans, & photos are used for marketing & information purposes only. Photos and plans used for marketing are similar and may show buyer-optional upgrades.
Buyer Initials _____

Plans brought to builder will be built at WM standards unless otherwise negotiated in contract. Builder will place the house on the lot in the best possible place where recommended by the excavator.
Buyer Initials _____

Builder will provide a 100' well allowance. Any amount over 100' will cost at expense to the buyer \$61 per foot. If well requires storage tanks and additional items to remedy a low producing well and it is required by buyer's financing the cost will be at buyer's expense. Builder is not responsible for water quality or amount of water a well produces. Natural and man made events can and do occur that can quickly effect well water quality and quantity.
Buyer Initials _____

If septic inspection is required due to buyers financing the inspection will be to the expense of the buyer.
Buyer Initials _____

Buyer must be accompanied by their Realtor at all times when viewing the home.
Buyer Initials _____

If the final sales price does not meet the appraised value due to the addition of closing costs and/or options added to the price of the home, the buyer agrees to pay cash for the difference or shortage.
Buyer Initials _____

If buyer(s) financing requires or buyer requests additional testing and/or inspections for the well or septic system, the cost will be at expense of the buyer.
Buyer Initials _____

Builder is not responsible for any lender inspections that are needed for buyers financing. This includes appraisal fees, appraisal updates, final inspection, or lender inspections. For escrow items, the seller will provide a building inspection PUR 102, once escrow work is complete. If the lender requires additional inspections to complete escrow release, that expense will be paid for by the buyer. Payment from the buyer should not hold up releasing of funds to the seller from the lender. The Lender has 14 days after receiving PUR 102 to release funds directly to the builder.
Buyer Initials _____

Buyer may choose to have an independent inspection of the house. However, buyer understands & agrees that builder will only be required to make those changes required by code.
Buyer Initials _____

Closing & recording will take place within 5 days of home completion. Completion of the house will be upon delivery of the final builder's package. If closing is delayed by the buyer or their lender, the buyer will be charged \$75 a day starting on the 6th day. Walk through, blue tape & punch list items are not a valid reason to delay closing. Buyer to place utilities (gas, electric, water, sewer, refuse, as applicable) in buyer's name no later than the date of recording.
Buyer Initials _____

Builder completes final grade per code, signed off by a licensed building inspector, this is not landscaping grade. Completion date is determined by weather (ground conditions), building inspector, and utilities being buried. Landscaping is recommended after 1 year of ground settling. Builder is not responsible for any damage to fences or landscape caused by sinkholes. Builder is not responsible for lead times for utilities to be buried.
Buyer Initials _____



Builder reserves the right to hold open houses until recording.
Buyer Initials

Builder provides range, dishwasher, & microwave and/or range hood. Appliance allowance to be \$1600 unless negotiated otherwise. Builder does not provide refrigerator, washer, or dryer unless negotiated otherwise.
Buyer Initials

Builder does not provide mail boxes, mail box keys, gutters, landscaping, or fencing. It is the buyer's responsibility to get gutters placed on the house to protect the house and the foundation from the rain. Any damage resulting in not having gutters will not be covered under warranty.
Buyer Initials

Escrow items shall be completed by June 30th, weather permitting. Builder is not required to provide a new survey if paving is done after closing. Buyer agrees to provide access for any interior escrow items. Paving can be delayed while waiting for utilities to be buried. Builder has no control over when the utility companies bury the utility lines.
Buyer Initials

All driveway overages will be due prior to closing, including escrowed paving to be completed the following spring. Escrowed paving will be estimated. These estimated costs will be applied to the paving invoice once completed. Any overpayments will be returned to buyer, any unpaid amounts from the estimate will be billed and due immediately once driveway is complete. Any additional paving the buyer requests will need to be done between buyer and paving contractor and paid directly to them...
Buyer Initials

Any paving requests that change driveway dimensions from road right of way to property line will need an amended driveway permit/or a new permit from MSB. WM Construction will not be responsible for any changes done by homeowner after closing - if MSB does not approve driveway permit WM applied for due to any changes by homeowner from what WM installed, it will void the permit and will be at the expense of the buyer to apply for one. MSB requires a permit for every driveway or access installed in their road right of way.
Buyer Initials

Purchase & Sale Agreement (PSA) Notes

\$10,000 minimum required for Notice to Proceed Funds. Earnest Money amount can be \$1,000 & Notice to Proceed amount can be \$9,000. Total amount released to builder must total \$10,000 unless negotiated otherwise. Both Earnest Money & Notice to Proceed Funds will be released to builder. Check will need to be made out to WM Construction, LLC.
Buyer Initials

Title Company: Raye Krueger with Stewart Title
Buyer Initials

Septic is new, no inspection is required or DEC fee. Builder will supply approved documentation of septic installation for buyer. If new septic inspection is required due to buyer's financing the cost of the inspection will be a buyers expense.
Buyer Initials

Home Warranty will be Builder's standard one year Warranty (no extra cost for buyer or seller unless the buyer wants to purchase an additional home warranty offered from a third party vendor).
Buyer Initials

Home Inspector can be buyer's choice, but must be mutually agreed upon by builder.
Buyer Initials

Builder will provide an as-built survey at the foundation stage. Survey may not include decks, walkways, etc. If an updated survey is needed, buyer to cover cost of second survey.
Buyer Initials



The specifications in this builder's book are binding unless specifically addressed in an amendment, addendum, or additional terms and conditions of the PSA.

Buyer Initials

Builder New Construction Addendum is required to be signed and submitted with the New Construction Purchase & Sale Agreement (Contract will not be accepted without it.)

Buyer Initials

Buyer's Selections Process

The standard paint selections are 2 paint colors interior (walls/trim), 3 paint color exterior (body, accent, trim) & one color for front door. Trim only painted on front elevation (except roofline) and windows doors around other 3 elevations are painted body color. No credits are given for less colors chosen. White or light color houses are a QUOTE for additional paint needed to adequately cover exterior.

Buyer Initials

Call each point of contact (noted on top of each selection sheet) for each vendor & schedule an appointment with them directly. Each vendor has packages available to keep within the allotted budget. They will advise you of which packages you can select from without adding any overage charges. You will have to check with each vendor for overage cost of any upgrades selected. No credits will be carried over, used, refunded or provided in any way for any item selections.

Buyer Initials

Any upgrade costs will be paid by Buyer(s) directly to the vendor before order is made. Any major adjustments, orders, or upgrades will require a "Change Order Form" & builder meeting for approval.

Buyer Initials

Buyer to be aware order changes and/or selection of items not in stock may cause additional costs associated with the build & push back completion date of your home. Ordering of non in-stock items will require approval by the builder prior to ordering. Please select in-stock items only. Any upgrade selections made at Wrucks will require the home to be in completed Frame Stage so they can measure & provide you with the best pricing.

Buyer Initials

Please accomplish selection sheets in order they are listed in this book. It is important to schedule an appointment with each vendor as soon as possible. All selections are due within 30 days of signed contract.

Buyer Initials

Selection sheets are provided as a courtesy for taking notes at vendors. Final selections must be submitted to BuilderTrend. Any questions regarding the Buyers Selections please contact Craig Channer at (907) 312-7600.

Buyer Initials

Orientation/Blue Tape Walk Through & Warranty Request Items

Items indicated by buyers during the blue tape walk through will be remedied by the builder in a reasonable amount of time up to 45 days after recording of the property. The Buyer's Realtor will provide the Builder's Realtor a list of items indicated during the blue tape walk through. At that time the builder will review the list for approval. If approved, the builder will schedule completion of these items.

Buyer Initials

Any major home warranty items or unforeseen emergencies that are not controllable that come up after recording such as roof leaks, leaking fixtures, electrical problems etc. need to be remedied right away to be covered by the builder's warranty. If a major problem is discovered and the builder is not notified immediately this may cause the issue to not be covered under the builders warranty and repair expenses will be to expense of the buyer. Please contact your Realtor for any major issues so they can notify the builder immediately.

Buyer Initials



Any minor home warranty items discovered after recording will need to be itemized on the list found on page title "Warranty Request Items" until the end of eleventh month after recording. That list will need to be emailed to WMConstructionLLC@gmail.com for review and approval. At that time the builder will schedule a time with the homeowners to have warranty items repaired. Be sure to provide the builder with the best contact number & email address.

Buyer Initials

Buyer asserts receipt of a copy of this builder's book.

Buyer Initials

Supplies

WM Construction LLC reserves the right to substitute materials with equal or better quality due to non-availability from a supplier. All plans are considered renditions and may be subject to change. If no selection(s) have been made by Buyer at the time the product is needed, our standard fixtures will be installed.

Buyer Initials

Materials

Your homes price is based on material pricing as of date _____. If material costs change due to price increases, shortage of supply, strikes or lack of availability, WM Construction LLC. reserves the right to increase prices accordingly. In the event of these increases, price is to be negotiated between WM and buyer. Parties shall have 3 days to negotiate the purchase price. If parties do not reach an agreement, the purchase agreement shall be terminated.

Buyer Initials

Schedule

WM Construction LLC reserves the right to extend the contract completion date if there are schedule delays due to non-availability of materials or other related obstacles that are beyond Builder's control.

Buyer Initials

Buyer signature: _____

Date: _____

Buyer signature: _____

Date: _____

Buyer phone number(s): _____

Buyer email(s): _____

Selling Licensee(s): _____

Date: _____

Seller/Builder signature: _____

Date: _____

Listing Licensee(s): _____

Date: _____