

Caliber Company, INC- dba Pioneer Pacific Homes

BUILDERS ADDENDUM REVISED 9-2015

The following is made part of the Purchase and Sale Agreement dated _____, 20____.

This Agreement covers the purchase and sale of the property described as Lot_____, _____ Plat, in Pierce County, Washington, plan _____, between Caliber Company, Inc. – d/b/a Pioneer Pacific Homes, as Builder/Seller and _____ as Buyer/Purchaser(s).

1. **Title:** The Seller's TITLE INSURANCE will go through FIRST AMERICAN TITLE & ESCROW. Purchaser has the choice of using any Title Insurance company. In the event that different Title Insurance companies are used the Purchaser and Seller agree to have a split Title.

2. **Escrow:** Seller has elected to order CLOSING/ESCROW through FIRST AMERICAN TITLE & ESCROW, 2910 S. Meridian, Suite 180, Puyallup, WA 98373, Closing Agent – Kim Valdez (253) 382- 2816, Fax 1-866-352-0676. Purchaser is aware that the Seller receives a Builder's discount rate on the escrow fee. Builder's discount does not affect Buyer's normal competitive rate.

3. **Standard Form Owner's Policy of Title Insurance:** Notwithstanding the "Title Insurance" Clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for a standard form Owner's Policy of Title Insurance (ALTA 1992 or equivalent), together with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance.

4. **Earnest Money:** Minimum of 1% on existing inventory and 1% on all presales. Earnest Money to be paid directly to Title Company and becomes nonrefundable upon removal of financing contingency or no later than 30 days after mutual acceptance, whichever is first.

5. & 6. **Lender Contact & Financing Information:**

Name: _____

Address: _____

Phone & Email: _____

Type of Financing: _____

Purchaser shall apply for a loan with a lender of Purchaser's selection "lender" within five (5) days of mutual execution of this agreement.

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The Purchaser agrees to inform Seller on an on-going basis of the status of the loan and by executing this addendum, the Purchaser authorizes the Seller or its agents to contact the lender and the lender is hereby authorized to disclose all facts necessary to determine the status of Purchaser's loan application and furthermore consents to lender's disclosure of this information to Seller. The Purchaser shall fully cooperate with lender in processing the loan application and take all action necessary to comply with all lender requirements in a timely manner.

If the Purchaser fails, despite the best efforts, to obtain the final approval letter from the lender that sets the date of the application, the amount of loan, and describes any conditions that remain for the loan, within thirty (30) days from the date of mutual acceptance of the agreement, then unless otherwise agreed to by the parties, the agreement shall terminate and the Purchaser shall receive the return of any earnest money deposit.

7. Once the final approval of the loan from the lender has been issued, the Purchaser shall be deemed to have accepted the same and the earnest money deposit and any other deposits shall be nonrefundable, except as may be otherwise set forth herein, and except with respect to VA guaranteed loans, and the Purchaser agrees to use the best efforts to satisfy all loan approval commitment conditions.

8. Builder is not responsible for expiration of Purchaser's loan commitment, penalties, loan fees, or any other fee or loss due to the estimated completion date not being met. PURCHASER IS ADVISED TO ENSURE THAT LENDER AND ANY OTHER INTERESTED PARTY IS MADE AWARE OF THIS AGREEMENT.

9. **Construction Completion:** The completion date is an estimate only. COMPLETION is defined as when construction is substantially complete and a CERTIFICATE OF OCCUPANCY is issued. Any completion date contained in this agreement or communicated to Purchaser by Seller or Seller's Agent is the best estimate of when the new home will be completed and in no way is a guarantee. The Closing Date in this agreement shall be the termination date unless mutually extended. If construction is not complete prior to the closing date, there will be an automatic 30-day extension if not completed by date specified.

10. The Buyer agrees to close within 3 days of the final building inspection or the Buyer will agree to pay Caliber Company, Inc. – d/b/a Pioneer Pacific Homes \$150.00 per day until closing.

11. Purchaser acknowledges that the property shall belong to the Builder until closing and that ONLY BUILDER AND BUILDER'S SUBCONTRACTORS are authorized to enter and to do work on the home or premises for any reason.

POSSESSION: Keys will be delivered and the Buyer shall be entitled to possession of their new home upon recording of Warranty Deed.

12. Builder reserves the right to substitute items of comparable quality without notice. And products can be added or removed without notice.

Sellers Initials _____

Buyers Initials _____

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13. Purchaser acknowledges that the only appliances that come standard in the purchase of the home are stove/range, dishwasher, and microwave. All other appliances will have an additional cost to the base price of the home.

14. All upgrades are to be agreed upon and paid for in full within 10 days of mutual acceptance of this agreement. Upgrades must be purchased through Caliber Company, Inc. – d/b/a Pioneer Pacific Homes and all upgrades monies are non-refundable at the time order is placed. Upgrades must be paid for at the time order is placed. In the event that any upgrade is not installed, the Buyer and Seller agree that the Buyer will be refunded the money paid for the upgrade & that this is the sole & exclusive remedy.

15. Builder has sole discretion as to location of home on lot. Many factors and considerations dictate that the Builder has the responsibility and authority to make that decision.

16. Plans, drawings, specifications and design materials shall remain the sole property of the Builder and will not be available to Purchaser. NO two homes are built exactly alike, including Square footage of home. It is not uncommon to have differences in the dimensions or style of concrete, landscaping, framing, cabinets, etc. All homes are built with materials of comparable quality, but the above-mentioned items can and do vary from home to home. These variations are not considered defects and will not be changed.

17. All questions regarding the new home shall be submitted to the Builder, **Pioneer Pacific Homes, LLC** and only written responses shall be relied upon. Agents, Subcontractors, and Field Superintendents are not authorized to make representations for the Builder and the Purchaser is cautioned not to make verbal inquiries or rely on any verbal representations. Questions can be e-mailed to **cdwade200@aol.com**.

18. In the event of a dispute, of any kind, regarding this transaction Buyer will agree to rescind this Purchase and Sale Agreement and to accept the Earnest Money back as their sole and exclusive remedy.

19. Insulation: Federal Trade Commission Regulations require the following information to be disclosed: Wall Insulation: Fiberglass Batt- 5 1/2" thickness-Washington Energy Code R-21; Ceiling Insulation: Cellulose- 14" thickness- Washington Energy Code R-49; Floor Insulation: Fiberglass Batt- 9" thickness-Washington Energy Code R-30.

20. New Home Orientation: Prior to Closing, Pioneer Pacific Homes, LLC will schedule a new home orientation with the Buyer to explain the operational procedures of the Home's appliances, heating, and plumbing systems. The Only parties that shall be permitted to attend the new home orientations shall be the Buyers and Sellers authorized representatives. No other family members, representatives or real estate agents are permitted to attend this orientation session. In the event the Buyer requests to inspect the Home or the Property prior to Closing, the Buyer shall provide Seller's listing agent with the time and date requested for said inspection, which shall be forwarded to the Seller's construction department for approval and confirmation. Such inspection will waive the new home orientation offered by the seller and, in such event, Buyer and Seller's authorized representative may conduct a limited new home orientation prior to Closing.

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21. BUYER Contact Information for Walk through Appointment: (Builder will contact the Buyer direct to set up the appointment.)

Name: _____

Phone#(s): _____

22. AGENCY- Both Seller and Buyer acknowledge that the Buyer's real estate agent represents the Buyer exclusively and not the Seller, and that the Seller's listing Agent _____ (Sellers Realtor) represents Seller Exclusively and not the Buyer.

23. VA Financing: Purchaser and Seller agree that Purchaser will finance the VA Funding Fee, and that any such fee is not part of the purchase price herein. Any and all Seller paid Credits on the Purchaser's behalf shall include all allowables and non-allowables.

24. General Provisions: Purchaser understands that Seller accepts no responsibility for rent, storage, or any other expenses related to the Purchaser's moving into the home. Purchaser agrees to notify utilities companies (gas, water, sewer, electricity, etc.) and make necessary arrangements to transfer billings effective as of the date of closing or possession, whichever comes first. Seller shall assign Purchaser, at closing, all warranties applicable to equipment installed on the premises. The Buyer acknowledges that the property may have easements and accepts this at the time of signing this agreement. Representatives of the Seller, Contractors and Brokers can access home until Closing.

25. HOMEOWNER'S ASSOCIATION & DUES: (If Applicable to this home Sale) It is understood that all owners of lots within the plat will become members of the Homeowner's Association, a non-profit corporation organized and existing under the laws of the State of Washington. The Association will also assess annual dues at each member to maintain and improve common areas. The annual dues of the Association for 20____ are in the amount of approximately \$_____ and will be prorated at closing. Plus a one-time set up fee of \$250.00 paid at closing. (If Applicable) Buyer confirms receipt of the CC&R's (Covenants, Codes & Restrictions) Initials: _____ This Agreement shall supersede and prevail in any conflict between the standard Purchase and Sale Agreement from which this is attached. Changes to the standard form of this addendum shall prevail, provided they are initialed by both parties. **(IF HOME IS NOT LOCATED IN AN HOA THE ABOVE WILL NOT APPLY.)**

26. NOTICE: Buyer acknowledges that mold and mildew are normally occurring conditions in any climate. Seller makes no representation or warranty that the Home is or shall remain free from mold, mildew or similar conditions ("Mold"). Seller specifically disclaims all express and implied warranties with respect to Mold, and with respect to any related damage to the Home or problems with the air quality in or about the Home. Buyer is solely responsible for maintaining the exterior of the Home and the interior of the Home ventilation systems, in such manner so as to prevent the growth of mold, and Seller has no responsibility to take any action whatsoever in this regard.

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27. Prior to the closing of a home, the home may still be shown to other perspective buyers for marketing purposes, up to within 1 week of closing.

LIMITED WARRANTY

A. The contractor warrants that all labor, materials and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the customer. All work will be performed in a commercially reasonable manner and will be performed to industry standards or better. The contractor will promptly return to the project and repair or replace, as necessary, any defect in workmanship at the contractor's sole expense. The contractor's warranty is for a period of twelve (12) months from the date of this agreement and thereafter expires. Any warranty claim of the customer shall accrue only during this twelve (12) month period. Any warranty claim or any other cause of action arising under the terms of this agreement, including the warranty, must be filed in a court of competent jurisdiction within four (4) months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action that is not filed within four (4) months from the expiration of this warranty is waived. Warranty work performed by the contractor does not extend the warranty. The warranty is void if a person or firm other than this contractor performs or re-performs any work within the scope of this agreement. The contractor is not responsible for consequential damages. This warranty is not transferable. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

B. Manufactured or consumer products such as roofing materials, appliances, Hardware, windows, heating and mechanical systems, fixtures, etc. are not separately warranted by the contractor. In the event that the customer encounters a defect in a manufactured or supplied product, the contractor shall assist the customer in securing the repair or replacement of these products pursuant to the particular manufacturer's or distributor's warranty.

C. 2-10 Warranty starts at closing.

I/We have had the opportunity to read this Addendum and hereby agree to its terms and conditions. All other terms and conditions of said Agreement remain the same and unchanged.

Caliber Company, Inc. dba Date
Pioneer Pacific Homes

Purchaser Date

Purchaser Date