



MOUNTAIN RIDGE CUSTOM HOMES - ADDENDUM TO THE NEW CONSTRUCTION PURCHASE & SALE AGREEMENT

DATE: _____
 PLAN: _____
 MLS #: _____

Regarding the Purchase & Sale Agreement dated _____, referencing the property:

ADDRESS: _____

LEGAL: _____

In which _____

is/are referred to as BUYER, & **Mountain Ridge Construction DBA Mountain Ridge Custom Homes** is referred to as BUILDER.
 Undersigned accepts all of the terms and conditions in the above designated purchase and sale agreement with the following changes and amendments:

Buyer(s) Initial	Selling Licensee Initial
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Buyer(s) Initial	Selling Licensee Initial	GENERAL ACKNOWLEDGMENTS:
_____ / _____	_____	This addendum is required to be signed and submitted with a new construction Purchase and Sale agreement. All specifications in this builder addendum are binding unless specifically addressed in an amendment, addendum, or additional terms and conditions of a fully-signed purchase agreement.
_____ / _____	_____	All parties acknowledge that any marketing materials & photos presented for a spec home (on the MLS or otherwise) are for demonstrative purposes only and may not reflect the actual design or selections on a given property.
_____ / _____	_____	All parties acknowledge that floor plans are for framing purposes only. Field changes often happen on spec homes that do not require the re-drawing of new plans. Kitchen Design, location of benches, size of vanities, and location of built-ins are all subject to change at the builders discretion and/or at the NTP meeting, if mutually agreed. Red line changes made at the NTP meeting will not be documented on revised plans by the architect.
_____ / _____	_____	Upgrades such as built-ins, sitting areas, shower benches, decks, and utility sinks that may be shown on the floor plans are for illustrative purposes only and are not included with the build. Upgrades included must be reflected on the Upgrades & Options sheet.
_____ / _____	_____	Floorplans are copyrighted and the property of the builder & architect. Plans are not to be distributed or shared beyond the parties of this transaction. Plans can not be used by the buyer for any other purpose other than for reference on this specific transaction. Plans will not be reproduced or duplicated.
_____ / _____	_____	Buyer to verify final sq. footage. Square footage advertised is provided from the plans selected at the start of construction. Final sq. ft will not be verified by the Builder. Final sq. ft shown on the appraisal is not a contingency of the sale.
_____ / _____	_____	Upon completion of a new custom plan (Via the floor plan modification form) any designs which are provided by the buyer to be modified by the builder will be subject to builder approval and will be constructed with Mountain Ridge Custom Homes, Inc. standards.
_____ / _____	_____	Builder reserves the right to use any media created to showcase the property for marketing purposes in perpetuity. Builder reserves the right to hold open houses at the property until recording.
_____ / _____	_____	Home pricing is based on material pricing as of the date of the Purchase and Sale Agreement. Should general material costs change due to pricing increases, supply shortages, or lack of availability, the Builder reserves the right to increase prices accordingly. If a pricing increase occurs, the price is to be negotiated between the Builder and the Buyer. Parties have 3 business days to negotiate the purchase price. Should no agreement occur in that timeline the purchase agreement shall be terminated. Standard Market Fluctuations do not apply.
_____ / _____	_____	Title company to be Stewart Title. Title officer to be Ashley Copley.
_____ / _____	_____	If the buyer is purchasing a to-be-built or spec home already in Mountain Ridges inventory, then the earnest money will be 1% of the total purchase price and the NTP funds will be 2%. The earnest money and NTP funds will become non-refundable and released to the Builder upon buyers making any selections & customization.

The Selling Licensee's commission of 2.5% is contingent upon the Selling licensee's involvement throughout the entire transaction. The Selling Licensee is expected to be an active participant in this transaction. Selling Licensee to attend all builder meetings, NTP meetings, electrical walk-throughs, inspections, site visits with their client, blue tape walk-throughs, and final walk-throughs. If the Selling Licensee fails to attend any meetings as agreed to selling commission shall be reduced at the builder's discretion to 1.5%.

SELECTIONS

Buyer to make every effort to submit selections in a timely manner to avoid potential delays. Selections are to be made through the builder's preferred vendors (provided).

If the buyer is to make selections outside of the builder's preferred vendors, then the builder will not warranty those items. Buyer is responsible for delivery, warranty, potential damages, compatibility and additional install cost of these selections.

Based on the appliance budget noted on the provided selection sheet, the builder will provide an oven/range, dishwasher, microwave/vent, and/or range hood vent. Builder will not provide a refrigerator, washing machine, dryer, or beverage fridge.

It is the buyer's responsibility to contact each vendor on the provided selection sheet to schedule an appointment with them directly. Each vendor has selections available that are within the allotted budget. Buyer to check with each vendor for the expense of upgrading selections. No selection credits will be carried over, used, refunded, or provided in any way for the buyer's selection items.

Selling Licensee is to assist the buyer with filling out the selection sheet & upgrades/options list accurately, in full, and on time. Selling Licensee is to utilize the change order form provided to document any buyer-approved changes quoted by the builder.

Any overages on selections will be paid directly to the vendor and/or the builder before the order for the selections is made. Any major changes or alterations will require a Change Order Form and builder consultation before approval.

Buyer acknowledges that order changes, selections, and "out of stock" items may cause delays and/or additional expenses. Should the buyer select items that are not in stock locally then it will require builder approval prior to ordering. To expedite the process and help ensure a timely project completion please select items that are "in stock" and "available for pickup today" at a local area provider. Any upgrade selections are recommended to be made ahead of the framing stage.

The builder reserves the right to substitute materials with alternatives that are of equal or greater quality if availability issues arise. All plans are renditions and subject to change. If no selections have been submitted by the buyer at the time a product selection is needed, standard fixtures will be installed.

For flooring, tile, and countertops - If there are not sufficient materials available that exactly match the selection in stock in Alaska, then the Builder reserves the right to select the closest matching material available.

Any material overages on flooring, tile, and countertops will be quoted upfront as a price per sq ft. Total sq ft amount will not be accurately totaled until after install is completed. Buyers are to pay that final material overage at closing.

Builder will not install the buyer's additional appliances purchased outside of the appliance budget (such as refrigerators, washers/dryers, freezers, and mini refrigerators). Should the buyer choose to purchase these appliances they must be delivered to the property after closing and installed by the buyers or the appliance supplier post closing. Any damage caused by appliance install is not covered by the builder warranty.

Glass shower doors are not included. Gutters are not included. Landscaping is not included. Builder is happy to make recommendations post-closing for vendors that provide these services.

CHANGE ORDERS

After builder and/or Listing Licensee provides a quote on a requested change, the buyer has 2 business days to approve the change order and pre-pay the associated cost. If the buyer fails to approve the change order in writing and advance funds in a timely manner, then the buyer understands they may lose the opportunity to make the requested change at the same cost or altogether.

Change order costs are to be paid directly to Mountain Ridge Custom Homes via a Wire transfer or Check. Change orders are non-refundable. Builder will not complete changes until money has been received and documented.

All Change orders requested after NTP meeting are subject to a \$250 change order fee

DRIVEWAY, GRADE, AND ESCROW REPAIRS

_____ / _____	_____	Driveways include standard asphalt paving of approximately 50 linear feet from the road to the garage door and, if applicable, garage man-door. Additional paving expenses (RV pad, widening driveway, extra long driveway, ect.) are to be incurred by the buyer and the estimated cost is to be paid prior to completion. These estimated costs will be billed once completed, and any payment overage will be refunded to the buyer. Any payment shortage will be billed to the buyer and due immediately upon completion.
_____ / _____	_____	Should the closing take place prior to driveway install the buyers understand that the driveway costs will be escrowed at one and a half times the estimate provided.
_____ / _____	_____	The Mat-Su Borough requires driveway permits for access installed on their road right of way. Should paving requests change the already-permitted driveway dimensions it will be the buyer's responsibility to have the Mat-Su Borough approve and permit a new driveway.
_____ / _____	_____	The Final Grade (slope) for the lot will be completed to code by the builder and signed off by a licensed building inspector. This will not be a landscaping grade. Final grade includes leveling the natural soils to drain at the code required grade away from the house. Final grade does not include removal of rocks, weeds, shrubs, or trees.
_____ / _____	_____	Completion of Final Grade is dependent on weather, building inspection, and utility installation. Landscaping is recommended after the 1st year of ownership. Builder is not responsible for any settling or damage caused by future settling.
_____ / _____	_____	Winter Closings generally mean a repair escrow for completing exterior paint, asphalt driveway, and final grade. Buyer understands we are at the mercy of subcontractors schedules post closing to complete repair escrow items. Date of completion for escrow repairs can be affected by weather. Builder will provide as much notice as possible regarding the scheduling of escrow repairs, but often do not know of estimated completion until 1 day prior.

ACCESSING THE PROPERTY

_____ / _____	_____	Should the buyer require access to the property, they will be accompanied by the Selling Licensee at all times. Unaccompanied access is not permitted.
_____ / _____	_____	All site visits to check on the progress of the home are to be completed on Saturdays. Any questions or change requests generated by a site visit are to be emailed to the Listing Licensee and builder by the following Monday.
_____ / _____	_____	The property is an active build site and all parties must use caution when walking the property. It is common to have nails and debris throughout the site. Proper footwear, closed-toed shoes & eye protection are required during access. Children are not permitted to access during construction. Under no circumstance can parties access an upper-level deck when the handrail is not yet installed.
_____ / _____	_____	The subcontractors are not to be interrupted when on site. Buyers and Selling licensees are not permitted to request changes, upgrades, or estimates directly from subcontractors.
_____ / _____	_____	Blue Tape walkthrough is to be completed prior to final cleaning, which typically occurs 3-5 business days prior to closing. Items indicated by the buyer during the blue tape walk-through will be remedied by the builder in a reasonable amount of time, up to 45 days post-closing. The buyer's licensee is to provide a list of items noted during the blue tape walk-through within 24 hours of walk through completion. Builder will review this list for approval and schedule a timeline for completion. Completion of Blue Tape Items may occur after recording.

POST CLOSING

_____ / _____	_____	The builder does not provide mailboxes, mail keys, gutters, landscaping, fences, or window coverings. If the homeowner chooses not to buy gutters, the damage caused by a lack of gutters will not be covered; soil erosion, water damage to siding, or damage to landscaping, etc.
_____ / _____	_____	The builder does not install glass shower doors. If the homeowner chooses not to install shower doors any damage to the trim, doors, or walls caused by water falling outside of the shower enclosure will not be covered.
_____ / _____	_____	Weather-dependent escrow items shall be completed by July 30th, weather permitting. The builder will not be required to provide a new survey if paving or fence installation is done after closing. Buyer to provide access to the property for interior escrow items. Paving & exterior painting timelines are subject to weather and potentially dependent on utilities being buried.
_____ / _____	_____	Builder-provided Home Warranty to be the standard 1-year warranty. Warranty to be provided to the buyer at no cost, unless the buyer elects to purchase additional coverage through a 3rd party provider.
_____ / _____	_____	Should there be any major home warranty items or unforeseen emergencies that are outside of the builder's control, and occur after closing, it is the buyer's responsibility to report them immediately. For Example; roof leaks, leaking fixtures, electrical issues, etc. Should any major item be discovered and not reported to the builder in a timely manner it may cause the issue to fall outside of the builder's warranty coverage, and the expense of those repairs will be levied on the buyer. Buyers are to contact admin@mountainridge907.com immediately for any major issues to prevent further damage. Any secondary damage caused by delays in reporting issues will not be covered by the builder's warranty.

____ / ____ | _____

All standard home warranty items discovered post-recording will require an itemized list of issues, along with photos, and sent to admin@mountainridge907.com for review and approval at the 11-month post-closing. At that time the builder will schedule a time to address potential repairs and coordinate access.

DATE: _____

DATE: _____

BUYER 1: _____

BUILDER: _____

BUYER 2: _____

LISTING LICENSEE 1: _____

SELLING LICENSEE 1: _____

LISTING LICENSEE 2: _____

SELLING LICENSEE 2: _____

BROKERAGE: _____

BROKERAGE: _____