

Addendum to Purchase Agreement

Addendum # ____.

The Seller and Buyer named in the Purchase Agreement dated _____, for the sale of _____ agree to the following terms in addition to those stated in the Purchase Agreement:

1. Any earnest money paid, will be paid directly to the builder.
2. Builder will make their best efforts to meet a closing date specified elsewhere in this agreement, however due to the nature of new construction builder will not be held liable should home not be completed by the closing date specified. Should the home not be completed by the specified closing date then said date will automatically be extended until such time as the "City of Lincoln" issues a "Certificate of Occupancy" on the home.
3. Buyer acknowledges that hazardous conditions may exist on the construction site and assumes liability for any personal injury sustained to buyer and any guest or family member, buyer accompanies on the construction site. Builder will be permitted to show the home to the public prior to closing without buyer's approval.
4. Buyer is able to make the following selections on the home; selections must be made by the deadline stated or builder reserves the right to make selections.

	Allowance \$	Deadline
	Allowance \$	Deadline
	Allowance \$	Deadline
	Allowance \$	Deadline
5. Should buyer submit a change order after this agreement is completed, then a \$50.00 (non refundable) change order fee will be submitted with the change order, fee does not guarantee that the builder will accept the change order; if the change order is accepted then the cost of the change will be given to buyer. Buyer has 24 hours to agree or decline change, should buyer agree, then cost of change shall be immediately paid to builder. Buyer acknowledges that any changes could delay closing.
6. Buyer acknowledges that Rodney Hornby and Lois Hartzell (President and Vice President of Vistar Homes Inc) are licensed to sell Real Estate in the State of Nebraska.
7. Any work ("Escrow Work") unable to be completed due to weather or other circumstances at the time of closing will be escrowed from the Builder's proceeds, but only if required by buyers lender. Money to be held by the Buyer's mortgage loan company or escrow closing company at one and one half times the estimated value of each item of work to be completed. After completion of all or any part of the Escrow Work, and inspection of completion by Buyer's mortgage loan officer or escrow closing officer, all or any part of escrow moneys for work completed will be immediately released to Builder. Determination of completion of escrow work and release of escrow moneys rests solely with Buyer's mortgage loan officer or escrow closing officer and is not conditional upon Buyer's consent or any other agreements between Buyer and Builder. No other agreement shall supersede this agreement between Buyer and Builder. This agreement is the sole determining understanding of the method of escrow and release of moneys for work uncompleted at closing. Lender and appraiser agree to certify value if house is 98% complete and require no escrow. _____ Lender initials.
8. Buyer agrees to be responsible for changing utilities (Gas and Electricity) into their name effective the day of closing or possession whichever shall first occur.
9. Taxes attributable to the Property for the calendar year in which this Agreement is executed shall be prorated on the basis of the prior year's taxes, unless the current tax rate is available, in which case taxes will be prorated on the basis of the current valuation and tax rate. This paragraph supercedes any "Midlands MLS" agreement.
10. Buyer is aware that retaining walls (if needed) are not included in the purchase price and would be a buyer expense should they be installed. Buyer is aware that the builder will final grade once and that any additional grading will be the responsibility of the buyer. If sod is installed it is warranted to be alive at the time of installation, buyer is responsible for maintaining sod after closing, failure to water or to follow the correct watering schedule will void any warranty on the sod.
11. Builder warrants that the home will be constructed to meet all appropriate building codes, buyer is responsible for any "Restrictive Covenant" requirements, including but not limited to Landscaping or Cosmetic requirements.

Buyer _____ Dated _____ 200__ .

Buyer _____ Dated _____ 200__ .

Seller _____ Dated _____ 200__ .