

**Hunter Homes Corporation**  
**Moore Farm**  
**New Home Purchase Agreement**

This NEW HOME PURCHASE AGREEMENT (“**Agreement**”) is entered into as of this [Click here to enter text.](#) day of [Click here to enter text.](#), 20[Click here to enter text.](#) (“**Effective Date**”), by and between Hunter Homes Corporation, a Colorado corporation, (“**Seller**”), and [Click here to enter text.](#), (“**Purchaser**”), as [Click here to enter text.](#)

**1. Property.**

Seller agrees to sell and Purchaser agrees to purchase, the following real property: Lot [Click here to enter text.](#), Block [Click here to enter text.](#), in the Town of Frederick, Colorado, County of Weld in the Subdivision known as Moore Farm (the "**Property**"). Also known and numbered as: [Click here to enter text.](#), Frederick, CO 80504. The Property is subject to mandatory membership in the Moore Farm Community Association.

**2. Purchase Price.**

The purchase price for the Property with the plan(s), standards, and included Base Price specifications ("**Improvements**") purchased and sold herein and more particularly described on Exhibit A attached hereto and incorporated herein by this reference shall be \$[Click here to enter text.](#) ("**Base Price**"). Optional items, elevation premiums and lot premiums ("**Options**") are also set forth on EXHIBIT A and are incorporated herein for a "**Total Purchase Price**" of \$[Click here to enter text.](#), not including closing costs payable by Purchaser(s) as described below. The Total Purchase Price shall be payable by Purchaser to Seller as follows:

- |    |   |  |
|----|---|--|
| A. | Non-refundable deposit (" <b>Deposit</b> ") to Seller                                   | \$ <a href="#">Click here to enter text.</a> |
| B. | Cash portion of sales price payable by buyer at Closing                                 | \$ <a href="#">Click here to enter text.</a> |
| C. | Sum of all financing described below, excluding Private Mortgage Insurance (PMI) if any | \$ <a href="#">Click here to enter text.</a> |
| D. | Total Purchase Price (including selected Upgrades)                                      | \$ <a href="#">Click here to enter text.</a> |

The Deposit shall be held by Seller. Purchaser acknowledges that the Seller may use the Deposit and any other partial payment(s) for construction purposes, and Seller is not required to segregate such funds from its operating funds. No interest shall be payable on such funds.

**3. Loan Contingency.**

a.) Within seven (7) days from the execution date of this Agreement, Purchaser shall apply for a loan in the amount of \$[Click here to enter text.](#) ("**Loan**"). Interest will be at the prevailing rate at the time Loan documents are prepared by the lender, and Purchaser shall provide to Seller written evidence from a lender that the Loan application has been submitted. Seller does not guarantee that Purchaser will receive any specific interest rate or terms on the Loan. Purchaser authorizes Purchaser's lender to release credit and/or loan information and documentation status to Seller or Seller's Sales Representative. Purchaser hereby grants Seller permission to draw Purchaser's credit report. Purchaser shall diligently attempt to obtain the Loan and shall submit to lender all information necessary under lender's procedures for approval of credit. Purchaser agrees to notify Seller promptly upon receiving a commitment from lender for the Loan. Purchaser agrees to execute all documents necessary to obtain the Loan and to complete the purchase of the Property. Seller may terminate this Agreement due to the following: (i) if Purchaser does not apply for a Loan within seven (7) days of the date Purchaser executes this Agreement, (ii) if Purchaser does not obtain a commitment for the Loan within thirty (30) days of the date Purchaser executes this Agreement, or (iii) if any lender rejects a Loan application by Purchaser. Rather than terminate this Agreement, Seller may refer Purchaser to another lender of Seller's choice before terminating this Agreement. Upon such referral, Purchaser shall apply for a Loan with new lender within (3) days of the referral and shall make every reasonable effort to obtain Loan approval, including promptly complying with all requests of the lender. Financing will be deemed to have been obtained when the lender determines that Purchaser has satisfied all of lenders financial requirements, (those relating to Purchaser's net worth, income and creditworthiness).

b.) Purchaser acknowledges that Seller has not made any commitment to obtain a Loan for Purchaser or to make a Loan to Purchaser.

c.) If Purchaser notifies Seller in writing that Purchaser is unable to obtain financing, Seller may at Seller's sole option, elect to either retain all amounts paid by Purchaser for the Deposit and Options as liquidated damages or terminate this Agreement. Upon approval of Purchaser's application for a Loan, Purchaser agrees to provide Seller with a copy of the Loan commitment as provided by the lender. Purchaser shall be responsible for all fees and other costs incurred in connection with obtaining and starting the Loan. Purchaser hereby authorizes the lender to pay the loan proceeds directly to the Seller.

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**4. Improvements.**

a.) Seller shall complete all improvements with diligence in accordance with the plans, specs, construction industry specifications and municipal codes and regulations. The Property is being sold "as is". The Total Purchase Price includes construction of the Improvements on the Property, according to Seller's Plans and Specifications on file in Seller's offices and is subject to changes at Sellers discretion. The Improvements shall be completed on or before NINE (9) MONTHS FROM TIME OF PERMIT ISSUANCE, subject to the terms of paragraph 5, 6 and 14 below ("**Estimated Completion Date**").

b.) Purchaser shall not contract for or use any other subcontractor or supplier of materials for the Improvements. Seller reserves the right to substitute materials and equipment of equal or better quality for materials as specified in the Plans and Specifications or described in any Change Order that may be unavailable or as may be required, authorized or approved by any governmental entity or agency having jurisdiction over the Property or Improvements.

c.) If Purchaser wants to determine the actual square footage of the Improvements, Purchaser may do so at Purchasers expense. Seller, however, does not guarantee the actual square footage of the Improvements and Purchaser has no right to terminate this Agreement for any deviation from Seller's estimated size thereof. Purchaser acknowledges that any statement by Seller, or Seller's contracted architects or other professionals, pertaining to the size of the Improvements is an approximation.

**5. Construction Delay.**

In constructing the Improvements, Seller shall employ its normal construction schedule and hereby advises Purchaser that construction delays may occur due to circumstances beyond Seller's control. Purchaser understands that excusable delays may occur and are considered normal. In the event of any excusable delay, including but not limited to, delay resulting from a Change Order as defined in paragraph 6 below, strike, war, weather, act of God, concealed or unknown conditions on the project site, delays in obtaining permits, inspections, unusual delays in transportation, delays by subcontractors or with materials, nonpayment by Purchaser as required by the terms of this Agreement, Purchaser's failure to make selections of Options, extras or upgrades or any other cause beyond the control of the Seller, sufficient time shall be added to the Estimated Completion Date. The issuance of temporary or permanent Certificates of Occupancy by the appropriate governmental entity shall constitute conclusive evidence of the completion of construction of the Improvements by the Seller.

**6. Change Orders.**

The Purchaser may request changes in the work within a reasonable scope. Upon written notice by Purchaser, and the mutual execution of an appropriate Change Order Seller will make the requested changes, additions or alterations. If Purchaser and Seller agree on the cost of the modifications, they shall sign a written Change Order describing the changes to be made, any extra work to be done and any changes to the Total Contract Price or Estimated Completion Date. Change Orders shall be signed by all parties and become part of this Agreement. If more than one Purchaser is involved, Purchaser agrees that either of them may sign the Change Order and that the signature of one is binding on the other. Purchaser agrees to make requests regarding any changes, additions or alterations in writing directly to the Seller and not to the workers, including subcontractors and subcontractors' workers, on the job. Any change orders requested by Purchaser and approved by Seller shall be paid for by Purchaser in advance by cash, certified funds or cashier's check. Purchaser acknowledges that any type of change to the construction of the Property may delay the Estimated Completion Date. All changes made by Purchaser after the initial selection of Options will be subject to additional charges to be paid by Purchaser to Seller.

**7. Options.**

Purchaser agrees to designate, in writing, interior and exterior design selections by [Click here to enter a date.](#) If Seller advises Purchaser that a particular selection is unavailable, Purchaser shall be granted an additional five (5) days to make a comparable selection, which shall be given in writing to Seller. If construction has already commenced, Purchaser waives any right to design selections not then available due to commencement of construction and authorizes Seller to make such selections. Purchaser hereby acknowledges that any type of change to the construction of the Improvements may delay the Estimated Completion Date. All changes made by Purchaser after the initial selection of Options will be subject to additional charges to be paid by Purchaser to Seller.

**8. Evidence of Title.**

Seller shall furnish to Purchaser, at Seller's expense, a current commitment for owner's title insurance policy in an amount equal to the Total Purchase Price on or before [Click here to enter a date.](#) The title insurance commitment shall commit to delete or insure over the standard exceptions which relate to the parties in possession, unrecorded easements, survey matters, any unrecorded mechanics' liens, and unpaid taxes, assessments and unredeemed tax sales prior to the year of closing. Any premium expense to obtain coverage over the standard exceptions shall be paid by Seller. Purchaser may request that copies of instruments listed in the schedule of exceptions in the title insurance commitment also be furnished to Purchaser at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this paragraph 8, shall constitute the title documents ("**Title Documents**"). Purchaser must request Seller to furnish copies listed in the schedule of exceptions no later than ten (10) calendar days after

112 Purchaser's receipt of the title insurance commitment. If Seller furnished a title insurance commitment, Seller will have the title insurance policy  
113 delivered to Purchaser as soon as practicable after closing and pay the premium at closing.

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115 **9. Special Taxing Districts.**  
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117 SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES  
118 PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH  
119 DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF  
120 SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
121 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING  
122 REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH  
123 DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES. If the Property is located  
124 within a special taxing district and Purchaser desires to terminate this Agreement as a result, if written notice, by or on behalf of Purchaser, is received by  
125 Seller on or before **Objection Deadline**, this Agreement shall terminate. If Seller does not receive Purchaser's notice by such deadline, Purchaser accepts the  
126 effect of the Property's inclusion in such special taxing district and waives the right to terminate for that reason.

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128 **10. Common Interest Community.**  
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130 THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH  
131 COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE  
132 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION,  
133 BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING  
134 AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE  
135 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND  
136 RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT  
137 AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE  
138 ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
139 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASER SHOULD CAREFULLY READ ALL CIC DOCUMENTS, INCLUDING THE  
140 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. The term CIC  
141 Documents consists of all owners' associations declarations, bylaws, operating agreements, rules and regulations, minutes of the most recent annual owners'  
142 meeting and minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Agreement, if any (the  
143 "Governing Documents"), most recent financial documents consisting of (1) annual balance sheet, (2) annual income and expenditures statement, and (3)  
144 annual budget, if any (collectively, the "CIC Documents").

145  
146 **11. Title and CIC Document Review.**  
147

148 Purchaser shall have the right to inspect the CIC Documents and the Title Documents. Written notice of any unsatisfactory condition shown by the  
149 CIC Documents or by the Title Documents shall be signed by or on behalf of the Purchaser and given to Seller within ten (10) calendar days after the later  
150 of Purchaser's receipt of the Title Documents or the CIC Documents, or within five (5) calendar days of receipt by Purchaser of an endorsement to the  
151 title commitment together with a copy of the Title Document adding new exception(s) to the title commitment ("**Objection Deadline**"). If Seller does not  
152 receive Purchaser's notice by the Objection Deadline, Purchaser shall be deemed to have accepted the Title Documents as satisfactory and the CIC  
153 Documents as satisfactory and agrees to accept the benefits, obligations and restrictions they impose upon the Property and waives any right to  
154 terminate this Agreement.

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156 **12. Matters Not Shown by the Public Records.**  
157

158 Seller shall disclose to Purchaser all easements, liens or other title matters not shown by the public records of which the Seller has actual knowledge.  
159 Purchaser shall have the right to inspect the Property to determine if any third-party has any right to the Property not shown by the public records (such as  
160 an unrecorded easement, unrecorded lease or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or  
161 revealed by such inspection shall be signed by or on behalf of Purchaser and given to Seller on or before the Objection Deadline. If the Seller does not  
162 receive Purchaser's notice by said date, Purchaser accepts title subject to such rights, if any, of third parties of which Purchaser has actual knowledge.

163  
164 **13. Advisory.**  
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166 Title Documents and CIC Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters  
167 not reflected in the Title Documents and CIC Documents may affect the title, ownership and use of the Property, including, without limitation, the  
168 existence of Special Taxing Districts, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other  
169 unrecorded agreements, and various laws and governmental regulations concerning land use, development and environmental matters. The surface estate  
170 may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights.  
171 Third parties may hold an interest in oil, gas or other mineral, geothermal energy or water on or under the Property, which interest may give them rights  
172 to enter and use the Property. Such matters may be excluded from the title insurance policy. Purchaser is advised to timely consult legal counsel with  
173 respect to all such matters, as there are strict time limits provided in this Agreement.

175 **14. Inspection of Property.**

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177 Purchaser may have the Property inspected by an independent professional inspector ("**Inspection**") not less than five (5) nor more than ten (10) days  
178 prior to the closing. The Inspection shall be performed at a reasonable time during normal business hours. Seller or Seller's representative may  
179 accompany the inspector. In making the Inspection, Purchaser shall treat all information obtained as strictly confidential. Purchaser shall provide written  
180 notice to Seller not less than three (3) days prior to closing of all matters which Purchaser requires to be corrected ("**Inspection Objection**"). Seller's  
181 obligation to make repairs arising from the Inspection shall be limited to items that are in violation of the local building code. Receipt by Seller of a  
182 Certificate of Occupancy shall constitute compliance with the local building code. Items not completed prior to closing shall be completed after closing in  
183 accordance with Seller's standard post-closing procedures. The fact that items are not completed prior to closing shall not constitute a valid reason for  
184 Purchaser's failure to close. Purchaser also agrees that the direction and supervision of the workers on the Property, including subcontractors, rests  
185 exclusively with Seller and Purchaser agrees not to issue any instruction to or otherwise interfere with such workers. Purchaser further agrees not to  
186 contract with Seller's subcontractors or to engage with other builders or subcontractors except with Seller's written consent, and then only in such matters  
187 that will not interfere with Seller's completion of the Improvements pursuant to this Agreement. Acceptance by Purchaser of the deed to the Property  
188 shall be deemed to be full performance of every obligation of Seller hereunder, except for those items which Seller has agreed to correct after closing.  
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190 **15. Substantial Completion.**

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192 Seller shall give Purchaser at least seven (7) days prior notice of the estimated date of substantial completion of the Improvements. Seller and  
193 Purchaser shall perform a "walk through" inspection prior to substantial completion of the Improvements, addressing Purchaser's comments, and Seller  
194 shall establish a "punch list" of items to complete. Purchaser understands that such punch-list items are a normal part of the construction process and that  
195 Seller will not escrow any funds for the completion of such items unless major and substantial work has not been completed. In the event that on the  
196 scheduled closing date the Improvements are habitable, but there are punch list items that need to be completed or corrected, or the finish grading,  
197 exterior painting or required landscaping is not complete, closing nevertheless will be held as scheduled, in which event the Seller will correct the punch  
198 list items and will complete the finish grading, required landscaping and exterior painting within a reasonable time thereafter.  
199

200 **16. Closing.**

201 a.) Date of Closing. The date of closing shall be the earlier of [Click here to enter a date.](#), or at Seller's discretion no more than ten (10) days  
202 after the date of the completion of the home and receipt of the Certificate of Occupancy. Seller shall designate the time and place of closing. Seller shall  
203 inform Purchaser of the date and time of closing. If Purchaser refuses to close at said time, then Purchaser shall be deemed in default of this Agreement.  
204

205 b.) Deed. At closing Seller shall deliver a special warranty deed to Purchaser conveying the Improvements free and clear of all liens,  
206 encumbrances and restrictions, except those described in paragraphs 8, 9, 10 and 12 and in the title commitment exceptions to title.  
207

208 c.) Closing. At closing, Purchaser shall pay to Seller, by wire transfer or by certified funds, the unpaid balance of the Total Purchase Price,  
209 the closing costs, and all other sums payable to Seller hereunder.  
210

211 d.) Prorations. General taxes for the year of closing, based on the last year's taxes and the most recent assessment, rents, water, sewer  
212 charges, homeowner's association dues, etc. shall be prorated to date of closing. Purchaser is aware that the Property may be reassessed for tax purposes  
213 immediately after purchase, and such reassessment may result in an increased tax bill, which taxes shall be the sole obligation of Purchaser. All of the  
214 foregoing prorations will be final.  
215

216 e.) Closing Costs. Purchaser and Seller shall be responsible for, and shall pay their respective closing costs as customarily paid by Purchaser  
217 and Seller in the county in which the Property is located. Fees for closing and settlement services provided by a title company for the closing shall be paid  
218 at closing equally by Purchaser and Seller. Any fees imposed by the homeowners and/or community association shall be paid by the Purchaser. Any  
219 special endorsements required by Purchaser or Purchaser's lender shall be paid by Purchaser.  
220

221 f.) Possession. Possession of the Property shall be delivered to Purchaser at the time of closing. The Property shall not be occupied prior to  
222 closing by the Purchaser, nor shall any personal property of Purchaser be stored therein prior to the closing.  
223

224 g.) Responsibility for Utilities. Purchaser understands that all separately metered utilities to the Property shall be changed from Seller's name  
225 by Purchaser, and all such utility charges after the date of closing shall be Purchaser's sole expense.  
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227 **17. Adjacent Property.**

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229 Seller has not made and hereby disclaims that any representation, promise or warranty has been made by Seller regarding the development of adjacent  
230 properties, obtaining the Loan, the value of the Property, the investment potential of the Property, any economic benefits to Purchaser to be derived from  
231 the managerial efforts of Seller or regarding the continued existence of any view from the Property. Purchaser must rely upon Purchaser's own  
232 inspections and evaluations of these and other matters which are material to the purchase of the Property and not upon any representation by Seller.

233 Seller's listing company, if any, its sales representatives and Seller's employees, agents and contractor employees are not authorized to make any such  
234 representation or promise, and any such representation is rejected by Seller and waived by Purchaser.

235

236 **18. Notices - Disclosure**

237

238 a.) Soils. By executing this Agreement, Purchaser expressly acknowledges that Purchaser has been advised that expansive soils may be  
239 present on the Property and that there is a risk of heaving and swelling soils which may result in cracking and heaving of the concrete slabs, drives,  
240 walks, patios, and garage floor. Seller shall provide to Purchaser at least fourteen (14) days prior to closing, a copy of a summary report of the soil  
241 analysis and the site recommendations. Purchaser has been advised that any concrete slabs on the Property are not structural and are not covered by the  
242 structural warranty, and that minor cracking and heaving are not covered by the warranty provided by Seller. Commencement of landscaping by  
243 Purchaser or Purchaser's agent shall constitute acceptance of all grading completed by Seller and shall release Seller from any and all liability for any  
244 drainage problems or any resulting damage due to drainage problems. Purchaser hereby acknowledges that Purchaser has been advised by Seller, and  
245 understands, that the soil within the State of Colorado consist of both expansive soils and low-density soils which may result in a shifting or other  
246 movement of the foundation or otherwise result in damage to the structural or other parts of the Improvements, if the Improvements and the Property  
247 upon which it sits are not properly maintained. Purchaser further acknowledges receipt of a summary report of the soils analysis and site  
248 recommendations, in addition to a copy of a publication detailing the problems associated with expansive soils and the building methods to address  
249 problems associated with construction on such soils and suggestions for care and maintenance as required by Colorado Revised Statutes §6-6.5-101.  
250 Purchaser acknowledges that Purchaser has received an independent soils test completed on the Property provided by the Seller and that Seller makes no  
251 representations or warranties as to the accuracy of any soils report. Purchaser hereby acknowledges that there is no structural flooring in the  
252 Improvements, and Purchaser is in agreement with the Seller's soil report and recommendations prepared by Seller's professional consultants and  
253 engineers or Purchaser has been informed that the Improvements will include a wood structural floor system and has been informed of this type of  
254 flooring system.

255

256 b.) Radon Gas. The Colorado Department of Health and the United States Environmental Protection Agency (the "EPA") have detected  
257 elevated levels of naturally occurring radon gas in certain residential structures throughout Colorado. The EPA has voiced concerns about the possible  
258 adverse effects on human health from the long-term exposures to high levels of radon gas. Purchaser is advised that Seller is not qualified and has not  
259 undertaken to evaluate all aspects of this very complex issue and that with respect to the Improvements, Seller has made no representation or warranty,  
260 expressed or implied, concerning the presence or absence of radon in the soils beneath or adjacent to the Improvements or within the Improvements prior  
261 to, on, or after the date of closing. Furthermore, Seller recommends that Purchaser, at Purchaser's sole expense, conduct its own investigation and consult  
262 with such experts as Purchaser deems appropriate, in order to determine the level of radon gas in the Improvements. Purchaser acknowledges that  
263 Purchaser has read the foregoing disclosure and fully understands its content. Purchaser, for himself/herself, and his/her successors and assigns, releases  
264 Seller from any and all liability associated with any radon gas matters. Purchaser's obligations under this Agreement are not contingent upon radon  
265 levels not exceeding certain levels.

266

267 c.) Naturally Occurring Radioactive Material. In certain isolated locations in the Denver Metropolitan Area, above average levels of naturally  
268 occurring radioactive material ("**NORM**") have been detected. No federal or state regulations or standards address acceptable levels of NORM in  
269 residential areas. Purchaser is hereby advised that Seller is not qualified and has not undertaken to evaluate all aspects of this issue, and that with respect  
270 to the Property, Seller has made no representation or warranty, expressed or implied, concerning the presence, absence, or level of NORM in the soil  
271 beneath or adjacent to the Improvements on or after the date of closing. Purchaser hereby acknowledges that Purchaser has read the foregoing disclosure  
272 and fully understands its content. Purchaser, for himself/herself and his/her successors and assigns, hereby releases Seller from any and all liability  
273 associated with respect to NORM levels. Purchaser's obligations under this Agreement are not contingent upon NORM levels not exceeding certain  
274 levels.

275

276 d.) Environmental Matters. Purchaser should inspect the environmental condition of the Property and the Subdivision. Further investigation  
277 may be appropriate. Seller has disclaimed all warranties, including environmental matters.

278

279 e.) Electric Transmission Lines. The Property will be served by electric transmission lines. Electric transmission lines cause electric fields and  
280 magnetic fields, commonly referred to as electromagnetic fields ("**EMF**"). Seller does not own the electric transmission lines, and has no control over the  
281 operation of the lines, the flow of electricity, the locations of the lines or the EMFs they cause. The potential health risk from EMFs is controversial and  
282 Seller disclaims all representations concerning the electric transmission lines, EMFs, and the health risks. Purchaser waives all claims and causes of  
283 action of any kind against Seller for damages, loss, or expense for personal injury, property damage or death arising from or associated with the existence  
284 of EMFs or other effects of electric transmission lines, known or unknown.

285

286 f.) Accessibility to Handicapped. Potential buyers should consider accessibility of the Property and the Subdivision for themselves and  
287 their guests before deciding to purchase the Property. Purchaser waives all claims and causes of action of any kind against Seller for damages, loss, or  
288 expense for personal injury, property damage or death arising from or associated with accessibility to the handicapped, known or unknown, including,  
289 without limitation, the Americans with Disabilities Act and the Fair Housing Act.

290

291 g.) Representations Regarding the Neighborhood. Seller has made no investigations, representations, warranties or assurances to Purchaser  
292 concerning the nature or character of individuals living in the Subdivision or in the neighborhood surrounding the Property. Accordingly, Purchaser must  
293 rely upon their own investigation and evaluation of the neighborhood surrounding the Property.  
294

295 h.) RESPA Disclosure. As required by the Real Estate Settlement Procedures Act of 1974, Purchaser acknowledges that Seller has not  
296 directly or indirectly required Purchaser, as a condition of sale, to purchase either a fee owner's or mortgagee's title insurance policy from any particular  
297 title company. Seller has advised Purchaser that it will purchase, at Seller's sole cost and expense, a fee owner's title insurance policy from a title  
298 company selected by Seller. Seller has also advised Purchaser that if Purchaser does not wish Seller to purchase the title insurance policy from such  
299 company, Purchaser may elect to obtain such insurance from a company of his choice and shall pay, at closing, that portion, if any, of the title insurance  
300 premium in excess of what the premium would have been due if Purchaser had accepted the title insurance policy offered by Seller.  
301

302 i.) Toxic Mold. Molds, mildew, fungi, bacteria and microbiologic organisms (collectively, "Molds") produce tiny spores which reproduce.  
303 Mold spores waft through the indoor and outdoor air continually. When mold spores land on a damp spot indoors, they may begin growing and  
304 digesting whatever they are growing on in order to survive. There are molds that can grow on wood, paper, carpet and goods. When moisture or water  
305 accumulates indoors, mold growth will often occur, particularly if the moisture problem remains undiscovered or unaddressed. The potential health risk  
306 from molds is controversial. Seller is not qualified to detect or remediate the presence of molds. Purchaser may wish to test for the presence of molds.  
307 Seller expressly disclaims and Purchaser waives and releases Seller from any claims for liability with respect to molds and related matters, known or  
308 unknown. Purchaser shall hold Seller and Seller's agents harmless from any claims for liability against Seller with respect to molds and related matters.  
309 Purchaser agrees that Purchaser is responsible to monitor and correct all future occurrences of mold.  
310

311 j.) Grading and Drainage. Seller will complete the grading of the Property and establish swales and drainage patterns in accordance  
312 with the existing approved grading and drainage plans for the Property. Purchaser covenants and agrees to maintain the Property's approved grading,  
313 swales and drainage patterns, and to comply with all drainage and grading provisions which may be set forth in the Governing Documents for the  
314 Property or the grading and drainage plans for the Moore Farm Subdivision approved by the Town of Frederick, Colorado. Seller shall not be  
315 responsible for any damages resulting from changes to or failure to maintain the Property in accordance with the approved grading and drainage  
316 plans, or for any failure on the part of Purchaser to adequately protect against and accommodate the potential impact of expansive soils. Purchaser  
317 shall indemnify and hold Seller harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney's fees  
318 and costs) incurred by or asserted against Seller arising from or in any way related to Purchaser's change of, or failure to maintain, the approved  
319 grading and drainage patterns on the Property. During the course of construction, professional consultants retained by Seller may recommend  
320 changes to the approved grading and drainage plans for the Property based on inspections or evaluations of site conditions. Upon obtaining any  
321 necessary consent from third parties, Seller may follow such recommendations and shall provide Purchaser with documentation of any changes to  
322 the approved grading and drainage plans, in which case Purchaser shall comply with those changes.  
323

324 k.) Potable Water. Potable water for the Property is to be provided by the Town of Frederick, Colorado. SOME WATER PROVIDERS RELY,  
325 TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE  
326 DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.  
327

328 l.) Survival. The provisions of this Section 18 shall survive closing.

329 **19. Equitable Rights.**

330 The delivery of any initial payment, earnest money deposit or option payment shall not create equitable rights in the Improvements. Both legal title  
331 and equitable title shall remain vested in Seller until final closing when they will pass to Purchaser. Acceptance of payments by Seller's sales  
332 representative does not create a binding obligation on Seller and shall be held in escrow until final acceptance of this Agreement by Seller. Purchaser has  
333 the right to withdraw this offer by written notice at any time before Seller signs and accepts this Agreement. If Purchaser withdraws this offer before  
334 acceptance or if Seller fails to accept this Agreement within fifteen (15) days, Seller shall refund all initial payments to Purchaser, and this Agreement  
335 shall be null and void.  
336

337 **20. Waivers.**

338  
339 a.) Limitation of Liability. Seller shall not be responsible for any expenses, economic loss, or damages for inconveniences or mental anguish  
340 alleged or experienced by Purchaser in the event this Agreement is terminated before the closing, and PURCHASER WAIVES ANY AND ALL CLAIMS  
341 AND REMEDIES BASED ON SUCH GROUNDS.  
342

343 b.) Completion of Agreement. After the closing, Purchaser will have no right to bring any claim against Seller arising from this Agreement  
344 and the construction of the Improvements, other than claims arising under C.R.S. §13-20-801 et. seq. caused by a defect in the design or construction of an  
345 improvement on the Property, as all of Purchaser's rights will be embodied in and limited to claims arising from and relating to the deed and the Limited  
346 Home Warranty.  
347

348 c.) Waiver of Future Claims. Purchaser waives all claims against Seller for damages to property, economic loss, loss of value, personal  
349 injury or death arising after the date of this Agreement and relating to the following:  
350

351 (i) Environmental or ecological conditions or events such as weather conditions, geohazardous conditions, soil conditions,  
352 atmospheric conditions, toxic mold, terrestrial conditions, acts of God, or other natural or man-made conditions or occurrences beyond the reasonable  
353 control of Seller.

354  
355 (ii) The presence or existence of cancer-causing or radioactive substances or materials suspected of causing illness which  
356 are used in the construction process

357  
358 (iii) Any claim founded upon specifications and codes required by manufacturers and national and local authorities.  
359 Purchaser acknowledges that it is impossible to construct the Improvements to the exact specifications and codes required by manufacturers, national and  
360 local authorities. By closing on the Improvements, Purchaser agrees that the Improvements have been approved for habitation by the governing  
361 authorities and that the code inconsistencies do not constitute a defect. Purchaser further waives all claims for code inconsistencies that may be perceived  
362 or alleged to be defects.

363 (iv) Claims founded upon proposed or existing land use on property adjacent to or near the Property.

364 (v) Any deviation in the improvements from the Plans or Specifications.

365 (vi) Any claim founded upon the square footage measurements of the Improvements.

366  
367  
368  
369 These waivers shall be binding upon Purchaser and Purchaser's heirs, successors, assigns, guests and invitees and shall survive closing. Purchaser  
370 acknowledges that Seller shall be entitled to rely upon this waiver as a complete bar and defense against any claim asserted by Purchaser or anyone  
371 claiming through Purchaser. The deed conveying the Improvements to Purchaser shall contain a reference to these and other waivers in this Agreement.

372  
373 **21. Default.**

374  
375 a.) Default by Seller. If Seller fails to comply with this Agreement, Purchaser shall have the exclusive right to terminate this Agreement,  
376 and Seller will refund the Deposit. Purchaser shall not be entitled to the return of any funds paid to Seller resulting from Change Orders as requested by  
377 Purchaser.

378  
379 b.) Default by Purchaser. If any payment or any other condition is not made, tendered or performed by Purchaser as required in this  
380 Agreement, or in the event Purchaser and Seller have any discrepancies regarding monies, specifications or time related dates, Seller reserves the option  
381 to cancel this Agreement at any time. At that time Purchaser shall be deemed to be in default and Seller shall be entitled to retain, as liquidated damages,  
382 the Deposit paid by Purchaser and any and all funds paid to Seller resulting from Change Orders and Options, and this Agreement will be deemed to be  
383 terminated. The parties mutually agree that this liquidated sum is a reasonable estimate of Seller's damages due to the difficulty in calculating damages to  
384 Seller resulting from Purchaser's breach.

385  
386 THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES, EACH PARTY EXPRESSLY  
387 WAIVING ANY AND ALL OTHER REMEDIES IT MIGHT OTHERWISE HAVE, EITHER AT LAW OR EQUALITY.

388  
389 **22. Construction Standards.**

390  
391 a.) Seller shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for the act of all of  
392 Seller's employees and all subcontractors, their agents and employees, and all other persons performing any of the construction. All construction shall be  
393 performed to the quality standards typically found in Weld County, Colorado for similarly priced single-family residences of similar size and materials  
394 ("**Standards**"). Any breach of the Standards or any other contractual duty shall not trigger an independent duty of care.

395  
396 b.) Seller shall have the right to substitute different materials of equal or greater value or quality, if necessary, but shall notify Purchaser in  
397 advance if substitutions affect the appearance of the Improvements.

398  
399 c.) Seller shall give all necessary notices and comply with all laws, ordinances, rules, regulations and orders of any public authority relating to  
400 the construction and shall comply with all covenants which may affect the Property. Seller shall obtain all certificates of inspection and occupancy that  
401 shall be required.

402  
403 d.) At the completion of the work, Seller shall remove waste materials and debris from the Property, as well as tools, construction equipment  
404 and surplus material. Seller shall also clean the interior of the Improvements so they are in "move-in" condition.

405  
406 e.) Seller shall permit and cooperate in the observation and inspection of the construction at all reasonable times by Purchaser, and by  
407 representatives of Purchaser, including architects, representatives of lenders and public authorities.

408  
409 **23. Risk of Loss.**

410  
411 Prior to the date of closing the risk of loss shall be borne by Seller. In case of partial or total destruction of the Improvements, the date of completion  
412 may be extended by Seller, provided, however, if completion is thereby delayed beyond nine (9) months after the Estimated Completion Date, then, at the

413 option of either Seller or Purchaser, this Agreement may be terminated by written notice to the other party, and upon such termination, all monies paid to  
414 Seller shall be refunded to Purchaser without interest and both parties shall be released from any further obligation hereunder.

415

416 **24. Warranties.**

417

418 a.) Acceptance. The making of final payment by Purchaser to Seller of the Total Purchase Price shall constitute a waiver and complete  
419 release of all claims by Purchaser against Seller with respect to the Improvements, the Property and this Agreement, except those of which Seller is  
420 notified in writing prior to closing, those items which are expressly covered by the Limited Home Warranty and claims arising under C.R.S. §13-20-801  
421 et seq. caused by a defect in the design or construction of an improvement on the Property.

422

423 b.) Limited Warranty. Purchaser has received and read the Limited Home Warranty attached hereto as Exhibit B ("**Limited Warranty**").  
424 Purchaser understands that Purchaser's agreement to accept the Limited Warranty as Purchaser's sole and exclusive warranties arising under this  
425 Agreement is a material term of this Agreement and does not include any warranty against damage caused by improper care or maintenance or careless  
426 acts of Purchaser or Purchaser's assigns. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTIES AS STATED ABOVE ARE  
427 GIVEN TO THE EXCLUSION OF, AND SELLER DISCLAIMS, ALL OTHER WARRANTIES OF EVERY NATURE, EXPRESS OR IMPLIED,  
428 CONCERNING SELLER'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF  
429 HABITABILITY, WORKMANLIKE CONSTRUCTION AND COMPLIANCE WITH APPLICABLE BUILDING CODES. PURCHASER'S INITIALS  
430 AND DISCLAIMER. ALL WOOD FLOORING AND CONCRETE SLABS ARE HEREBY SPECIFICALLY EXCLUDED FROM AND ARE NOT  
431 COVERED BY SELLER'S LIMITED WARRANTY. PURCHASER UNDERSTANDS THAT SELLER'S LIMITED WARRANTY IS  
432 NONTRANSFERABLE AND AGREES TO INFORM ANY NEW PURCHASERS OF SUCH LIMITATIONS. The Limited Warranty shall survive the  
433 issuance of the Certificate of Occupancy and the final payment.

434

Initials \_\_\_\_\_

435

436

437

438 c.) Waiver of Warranty. Purchaser accepts the Limited Warranty referenced herein in lieu of all other warranties and as the only warranty  
439 applicable to the Improvements and the Property. If it is determined by law that implied warranties may not be waived, any disputes concerning implied  
440 warranties and claims arising under C.R.S. §13-20-801 et. seq. caused by a defect in the design or construction of an improvement on the Property shall  
441 be resolved by mediation and arbitration as set forth in this Agreement.

442

443 d.) Nonhabitable Spaces. The basement (standard or walkout), the attic, garage and crawlspace (if applicable) of the Improvements are not  
444 currently constructed as habitable space. Seller offers, as an upgrade option for an additional price, the construction of a basement suitable to meet  
445 habitability standards. Purchaser may or may not elect to have the basement built to meet habitability standards. Purchaser and Seller agree that there is  
446 no warranty or representation made by Seller as to the habitability of these nonhabitable spaces. Purchaser waives any right to make future claims for the  
447 unsuitability of such areas for future finishing and for damage to the structure or to Purchaser's personal property and future finishing of the basement,  
448 attic, garage, or crawlspace.

449

450 e.) Warranty Service. Purchaser and Seller agree that any repairs performed under the Limited Warranty and the Partial Warranty  
451 Assignment will be done using generally accepted industry practices, techniques and materials during normal business hours. Normal business hours are  
452 defined as 8:00 am to 5:00 pm, Monday thru Friday.

453

454 f.) Manufacturers' Warranties. Manufacturers of the consumer products and appliances included in the Improvements (water heater,  
455 dishwasher, refrigerator, etc.) may provide separate limited warranties for their products. No changes or additions will be made to the manufacturers'  
456 limited warranties. Seller makes no separate warranty as to consumer products and appliances and will have no responsibility for the manufacturers'  
457 service or repairs to their consumer products. Upon closing, Seller shall assign and transfer to Purchaser any manufacturer's warranties on consumer  
458 products and appliances.

459

460 **25. Non-Recording / Liens.**

461

462 Purchaser shall do nothing which might cause liens to be filed against the Property prior to the Purchaser's receiving possession of the Property, or  
463 against any real property owned by Seller or third parties located within the Moore Farm Subdivision. If any such liens are filed, Purchaser shall be liable  
464 for any and all damages, costs and attorney's fees incurred by Seller as a result thereof and/or in defense thereof. Within forty-eight (48) hours following  
465 receipt of written demand by Seller, Purchaser shall discharge any such liens, or in the alternative, post bond in accordance with Colorado law. Failure to  
466 discharge any such liens as above provided shall constitute and be deemed a default hereunder. The foregoing shall survive the closing or termination  
467 hereunder.

468

469 **26. Recommendation of Legal Counsel**

470

471 By signing this Agreement, Purchaser acknowledges that the Seller has recommended that Purchaser obtain the advice of their own legal counsel  
472 regarding the examination of the title and this Agreement. Purchaser certifies that he or she has read each and every part of this Agreement and that this  
473 Agreement constitutes the entire agreement between the Purchaser and Seller and no agreements, promises or warranties except those expressly set forth

474

Purchaser's Initials \_\_\_\_\_



474 herein have been made by Seller or its salesperson to Purchaser and no modifications hereof shall be claimed by Purchaser. This Agreement will  
475 supersede any and all understandings and agreements and constitutes the entire agreement between the parties, and no oral representations or statements  
476 shall be considered a part hereof. No amendment to this Agreement shall be effective unless in writing and executed by all the parties hereto.  
477

478 **27. Commission.** (Check applicable box)

479  Purchaser and Seller acknowledge that there is no Realtor representing the Purchaser in this transaction. Purchaser agrees to defend, indemnify and  
480 hold Seller harmless from and against any and all claims, damages and costs, including attorney's fees, in connection with any claim for brokerage' finder's or  
481 similar fees, compensation or commission related to this Agreement, which may be made or alleged as a result of acts or omissions of that party by any  
482 unnamed Realtors, brokers, finders or agents claiming by, through or on behalf of it with, or respect to this Agreement, the negotiation hereof, or the  
483 purchase of the Property.

484  
485  Purchaser and Seller acknowledge that there is a cooperating Realtor representing the Purchaser in this transaction and that the Seller shall pay a  
486 cooperating fee of [Click here to enter text.](#)% based on BASE PRICE ONLY to such Realtor.

487  
488 Realtor Name: [Click here to enter text.](#)  
489 Company: [Click here to enter text.](#)  
490 Address: [Click here to enter text.](#)  
491 Phone Number: [Click here to enter text.](#)  
492 Fax Number: [Click here to enter text.](#)  
493 Email: [Click here to enter text.](#)

494  
495 **28. Additional Provisions.**

496 [Click here to enter text.](#)

500  
501 **29. Miscellaneous.**

502  
503 a.) Entire Agreement. This Agreement supersedes any and all prior agreements between the Purchaser and Seller. There are no collateral  
504 understandings, representations or agreements other than those contained herein or expressly agreed to in writing signed by both Purchaser and Seller.  
505 No sales agent, employee or agent of Seller has any authority to modify the terms hereof or to make any agreements, representations or promises which  
506 might postpone, limit, modify, amend or extinguish the terms of this Agreement. No amendment to this Agreement shall be effective unless made in  
507 writing and executed by Purchaser and Seller. SELLER'S SALES REPRESENTATIVES ARE NOT AUTHORIZED to make any representation or  
508 promise, and any such statement made by a Sales Representative is expressly denied and rejected by this Agreement unless Seller signs and delivers a  
509 specific written agreement to Purchaser stating such a representation, promise or warranty.

510 b.) Time is of the Essence. Time is of the essence in the performance of the terms of this Agreement.

511  
512  
513 c.) Purchaser's Assignment. This Agreement is personal to Purchaser. Purchaser shall not enter into any contract or agreement for the sale,  
514 transfer or assignment of Purchaser's interest in the Property or this Agreement. Any attempted sale, transfer or assignment of such interest shall be null,  
515 void and of no effect.

516  
517 d.) Sellers Assignment. Seller may assign this Agreement to a lending institution in connection with financing the construction of the  
518 Property, and Purchaser agrees to purchase the Property if it is completed in compliance with the terms of this Agreement regardless of the party who  
519 actually completes the construction.

520  
521 e.) Notices. All notices to Seller and Purchaser may be served personally or by ordinary or certified mail at the address of Seller and  
522 Purchaser shown below, or if Purchaser has occupied the Property, at the address of the Property. If served by ordinary mail, notices shall be deemed  
523 served three (3) days after the deposit in the mail. If served by certified mail, notices shall be deemed made as of the date delivery is first attempted.  
524 Notices may be sent by facsimile to the fax numbers set forth on the signature pages and will be deemed received upon transmission with verification of  
525 effective transmittal. Any legal notice given to Purchaser's Broker under this Agreement constitutes notice to Purchaser and will be deemed received  
526 upon receipt by Purchaser or Purchaser's Broker.

527  
528 f.) Mediation of Disputes. Purchaser and Seller agree to mediate any action, dispute, controversy or claim between them arising out of this  
529 Agreement or any resulting transactions, whether sounding in contract, tort or otherwise (the "**Dispute**" or "**Disputes**") before resorting to arbitration or  
530 court action. In the event either party fails to first attempt to resolve any dispute or claim without first attempting to resolve the matter through mediation,  
531 then: (i) in the discretion of the arbitrator or judge, that party shall not be entitled to recover attorneys' fees even if they would otherwise be available to

532 that party in any such arbitration or court action, and (ii) that party shall indemnify and hold the other party harmless from and against all costs and  
533 expenses, including attorneys' fees, arising out of a violation of this Agreement to mediate. The parties will jointly appoint an acceptable mediator with  
534 experience in the construction and sale of new residential real estate to consumers and the laws affecting such transactions. The parties will share equally  
535 in the cost of such mediator and any expense incurred, including jointly authorized costs of investigation. This provision shall survive closing of the  
536 purchase of the Property.  
537

538 g.) Binding Arbitration. Any dispute, controversy or claim concerning the rights or obligations of the parties, any condition or element of the  
539 Improvements, the Property, the Moore Farm Subdivision or nearby property, the need or propriety of any repair or replacement under the Limited  
540 Warranty, or any claim of misrepresentation, fraud, or breach of contract shall be submitted to and settled by binding arbitration in accordance with the  
541 Colorado Uniform Arbitration Act C.R.S. §13-22-201, et. seq. Seller and Purchaser agree that such arbitration shall be mandatory and binding and shall  
542 be in lieu of any other legal process or remedy. Arbitration may be requested by either party and shall be conducted by the arbitrator selected by the  
543 Limited Warranty program or other Seller selected arbitration organization according to its rules. Any arbitrator must be experienced in the new home  
544 construction industry, its practices and standards of performance. All future purchasers of the Improvements shall be bound by this arbitration provision.  
545 The arbitrator shall award attorneys' fees, expert witness fees, incidental damages, consequential damages or punitive damages or costs to the prevailing  
546 party. All fees will be paid by the party incurring the fees.  
547

548 h.) Attorneys Fees. In the event any action or proceeding is commenced by any party against any other party in connection herewith, including,  
549 but not limited to, any proceeding in bankruptcy, the court shall award to the prevailing party from the other party all costs and expenses, including,  
550 without limitation, actual attorneys' fees, expert witness fees, costs of investigation and court costs incurred in such action or proceeding, in addition to  
551 any other relief awarded, except as modified by Section 29(f).  
552

553 i.) Severability. If any provision of this Agreement is ruled invalid or illegal, such ruling shall have no effect on the remaining provisions  
554 which shall be considered legally binding and given full force and effect.  
555

556 j.) Survival. The terms and conditions of this Agreement shall survive the closing of the purchase of the Property and shall not be merged or  
557 extinguished by delivery of the deed to the Property.  
558

559 k.) Counterparts. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such  
560 copies taken together will be deemed to be a full and complete contract between the parties.  
561

562 l.) Signatures. Signatures by the parties to this Agreement delivered via facsimile transmission shall be deemed original signatures for all  
563 purposes.  
564

565 m.) Modification. No subsequent modification of any of the terms of this Agreement will be valid or binding upon the parties or enforceable  
566 unless made in writing and signed by the parties.  
567

568 n.) Legal Contingency. Notwithstanding any contrary provision contained in this Agreement, Seller's obligation to sell and convey the  
569 Property to Purchaser is expressly conditioned upon the imposition of no changes in any laws or requirements applicable to Seller which would prevent  
570 Seller from proceeding with this transaction, or which would render this transaction in any way inconsistent with the applicable laws, or which would  
571 materially increase the cost and expense to Seller of completing this transaction. If any such change occurs at any time prior to the closing date, Seller  
572 may provide written notice of such occurrence to Purchaser and at Seller's option, this Agreement will terminate and all of Purchaser's Deposits and  
573 payments will be refunded.  
574

575 o.) Agent. Purchaser acknowledges that the individual executing this Agreement on behalf of the Seller is signing solely in such person's  
576 capacity as Seller's authorized agent and not individually. Accordingly, in no event shall Purchaser have any recourse against said individual for any  
577 claim or cause of action arising under or as a result of the execution of, any act or omission under, or any breach of, any of the terms of this Agreement  
578 by Seller. Rather, in the event of any such claim, cause of action or breach, Purchaser's sole recourse shall be against the assets of Seller.  
579

580 p.) Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the  
581 female gender and vice versa. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions hereof, and this  
582 Agreement shall be construed as if such valid or unenforceable provision had never been contained herein. This Agreement shall be governed by and  
583 construed in accordance with the Laws of the State of Colorado.  
584

585 q.) Two-Year Claim Limit. Except as may be required by applicable law, any dispute or claim which either Purchaser or Seller may bring  
586 against the other based upon or related to the Property or the purchase of the Property, expressly including alleged breaches of this Agreement and breach  
587 of warranty, must be commenced within two (2) years of the date of closing of the purchase of the Property by Seller.  
588

589 r.) Purchaser's Acknowledgement. Purchaser certifies that Purchaser has read or elected not to read each and every part of this Agreement  
590 and that this Agreement constitutes the entire agreement between Purchaser and Seller, and no agreements, promises or warranties except those expressly  
591 set forth herein shall be claimed by Purchaser.  
592

593  
594  
595  
596  
597  
598

s.) Copies. The parties hereby acknowledge and agree that a photocopy of the Agreement containing the signatures of the parties shall have the force and effect for all purposes as the Agreement containing the original signatures of the parties.

NOTE: THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNTIL APPROVED IN WRITING BY THE PRESIDENT OF HUNTER HOMES CORPORATION.

**PURCHASER:**

Click here to enter text.

By: \_\_\_\_\_

By: \_\_\_\_\_

Address: Click here to enter text.

Click here to enter text.

Home Phone: Click here to enter text.

Mobile Phone: Click here to enter text.

Fax: Click here to enter text.

Email: Click here to enter text.

Date: \_\_\_\_\_

**SELLER:**

Hunter Homes Corporation,  
a Colorado corporation

By: \_\_\_\_\_  
Marcus Palkowitsh, President

Address: 720 S. Colorado Blvd., Suite 940N  
Denver, Colorado 80246

Phone: (303) 399-9804

Fax: (303) 399-3631

Email: [marcus@hunterhomescorp.com](mailto:marcus@hunterhomescorp.com)

Date: \_\_\_\_\_

**BROKER'S ACKNOWLEDGEMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Purchaser)

Broker, while not a party to the Agreement, agrees to cooperate upon request with any mediation concluded under Section 29 of the Agreement.

Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  Transaction-Broker in this transaction.

By signing below Broker and Brokerage Firm hereby acknowledge and agree that Brokerage Firm's compensation or commission is to be paid by Seller at Closing in the amount and manner described in Section 27 of the Agreement.

Realtor Company: \_\_\_\_\_

Realtor Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Schedule of Total Purchase Price:

**Exhibit B**  
**Hunter Homes Corporation**  
**LIMITED HOME WARRANTY**

Homeowner Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Warranty Commencement Date: Date of Closing of the new home purchase

Hunter Homes Corporation Authorized Signature: \_\_\_\_\_

**Introduction**

Because purchasing a new home is a big investment, Hunter Homes feels that it is important to offer you a warranty on the work performed by Hunter Homes Corporation. Hunter Homes takes a great deal of pride in the work it performs, and it wants to stand behind the workmanship and materials that have gone into the construction of your home. Hunter Homes also wants to make sure that all parties concerned understand all details of coverage provided by this Warranty. This Warranty is part of your Purchase Agreement with Hunter Homes Corporation.

**Warranty Period**

Hunter Homes Corporation warrants the craftsmanship of your home during the first 12 months from the Warranty Commencement Date. After your first 12 months in your home, in addition, you will be covered by a 10-year structural warranty through StrucSure Home Warranty.

**Before You Occupy Your Home**

You will be asked to make a walk-through inspection with a representative from Hunter Homes Corporation. This inspection is your opportunity to identify minor deficiencies that may exist prior to you occupying your new home. During your walk-through inspection, you should identify and make note on the Punch List of the following deficiencies as well as any other deficiencies which may be apparent or which you know of on the Finish List:

1. Chipped or damaged porcelain, tile or countertops.
2. Defects in painted surfaces
3. Chipped or otherwise defective surfaces of appliances or plumbing fixtures.
4. Defective damaged or soiled carpets, vinyl and other floor coverings.
5. Defects in cabinets.
6. Damaged windows, mirrors or light fixtures.

Any deficiencies which are readily visible, or of which you are aware, will be corrected only if they are noted and reported to us during the walk-through inspection. Hunter Homes will make minor repairs and adjustments to correct the deficiencies noted on the Punch List within a reasonable time span. Deficiencies will be corrected only if they fall below industry standards of normal production tolerances and Hunter Homes has received written notice of such deficiencies and claims within the one year warranty period described herein.

**Items Not Covered**

This Warranty does not apply to the following:

1. Any part of your home damaged by you, or anyone employed by you, including damage resulting from attempted repairs.
2. Any damage caused by failure to properly maintain any of the components in your new home.
3. Any damage caused by either carelessness or negligent conduct.
4. Any damage caused by normal wear and tear arising out of occupancy of the new home.
5. Any damage caused by natural events such as shifting soils, high winds, floods, blizzards, hail or earthquakes.
6. Any defects caused by, or arising from, climatic conditions, normal characteristics of certain building materials, expansion, contraction, moisture, humidity or any damage resulting from negligence, improper maintenance or abnormal use.
7. Items normally covered by standard homeowner's insurance are not covered by this Warranty.
8. Minor imperfections or discolorations in wood or minor grouting cracks.
9. Items, which you inspected and accepted at the time of the walk-through, unless defects in such items were noted on the punch-list form signed by you and Hunter Homes Corporation.
10. Minor deficiencies not readily visible unless reported to Hunter Homes Corporation in writing by you within the 12 month warranty period following the Warranty Commencement Date.
11. All hardwood flooring including but not limited to expansion, squeaking and movement.
12. All appliances and other consumer goods are covered by warranties from the service providers and/or manufacturers of these items, NOT by Hunter Homes Corporation. Hunter Homes makes no express or implied warranties with respect to these items and disclaim any liability or responsibility whatsoever for such items. You should look solely to the service provider and/or manufacturer of such items in the event you discover any defects.

Resilient vinyl products are soft materials. Indentations will appear where furniture legs or other objects sit in one place for a period of time. Protect your finished floors at all times. Do not push, shove or scoot heavy appliances or furniture into place because this can damage your floors. You also can expect physical damage to result from spiked heels, a variety of furniture legs and certain type of throw rugs, which may cause discoloration. Damages of this nature are not warrantable.

Pipes, delivery systems and fixtures (faucets, valves, toilets, etc.) are warranted for 1 year parts and labor. Delivery systems are defined as water and gas pipes, sewer and drain lines, fittings and valves. Cosmetic defects are excluded from the one year warranty. Damage from freezing is not included under this warranty.

Polished brass and certain other fixtures are designed to add beauty to your home. These fixtures (both interior and exterior) are brass-plated or similar and relatively soft. Due to our climate, your fixtures may tarnish. This is considered normal and is not warrantable. Chemical damage due to cleaning solvents can remove protective coating from fixtures and is not covered under the warranty.

The shelving installed in your home is designed to give you years of dependable service. The shelving is limited in its load capacity. Failure of the shelving due to overloading is not covered by this warranty.

The communication, phone, cable and security wiring in your home is warranted for 1 year parts and labor. Any alteration or work performed on these systems by anyone other than the original contractor may void the warranty.

The electrical system (light fixtures, switches, outlets, fans, etc.) is covered for 1 year parts and labor. The electrical delivery system consisting of wires, panels, breakers, fuses, switches and receptacle outlets is covered for 1 year. The phone, cable and security wiring are not considered part of the electrical system.

Do not use sharp objects or kitchen utensils directly on countertops. Protect the finished surface from hot items with a heat protector pad. Remember countertops are heat resistant – not heat proof! Placing hot items directly on countertops or allowing moisture buildup may cause deterioration of laminated surfaces. Do not allow water to stand on countertops especially on the seams. Warped countertops due to water on seams are not warrantable.

All heating and air condition systems and equipment is warranted for 1 year parts and labor. The homeowner is responsible for maintenance including but not limited to changing filters, checking primary drain for proper drainage, etc.

**Manufactured surfaces are warranted if visible damage or defects are noted during the initial walk through.** Manufactured surfaces include, but are not limited to: porcelain, fiberglass, carpets, mirrors, glass, sheet vinyl, wood flooring, ceramic tile, plastic laminate tops and marble. It is important that you note any damage or defects on the walk through inspection form **prior to move in.**

Manufactured items are covered under each manufacturer’s own warranty.

**Landscape and Drainage**

Landscape care begins when you close on your home. There is no warranty expressed or implied on grass, trees or shrubs.

After closing it is your responsibility to control weed growth and soil erosion by completing the landscaping of your yard. Hunter Homes will not be responsible for soil erosion after closing.

Direct all irrigation away from your foundation, patio, porch, fence and sidewalks. Excessive or uneven irrigation at or near the foundation will increase the likelihood of soil expansion or settlement, which may result in movement of the foundation and cracking of the super structure and is not covered by the Hunter Homes warranty. Hunter Homes does not recommend the use of soaker hoses around the perimeter of your foundation. Properly designed, installed, and maintained landscaping will best control the moisture in the soils around your home.

Do not change the swales on your property. Swales are graded areas design by professional engineers to direct the flow of water away from your house. Alteration of the swales can result in serious damage to your foundation. Fill material next to the foundation that may have settled needs to be replaced and the original grade reestablished to prevent ponding of water against the fence or home. This is normal maintenance, which should be performed by the homeowner, and is not covered by the Hunter Homes warranty.

**To Make a Claim**

If you discover a defect in the work performed by Hunter Homes Corporation, and the defect is covered by this Warranty, you should notify Hunter Homes Corporation in writing at 720 S. Colorado Blvd., Suite 940N, Denver, CO 80246 or by email at [info@hunterhomescorp.com](mailto:info@hunterhomescorp.com) upon discovery of the defect. This Warranty will only apply if Hunter Homes Corporation receives notice of such defect within the applicable warranty period. We will not be responsible for damage that is caused or aggravated by a delay in reporting the defect or your failure to take reasonable care in protecting such defect.

After we receive your notice, and if the defect is covered by this Warranty, we will either repair the defect or replace the item. The work will be done at no cost to you within a thirty (30) day period, unless weather conditions, material shortages, labor problems or other events beyond our reasonable control cause a delay. In no event will Hunter Homes Corporation be liable for any incidental, special or consequential damages, if any, arising out of any delay in the performance of this Warranty due to causes beyond our control.

In accepting this Warranty, you agree to permit Hunter Homes Corporation to do all things necessary in order to complete the repairs being performed under this Warranty. You agree to grant Hunter Homes Corporation access to your home. Hunter Homes Corporation shall have the right to determine the materials and methods to be used in making any repair. Hunter Homes Corporation will not pay for any repairs or work done by you or your agents. **Please be advised, using contractors or vendors other than those used during the construction of your home may void all or part of the warranty on your home. This includes but is not limited to concrete, electrical, framing, foundation, garage doors, heating and air conditioning, masonry, plumbing, phone and cable, roofing, security system and windows.**

**I have read and understand the terms and conditions as described above.**

Homeowner(s) By: \_\_\_\_\_ Date \_\_\_\_\_

Hunter Homes Corporation By: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser’s Initials \_\_\_\_\_  
\_\_\_\_\_