

Addendum to Sales Agreement

Address of Subject Home: _____

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties intending to be legally bound, agree to modify the Sales Agreement for the purchase of the subject Home, as follows

1. **Superseding Agreement.** The provisions of this Addendum supersede and preempt any and all different or inconsistent provisions in the Sales Agreement.
2. **The 2-10 HBW Warranty.** Buyer(s) agree(s) to the substitution of 2-10 HBW Warranty in lieu of the Seller’s one year warranty, or any other warranty, express or implied, identified in the Sales Agreement. At or about closing of the Home’s sale, Seller will purchase for Buyer(s) a 2-10 HBW Warranty administered by Home Buyers Warranty Corporation (“HBW”). The 2-10 HBW Warranty is a limited warranty that provides one-year workmanship, two years systems and ten-year qualifying structural defect coverage for certain construction defects in the subject home. Buyer(s) represents that they has been furnished with a copy of the 2-10 HBW Warranty and has had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.
3. **Arbitration Agreement.** Any and all claims or disputes between Seller, and Buyer(s), HBW and/or the Warranty Insurer arising from or relating to the 2-10 HBW Warranty, Sales Agreement, the Home, the real property on which it is located, and any common elements in which the Homeowner has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by binding arbitration. The arbitration shall be conducted by Construction Dispute Resolution Services LLC, or DeMars & Associates, Ltd, or some other mutually agreeable service. The decision of the arbitrators shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. Any person in contractual privity with the Seller whom the Buyer contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Seller and Buyer agree that this agreement and arbitration provision involve and concern interstate commerce and all governed by the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

By signing this Addendum, Buyer(s) agrees to all terms of the arbitration agreement and waive your right to a jury trial or class action litigation.

_____ Date: _____
Buyer

_____ Date: _____
Seller

_____ Date: _____
Buyer

Title: _____