



NEW CONSTRUCTION PURCHASE AGREEMENT

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- 1. Date
2. Page 1 of

3. RECEIVED OF
4.

5. the sum of Dollars (\$)
6. by CHECK CASH NOTE as earnest money upon acceptance of Purchase Agreement by all parties (check one):

7. GIVEN TO THE SELLER (BUILDER) AS A CONSTRUCTION DEPOSIT FOR PART PAYMENT OF MATERIALS AND LABOR; OR

9. TO BE DEPOSITED ON OR BEFORE THE THIRD BUSINESS DAY AFTER ACCEPTANCE IN A TRUST ACCOUNT OF THE LISTING BROKER, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Builder.

12. Said earnest money is part payment for the purchase of the property located at
13. Street Address:
14. City of, County of, State of Minnesota, legally
15. described as
16.

18. Builder hereby agrees to construct upon the real property a home, together with other improvements, to be built in substantial conformance with the Plans and Specifications for the, a copy of which is attached



20. to this Purchase Agreement as Exhibit "A" on the real property, as improved by construction, together with personal property, if any, chosen by Buyer and to be provided by Builder, is hereinafter referred to as "Property," which Builder has this date agreed to sell to Buyer for the sum of (\$)

23. dollars, which Buyer agrees to pay as follows:
24. additional earnest money of \$ due (Dates, Terms or Conditions)

25.
26. ; and

- 27. 1. Cash of at least percent (%) of the sale price, which includes all the earnest money; PLUS
28. 2. Financing, the total amount secured against this Property to fund this purchase, not to exceed percent (%) of the sale price.

30. Such financing will be (check one) a first mortgage; contract for deed; or a first mortgage with subordinate financing, as described in the attached Addendum:
31.
32. Conventional FHA DVA Assumption Contract for Deed Other: (Check all that apply.)

33. The date of closing shall be, 20.

34. This Purchase Agreement IS IS NOT subject to a Contingency Addendum for sale of Buyer's property. (Check one.)

35. (If answer is IS, see attached Addendum.)
36. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)
37.

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38. Address _____

39. Page 2 Date _____

40. This Purchase Agreement IS IS NOT subject to a cancellation of a previously written purchase agreement
------(Check one.)-----

41. dated _____, 20 _____.

42. (If answer is IS, said cancellation shall be obtained no later than _____, 20 _____.

43. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Builder shall immediately
44. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
45. to be refunded to Buyer.)

46. This Purchase Agreement IS IS NOT subject to an *Inspection Contingency Addendum*.
------(Check one.)-----

47. (If answer is IS, see attached *Addendum*.)

48. **PRICE PROTECTION:** If this Purchase Agreement is contingent, a _____-day price protection is granted from
49. the date of this Purchase Agreement. If the contingency is not removed within said time period, price shall become
50. null and void. Buyer and Builder will then renegotiate the price. In the event the price cannot be renegotiated, this
51. Purchase Agreement is canceled. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement*
52. confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

53. **COMMENCEMENT OF CONSTRUCTION:** Upon execution of this Purchase Agreement and clearing of all contingencies,
54. Builder shall commence with all reasonable diligence to final completion.

55. BUYER AGREES THAT THE DIRECTION AND SUPERVISION OF THE WORKFORCES, INCLUDING
56. SUBCONTRACTORS, RESTS EXCLUSIVELY WITH BUILDER. BUYER AGREES NOT TO INTERFERE WITH OR
57. ISSUE INSTRUCTIONS TO WORKFORCES NOR TO CONTRACT FOR ADDITIONAL WORK WITH CONTRACTORS
58. OR SUBCONTRACTORS EXCEPT WITH BUILDER'S WRITTEN PERMISSION. IF PERMISSION IS GRANTED,
59. SUCH ADDITIONAL WORK SHALL NOT INTERFERE WITH BUILDER'S COMPLETION OF THE CONSTRUCTION
60. OF THE HOME.



61. **MODIFICATIONS:** Any significant change in the *Plans and Specifications* must be approved in writing by
62. both parties citing by CHANGE ORDER any increase or decrease in the purchase price caused by such change.
63. Unless otherwise agreed in writing, any such increase or decrease shall be reflected as an adjustment in cash at

64. EXECUTION OF THE CHANGE ORDER CLOSING. Materials of similar type and quality may be substituted
------(Check one.)-----

65. without notice to or consent of Buyer, as long as such change or substitution shall not substantially alter the character
66. of the home or reduce the value thereof.

67. **COMPLETION:** At closing, Builder shall furnish proper individual lien waivers for all labor and materials provided.
68. Builder's funds shall be escrowed for any work which cannot be completed because of weather conditions or because
69. of mortgage requirements. Such escrowed funds shall be payable to Builder upon completion of such specified
70. work.

71. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Builder shall deliver a

72. Warranty Deed or Other: _____ Deed, joined in by spouse, if any, conveying
------(Check one.)-----

73. marketable title, subject to

- 74. (a) building and zoning laws, ordinances, and state and federal regulations;
- 75. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 76. (c) reservation of any mineral rights by the State of Minnesota;
- 77. (d) utility and drainage easements which do not interfere with existing improvements;

78. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

79. _____ ; and

80. (f) others (must be specified in writing): _____

81. _____.

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82. Page 3

83. **TITLE AND EXAMINATION:** Within a reasonable time period after acceptance of this Purchase Agreement, Builder
84. shall provide one of the following title evidence options, at Builder's selection, which shall include proper searches
85. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
86. or Buyer's designated title service provider:

87. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed
88. to write title insurance in Minnesota as selected by Buyer. Builder shall be responsible for the title search
89. and exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the
90. issuance of the title insurance policy(ies) including but not limited to the premium(s), Buyer's name search and
91. plat drawing, if any. Builder shall surrender a copy of any owner's title insurance policy and Abstract of Title, if
92. in Builder's possession or control, for this Property to Buyer or Buyer's designated title service provider.

93. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to
94. date if Registered (Torrens) Property. Builder shall pay for the abstracting or RPA costs and surrender any
95. abstract for this Property in Builder's possession or control to Buyer or Buyer's designated title service provider.
96. If Property is Abstract and Builder does not have an Abstract of Title, Option (1) will automatically apply.

97. Builder shall use Builder's best efforts to provide marketable title by the date of closing. In the event Builder has not
98. provided marketable title by the date of closing, Builder shall have an additional 30 days to make title marketable or,
99. in the alternative, Buyer may waive the defects by written notice to Builder. In addition to the 30-day extension, Buyer
100. and Builder may, by mutual agreement, further extend the closing date. Lacking such extension, either party may
101. declare this Purchase Agreement canceled, in which case this Purchase Agreement is canceled; neither party shall be
102. liable for damages hereunder to the other. Buyer and Builder shall immediately sign a *Cancellation of Purchase*
103. *Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

104. General Warranties: Builder warrants that buildings are or shall be constructed entirely within the boundary lines of
105. the Property. Builder warrants that there is a right of access to the Property from a public right-of-way. These warranties
106. shall survive the delivery of deed or contract for deed.

107. Builder warrants that prior to the closing, payment shall have been made for all labor, materials, machinery,
108. fixtures or tools furnished within the 20 days immediately preceding the closing in connection with construction,
109. alteration or repair of any structure on or improvement to the Property.

110. Builder warrants that Builder has not received any notice from any governmental authority as to violation of any law,
111. ordinance or regulation. If the Property is subject to restrictive covenants, Builder warrants that Builder has not received
112. any notice from any person or authority as to a breach of the covenants. Any notices received by Builder shall be
113. provided to Buyer immediately.

114. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for
115. any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Builder. If the Property
116. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option.
117. If Buyer cancels this Purchase Agreement, Buyer and Builder shall immediately sign a *Cancellation of Purchase*
118. *Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

119. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

120. **WALK-THROUGH REVIEW:** Buyer has the right to a walk-through review of the Property prior to closing.

121. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed
122. by the parties shall constitute the entire agreement between Buyer and Builder and supersedes any other written or
123. oral agreements between Buyer and Builder. This Purchase Agreement can be modified or canceled only in writing
124. signed by Buyer and Builder or by operation of law. All monetary sums are deemed to be United States currency for
125. purposes of this Purchase Agreement. **Buyer or Builder may be required to pay certain closing costs, which may**
126. **increase the cash outlay at closing or effectively reduce the proceeds from the sale.**

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127. Address _____

128. Page 4 Date _____

129. **ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be
130. delivered.

131. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Builder may terminate this Purchase Agreement,
132. under the provisions of MN Statute 559.21. If either the Buyer or Builder defaults in any of the agreements hereunder
133. or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase
134. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is
135. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217,
136. Subd. 4.

137. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Builder may seek actual
138. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
139. specific performance, such action must be commenced within six (6) months after such right of action arises.

140. **NEW CONSTRUCTION STATUTORY WARRANTIES: MINNESOTA LAW REQUIRES THAT A SELLER OF NEW
141. HOMES MUST PROVIDE CERTAIN WARRANTIES TO THE PURCHASER. BUILDER WARRANTS TO THE FIRST
142. PURCHASER AND SUBSEQUENT PURCHASERS THAT**

143. “ (1) DURING THE ONE-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING
144. SHALL BE FREE FROM DEFECTS CAUSED BY FAULTY WORKMANSHIP AND DEFECTIVE MATERIALS
145. DUE TO NONCOMPLIANCE WITH BUILDING STANDARDS;
146. (2) DURING THE TWO-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL
147. BE FREE FROM DEFECTS CAUSED BY FAULTY INSTALLATION OF PLUMBING, ELECTRICAL, HEATING
148. AND COOLING SYSTEMS; AND
149. (3) DURING THE TEN-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL
150. BE FREE FROM MAJOR CONSTRUCTION DEFECTS.”

151. TO DETERMINE THE EXACT COVERAGE UNDER THE WARRANTY AND THE EXCLUSION TO THE WARRANTY,
152. SEE MN STATUTE SECTION 327A.01–327A.03. BUYERS MUST PURSUE CERTAIN STATUTORY PROCEDURES
153. BEFORE THEY CAN PURSUE LEGAL ACTION FOR WARRANTY CLAIMS. SEE MN STATUTE 327A.02,
154. SUBD. 4.

155. A BUYER HAS TWO YEARS FROM

156. (A) THE DISCOVERY OF A BREACH OF THE STATUTORY WARRANTIES SUMMARIZED ABOVE;
157. OR
158. (B) FROM THE DISCOVERY OF A BREACH OF AN EXPRESSED WRITTEN WARRANTY TO BRING AN
159. ACTION BASED ON THE BREACH.

160. IN THE CASE OF AN ACTION UNDER MN STATUTE SECTION 327A.05 WHICH ACCRUES DURING THE NINTH
161. OR TENTH YEAR AFTER THE WARRANTY DATE, AN ACTION MAY BE BROUGHT WITHIN TWO YEARS OF THE
162. DISCOVERY OF THE BREACH, BUT IN NO EVENT MAY AN ACTION UNDER MN STATUTE SECTION 327A.05
163. BE BROUGHT MORE THAN 12 YEARS AFTER THE EFFECTIVE WARRANTY DATE.

164. **IMPORTANT HEALTH NOTICE: SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING
165. MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE AND THROAT IRRITATION, HEADACHE, NAUSEA AND A
166. VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS
167. A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS
168. ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES OR LUNG PROBLEMS, MAY BE AT GREATER RISK.
169. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO
170. FORMALDEHYDE.**

171. **REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE
172. IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN
173. A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-
174. CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF
175. CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND
176. OTHER INDOOR AIR CONTAMINANTS.**

177. **IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR
178. DOCTOR OR LOCAL HEALTH DEPARTMENT.**

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179. Address _____

180. Page 5 Date _____

181. **LIEN NOTICE:**

- 182. (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR
- 183. PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT
- 184. PAID FOR THE CONTRIBUTIONS.
- 185. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR
- 186. MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT
- 187. PRICE OR TO WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION
- 188. OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED
- 189. ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

190. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone
191. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
192. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
193. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

194. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
195. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
196. by contacting the local law enforcement offices in the community where the property is located or the Minnesota
197. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
198. www.corr.state.mn.us.

199. BUYER SHALL PAY BUILDER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
200. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

201. BUYER AND BUILDER SHALL PRORATE AS OF THE DATE OF CLOSING BUILDER SHALL PAY ON

202. **DATE OF CLOSING** all installments of special assessments certified for payment with the real estate taxes due and
203. payable in the year of closing.

204. BUYER SHALL ASSUME BUILDER SHALL PAY on date of closing all other special assessments levied as
205. of the date of this Purchase Agreement.

206. BUYER SHALL ASSUME BUILDER SHALL PROVIDE FOR PAYMENT OF special assessments pending

207. as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
208. (Builder's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments,
209. or less, as required by Buyer's lender.) Buyer shall pay any unpaid special assessments payable in the year following
210. closing and thereafter, the payment of which is not otherwise herein provided. As of the date of this Purchase Agreement,
211. Builder represents that Builder HAS HAS NOT received a notice regarding any new improvement project from any



212. assessing authorities, the cost of which project may be assessed against the Property. Any such notice received by
213. Builder after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such
214. notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may
215. agree in writing, on or before the date of closing, to pay, provide for the payment of or assume the special assessments.
216. In the absence of such agreement, either party may unilaterally pay, provide for the payment of or assume such
217. special assessments. In the absence of said agreement or said unilateral election, either party may declare this Purchase
218. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which
219. case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and
220. Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
221. earnest money paid hereunder to be refunded to Buyer.

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222. Address _____

223. Page 6 Date _____

224. Buyer shall pay **PRORATED FROM DAY OF CLOSING** _____ **12THS OF** **ALL** **NO** real estate
------(Check one.)-----

225. taxes due and payable in the year 20 _____ .

226. Builder shall pay **PRORATED TO DAY OF CLOSING** _____ **12THS OF** **ALL** **NO** real estate taxes
------(Check one.)-----

227. due and payable in the year 20 _____ .

228. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted to the new closing date. Builder

229. warrants that taxes due and payable in the year 20 _____ shall be **NON-HOMESTEAD** classification. Builder

230. agrees to pay Buyer at closing \$ _____ toward the non-homestead real estate taxes. Buyer

231. agrees to pay any remaining balance of non-homestead taxes when they become due and payable. Buyer shall pay

232. real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise

233. herein provided. No representations are made concerning the amount of subsequent real estate taxes.

234. **COVENANTS, CONDITIONS AND RESTRICTIONS: Builder warrants that Builder has delivered copies of all**
235. **covenants, conditions and restrictions pertaining to the Property, and Buyer acknowledges receipt and**
236. **acceptance of all covenants, conditions and restrictions.**

237. **BUILDER AND BUYER INITIAL(S):** _____ **Builder(s)** _____ **Buyer(s)**

238. **SPECIAL WARRANTIES: BUILDER WARRANTS, AS MN STATUTE 327A.02, SUBD. 1(b) REQUIRES, THAT**
239. **PLUMBING, ELECTRICAL, HEATING AND COOLING SYSTEMS BE FREE FROM DEFECTS CAUSED BY FAULTY**
240. **INSTALLATION FOR A TWO-YEAR PERIOD AND SHALL BE IN WORKING ORDER AT TIME OF CLOSING.**
241. **APPLIANCES PROVIDED WITH THE PROPERTY BEAR ONLY THE WARRANTIES ESTABLISHED BY THE**
242. **MANUFACTURER, AND BUILDER MAKES NO ADDITIONAL WARRANTIES ON APPLIANCES, EXPRESS OR**
243. **IMPLIED.**



244. **(Check appropriate boxes.)**

245. BUILDER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

246. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**

247. **PRIVATE SEWER SYSTEM**

248. BUILDER CERTIFIES THAT BUILDER **DOES** **DOES NOT** KNOW OF A PRIVATE SEWER SYSTEM ON OR
------(Check one.)-----

249. SERVING THE PROPERTY. (If answer is **DOES**, see *Private Sewer System Disclosure Statement*.)

250. **PRIVATE WELL**

251. BUILDER CERTIFIES THAT BUILDER **DOES** **DOES NOT** KNOW OF A WELL ON OR SERVING THE
------(Check one.)-----

252. PROPERTY (If answer is **DOES** and well is located on the property, see *Well Disclosure Statement*.)

253. THIS PURCHASE **IS** **IS NOT** SUBJECT TO A *PRIVATE SEWER AND WELL INSPECTION CONTINGENCY*
------(Check one.)-----

254. *ADDENDUM*. (If answer is **IS**, see attached *Addendum*.)

255. **IF A WELL OR SEPTIC SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A WELL DISCLOSURE**
256. **STATEMENT AND/OR A PRIVATE SYSTEM DISCLOSURE STATEMENT.**

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257. Address _____

258. Page 7 Date _____

NOTICE

259. _____
(Licensee) is Seller's Agent Buyer's Agent Dual Agent Facilitator.
------(Check one.)-----

261. _____
(Real Estate Company Name)

262. _____
(Licensee) is Seller's Agent Buyer's Agent Dual Agent Facilitator.
------(Check one.)-----

263. _____
(Real Estate Company Name)

264. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

DUAL AGENCY REPRESENTATION

266. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

267. Dual Agency representation **DOES NOT** apply in this transaction. *Disregard lines 268–284.*

268. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 269–284.*



269. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a
270. dual agency. This means that Broker and its salesperson(s) owe fiduciary duties to both Seller(s) and Buyer(s). Because
271. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
272. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
273. Seller(s) and Buyer(s) acknowledge that

274. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
275. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
276. information will be shared;

277. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

278. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
279. the sale.

280. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
281. and its salesperson to act as dual agents in this transaction.

282. Seller _____ Buyer _____

283. Seller _____ Buyer _____

284. Date _____ Date _____

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285. Address _____

286. Page 8 Date _____

I agree to purchase the Property for the price and on the terms and conditions set forth above.

I have reviewed all pages of this Purchase Agreement.

287. I, the owner of the Property, accept this Purchase Agreement and authorize the listing broker to withdraw said Property from the market, unless instructed otherwise in writing.
291. **I have reviewed all pages of this Purchase Agreement**

292. **If checked, this Purchase Agreement is subject to attached Counteroffer Addendum.**

294. **X** _____
(Builder's Signature) (Date)

X _____
(Buyer's Signature) (Date)

295. **X** _____
(Builder's Printed Name)

X _____
(Buyer's Printed Name)

296. **X** _____
(Marital Status)

X _____
(Marital Status)

297. **X** _____
(Builder's Signature) (Date)

X _____
(Buyer's Signature) (Date)



298. **X** _____
(Builder's Printed Name)

X _____
(Buyer's Printed Name)

299. **X** _____
(Marital Status)

X _____
(Marital Status)

300. Builder's License Number _____

301. Builder's Federal ID Number _____

302. **FINAL ACCEPTANCE DATE** _____ **SELLING LICENSEE** _____

303. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
304. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

305. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
306. **ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH**
307. **IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

308. **SELLER(S)** _____ **BUYER(S)** _____

309. **SELLER(S)** _____ **BUYER(S)** _____