

Arbitration Addendum

Pre-Closing Disputes. Any and all disputes arising from or relating to this Agreement shall be resolved pursuant to the arbitration agreement contained in the most recent edition of the HBW Asset Protection Program Booklet as of the date of the execution of this agreement. That booklet has been made available to Purchaser (s), and the arbitration agreement therein is incorporated in and made a part of this agreement.

Arbitration of Disputes which arise after close of Escrow. “It is hereby agreed that all claims, disputes, and controversies between purchaser and seller arising from or related to the subject home, identified herein, or to any defect in or to the subject home or the real property on which the home is situated, or the sale of the subject home by seller, including but not limited to, any claim for breach of contract, negligence, or intentional misrepresentation, shall be submitted to binding arbitration by and pursuant to the arbitration provision contained in the most recent edition of the HBW Limited Warranty Booklet, as of the date of the execution of this agreement. That booklet has been made available to purchaser, and made a part of this agreement.”

Warranties. “Seller is hereby providing homebuyer with the warranty contained in the most recent edition of the Home Buyers Warranty Booklet, as of the date of the execution of this agreement. That booklet has been made available to homebuyer, and is incorporated by reference, and made a part of this purchase agreement. The warranty contained in the 2-10 Home Buyers Warranty Booklet is the sole warranty provided to homebuyer. Any other warranty or warranties, whether express or implied, are disclaimed by seller and waived by homebuyer, unless otherwise prohibited by particular state law.”

Exclusive Remedy Agreement. Effective one year from the Effective Date of Warranty, Homebuyer waives the right to seek damages or other legal or equitable remedies from Seller, his subcontractors, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The agreement contained in the paragraph shall be enforceable to the maximum extent permitted by the law of the state which the Home is located, and shall be applicable to any claim thereafter made against Seller or any other person. ***Homebuyer’s only remedy in the event of a defect in or to the Home or in or to the real property on which the Home is situated is as provided to the Homebuyer under this express limited 2-10 Home Buyers Warranty. This paragraph shall not be applicable to any express written warranty provided by a manufacturer or vendor who was supplied any appliance or component for the home.

**This provision will not be effective in states that prohibit by statute, the waiver or statutory warranties.

(Date signed by Buyer)

Buyer: _____
Print

Signature

Witness:

Signature

(Date signed by Buyer)

Buyer: _____
Print

Signature

Witness:

Signature

(Date signed by Benchmark Homes, Inc.)

Seller: Benchmark Homes, Inc.

By: _____
Robert T. Cunningham III, President

Witness: _____