

These provisions and conditions are a part of Contract and Agreement on Page 1 (reverse side).

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~~SURVEY - The Owner will have the property herein described surveyed, and select the house site, within the boundaries subject to all restrictions, easements, zoning, and set back requirements.~~

~~ROCK - Contractor shall not be responsible for removing any rock or boulders from the building site, to install footing, foundation, basement, or underground utilities.~~

TERMITE PRETREAT - Contractor will have building site pretreated for termite control, and Owner agrees Contractor shall have no further responsibility for termite control, prevention, and/or damage.

SEPTIC TANK SYSTEM - Contractor shall not be responsible for system malfunction due to: soil or site conditions, underground or surface water infiltration, terrain, or line obstruction.

WELL - Contractor shall not be responsible for quality or quantity of water obtained on Owner's property.

SOIL/SITE CONDITIONS - Contractor shall not be responsible for damages which may be caused to dwelling as a result of existing soil/site conditions with respect to soils: strength, shrinking, slippage, sinking, finish grade, high water table, flooding, moisture, drainage, erosion, or other conditions which may exist over which Contractor has no control.

WEATHER DAMAGE - Owner agrees any damage which may be caused to the dwelling as a result of wind, lightning, freeze, or any type weather conditions shall not be the responsibility of the Contractor.

ACCIDENTAL DESTRUCTION/PARTIAL DAMAGE or loss of dwelling caused by Owner, Owner's agent, fire or any casualty, or act of vandalism shall not be the responsibility of the Contractor.

DELAYS - Contractor shall not be responsible for delays caused by Owners, Owner's agent, Lender, Public Authorities, Fire, Flood, Labor Strikes, Transportation, Material Shortages, Weather, or any Casualty, Act or Circumstance beyond Contractor's control.

BUILDING CODES - Changes in the Building, Fire, Safety, or Environmental Codes after the date of this Contract, which result in additional costs, shall be paid by the Owner directly to the Contractor.

ARBITRATION - Should a dispute arise between the Owner and Contractor, as to any matter concerning this agreement, said dispute shall be resolved in arbitration.

INDEMNIFICATION - The Owner agrees to save harmless and indemnify the Contractor and/or its officers and representatives from and against all losses, liabilities, or expenses that may be incurred as a result of this Agreement, or in any way growing out of the performance of this agreement.

SUB-CONTRACT - Contractor has the right to sub-contract any or all of the work herein agreed to be performed.

LIMITS OF LIABILITY - Contractor liability for any material, equipment, or other defect shall be limited to the replacement and/or correction of same.

WARRANTY - The Contractor will execute and deliver to the Owner its Limited Warranty Agreement, in writing, covering the construction of the dwelling. It is further understood and agreed that said Warranty Agreement shall incorporate all warranties made by the Contractor to the Owner, and there are no implied warranties arising out of the construction of the dwelling or this Contract and Agreement.

ALLOWANCES: - The contract price is based upon allowances set forth in specifications, which are a part of this contract. The owner agrees to pay any additional costs above the allowances for any item which exceeds the original stated allowances, in the specifications.

