



PURCHASE

AGREEMENT

1. PARTIES

_____, hereinafter called "Buyer", and H & H Homes of Fayetteville LLC, hereinafter called "Builder", agree as follows:

2. PROPERTY

Builder agrees to sell and Buyer agrees to purchase from Builder, Lot No. _____, Plan and Elevation _____, Phase _____, Section _____ of _____ Neighborhood recorded in Book of Maps _____, Page _____, _____ County Registry, Street Address _____, City of _____ State of North Carolina, together with the improvements thereon or to be built thereon pursuant to this Agreement ("the Property").

3. PURCHASE PRICE AND PAYMENT

The purchase price for the above described property shall be \$ _____ (including the items set forth on the attached contract specification sheet) payable as follows:

(a) Check as applicable:

\$ _____ as **EARNEST MONEY**, upon execution of the Agreement, receipt of which is hereby acknowledged by _____ as escrow agent. Earnest money shall be retained in a separate escrow account until the sale is closed, at which time it will be credited to the purchase price, or until this Agreement is otherwise terminated and the earnest money is disbursed in accordance with the terms of this agreement.

The parties agree that a real estate brokerage firm acting as escrow agent may place any earnest monies deposited by Buyer in an interest bearing trust account, and that any interest earned thereon shall belong to the escrow agent and records associated therewith.

NOTE: Except as otherwise provided herein, in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Builder, then the earnest money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. Except as otherwise provided here, in the event Buyer breaches this contract, then the earnest money shall be forfeited, but such forfeiture shall not affect any other remedies available to Builder for such breach. In the event of a dispute between Builder and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in his trust or escrow account until he has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. 93A-12.

\$ _____ **BY (ADDITIONAL) EARNEST MONEY DEPOSIT** made payable to Escrow Agent named in Paragraph 3a by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than _____, **TIME BEING OF ESSENCE** with regard to said date

\$ _____ as deposit upon execution of this Agreement, receipt of which is hereby acknowledged by _____.

\$ _____ **DUE DILIGENCE FEE**, due on or before _____.

All deposits are to be used by the Builder and applied to the purchase price at closing and are otherwise non-refundable unless Builder defaults in its obligations under this Agreement. In addition, the deposit **is** **is not**, refundable if Buyer fails to obtain financing specified herein. It is acknowledged by Buyer and Builder that Agent has no responsibility as escrow agent in this transaction.

(b) "**Due Diligence Period**": The period beginning on the Effective Date and extending through 5:00 p.m. on _____ **TIME BEING OF THE**

ESSENCE with regard to said date.

Should any check or other funds (earnest money or deposit) paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer.

(c) \$ _____ The balance in cash at closing upon delivery of the deed and transfer of title.

4. CONDITIONS

State N/A in each blank of paragraph 4 (a) that is not a condition to this contract.

(a) The purchase is subject to the Buyer securing a firm commitment for a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan in the principal amount of \$ _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ years and a

maximum interest rate of _____% per annum prior to _____. Buyer agrees to use his best efforts to secure such commitment and to advise Builder immediately upon receipt of the lender's decision. Mortgage loan discount points not to exceed _____% of the loan amount.

Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Builder shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.

Builder shall pay at Closing \$_____ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

(b) **Loan Obligations:** The Buyer agrees to:

i. Make written application for the Loan, authorize any required appraisal and pay any necessary fees within _____ days after the Effective Date;

ii. Promptly furnish Builder written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Builder written confirmation from the lender of having applied for the Loan, Builder may make written demand for compliance. If Buyer does not furnish Builder written confirmation from the lender of application within five (5) days after such demand, then Builder may terminate this contract by written notice to Buyer at any time thereafter, provided Builder has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Builder as liquidated damages and as Builder's sole and exclusive remedy for Buyer's failure to close, but without limiting Builder's rights under paragraph 19 for damage to the property. Buyer further agrees to:

iii. Pursue qualification for and approval of the Loan diligently and in good faith;

iv. Continually and promptly provide requested documentation to lender.

(c) **Inability to Obtain Loan approval:** If Buyer has complied with Buyer's Loan Obligations (iii) and (iv) above, then within _____ days after the Effective Date (or any agreed-upon written extension of this deadline) **TIME BEING OF THE ESSENCE**, Buyer shall have the right to terminate this contract for inability to obtain Loan approval by delivering to Builder written notice of termination. If Buyer has timely delivered such notice, this contract shall be null and void and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Builder as liquidated damages and as Builder's sole and exclusive remedy for Buyer's failure to close but without limiting Builder's rights under paragraph 19 for damage to the Property. (**WARNING:** Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all the reasonable steps necessary to provide reliable loan approval.)

5. APPRAISAL

The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 4.

6. EVIDENCE OF TITLE

Builder agrees to use his best efforts to deliver to Buyer as soon as possible after the acceptance of this offer, copies of all title information in possession of or reasonably available to Builder, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the property. Builder authorizes (1) any attorney presently or previously representing Builder to release and disclose any title insurance policy in such attorney's files to Buyer and Buyer's agent and attorney; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and Buyer's agent and attorney.

7. SETTLEMENT

(a) This transaction is to be closed within ten (10) days after notification from Seller to Buyer that the construction of home has been completed. The anticipated completion date and closing date shall be on or before _____, but the parties recognize that adverse weather, unavailability of material, strikes and other conditions beyond the reasonable control of Builder may delay completion and it is therefore agreed by the parties that in the event, and only in the event, that the property is not substantially completed in accordance with the VA, FHA, or conventional plans and specifications, minor punch list items excluded, within sixty (60) days after the anticipated date of completion, Buyer shall have the right to declare this Agreement null and void and thereupon builder shall shall not return to Buyer the sums paid under paragraph 3 (a) hereof and Buyer's and Builder's rights shall cease and terminate without further liability on the part of either party. Closing shall be defined as the date and time of recording of the deed.

(b) If Buyer is unable to complete settlement by the closing date above, but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to closing, then Buyer shall give as much notice as possible to the Builder and closing attorney and shall be entitled to a delay in closing. If the parties fail to complete closing within twenty (20) days after notification from Builder to Buyer that the construction of the home has been completed, then the Buyer shall be in breach and the Builder may terminate this contract by written notice to Buyer at anytime thereafter, and all Earnest Money shall be forfeited to Builder as liquidated damages and as Builder's sold and exclusive remedy for Buyer's failure to close, but without limiting Builder's rights under paragraph 19 for damage to property.

- (c) The closing will be conducted by and at the offices of the Builder's attorney _____.
Builder has employed its attorneys to close Builder's home sales to its customers and, in connection therewith, to close the mortgage loans of Builder's customers. Builder will pay the closing fee charged by Builder's attorneys and said attorneys will be representing the Builder, only, in connection with the closing. If Buyer desires to employ an attorney to represent Buyer, Buyer may do so at Buyer's expense.
- (d) The deed is to be made to _____.

8. PRORATIONS AND ADJUSTMENTS

Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing:

- a. Ad valorem taxes on real property shall be prorated on a calendar year basis to the date of closing.
- b. Ad valorem taxes on personal property for the entire year shall be paid by Builder
- c. All late listing penalties, if any, shall be paid by Builder.
- d. Owners' Association Fees/Charges: Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum (Standard Form 2A12-T).
- e. Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments disclosed by Seller in Paragraph 7(d), if any.
- f. Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

9. COMPUTATION OF DAYS

Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

10. ZONING AND ASSESSMENTS

Builder warrants that there are no restrictions, zoning, easement or other governmental regulation that would prevent the reasonable use of the property for residential purposes. (NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body.) Builder further warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as provided in paragraph 7, and except as follows:

Unless otherwise agreed, Builder shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Builder, if any.

11. PROVISIONS AND CONDITIONS

Other provisions and conditions are set forth on Addendum identified below, attached hereto and/or incorporated herein by reference.

- | | |
|--|--|
| <input type="checkbox"/> H & H Homes Addendum A | <input type="checkbox"/> Other (as noted): _____ |
| <input type="checkbox"/> Change Order Addendum | <input type="checkbox"/> Other (as noted): _____ |
| <input type="checkbox"/> FHA/VA Financing Addendum | <input type="checkbox"/> Other (as noted): _____ |

12. CONSTRUCTION OF PROPERTY

- A. Builder shall complete the Property in accordance with the plans and specifications agreed to by Builder and Buyer in compliance with all laws, regulations, codes and ordinances applicable to the construction of the Property, and in a good and workmanlike manner with new, good quality materials and components.
- B. Builder reserves the right to make any changes or substitutions as Builder deems necessary or desirable in the plans and specifications, construction, materials, fixtures, and other integrals which are of substantially equal quality and utility and which meet the approval of the lender, the VA/FHA, and the appropriate local governmental authorities having jurisdiction. Builder covenants that all work to be performed shall comply with all local requirements for building permits, inspections, and zoning.
- C. The purchase price set forth in paragraph three of this agreement includes the purchase price of the lot, house, and all options as provided by the attached Contract Specification Sheet.
- D. Options selected by Buyer shall be set forth on the Contract Specification Sheet attached. Any subsequent Options selected by Buyer and Builder shall be documented by a Change Order. Any subsequent Change Order listing options shall become part of this Agreement and shall state the method of payment for the options. All Cash Options must be paid for and submitted to the Builder's office within fourteen (14) days of Agreement ratification or contingency removal. Any cash option or additional work authorization not paid for within these fourteen (14) days will no longer be considered an available option. All cash options paid to Builder are non-refundable.

- E. Buyers acknowledge they have reviewed all available options offered on the model type they are purchasing.
- F. Options that are normally "cash options" may be financed provided the loan limit is not exceeded and the appraisal provides the appropriate value. In the event the appraised value does not cover these "cash options", Buyer agrees to pay the difference between the appraised value and Purchase Agreement sales price in cash upon completion of appraisal and all parties agree that the Buyer may not void Purchase Agreement if appraisal does not cover cash options added to the Purchase Agreement sales price. In the event Builder takes cash deposit from Buyer for any financed cash options all parties agree that this deposit is nonrefundable if Buyers do not close for any reason.
- G. Builder reserves the right in its discretion to leave or remove any trees required for the completion of the improvements on the Property. Builder disclaims any obligation to maintain, repair, or guarantee the life of existing trees. Buyer agrees that the grade of the property may be altered from the original grade in accordance with grading plans approved by the appropriate governmental authorities. Builder does not guarantee the germination of grass seed.
- H. Any model home is displayed for illustrative purposes only, and such display shall not constitute an agreement or commitment on the part of the Builder to deliver the Property purchased in exact accordance with any model home. None of the furnishings shown in any model home site are included in this Agreement unless Builder specifically agrees in writing to deliver same as part of the Purchase Price.
- I. It is understood that any walk-throughs are to be conducted between the Builder's representative, the Buyers and the Buyer's agent only.
- J. In the event that Buyer and Builder are unable to reach a mutual agreement on the resolution of any issue related to the construction and/or purchase of the property herein described, the Builder, in his sole discretion, may declare this agreement null and void and all earnest money and cash option deposits shall be refunded. It is further agreed that in the event the Builder invokes his rights under this clause, the Builder shall pay the Buyer the sum of One hundred dollars (\$100) which shall constitute the sole and total damages of any type to which Buyer is entitled.

13. FIRE AND OTHER CASUALTY

The risk of loss or damage by fire or other casualty to the property prior to closing shall be upon Builder.

14. WARRANTIES

Builder hereby warrants for a period of one year, as described below, to the Buyer that the dwelling to be located on the Property, together with all its fixtures will be:

- (a) **Constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein) which will or have been approved by the Buyer; and**
- (b) **Constructed in workmanlike manner free from substantial defects in workmanship and materials, and free from major structural defects.**

At Builder's sole option, Builder may either (a) make necessary repairs or corrections, (b) replace any faulty or nonconforming item or condition or (c) pay the Buyer the reasonable costs of such repair, correction, or replacement. This Warranty shall apply to such instances of substantial nonconformity as to which the Buyer(s) shall have given written notice to the Builder at any time or times within one year from the date of original conveyance of title to such Buyer(s) or the date of initial occupancy, whichever first occurs: Provided further, however, that in the event (1) the Buyer(s) acquire title to the Property prior to the completion of construction of the dwelling thereon, such notice of nonconformity to the Builder may be given any time within one year from the date of completion or initial occupancy of such dwelling, whichever first occurs.

The term "dwelling" as used herein shall be deemed to include all improvements or appurtenances set forth in the plans and specifications. Exclusions of Warranties and Tort Liability; Indemnification.

THE PARTIES AGREE THAT THE EXPRESS WARRANTY DESCRIBED ABOVE AND ALSO DESCRIBED IN BUILDER'S WARRANTY-HOME BUYER GUIDE, WHICH IS INCORPORATED HEREIN BY REFERENCE, SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF HABITABILITY OR OF WORKMANLIKE CONSTRUCTION. THE PARTIES FURTHER AGREE THAT THE SAID EXPRESS WARRANTY SHALL BE IN LIEU OF ANY LIABILITY OR DAMAGES IN TORT OR NEGLIGENCE FROM THE BUILDER TO THE BUYER, AND THE BUYER HEREBY RELEASES AND FOREVER DISCHARGES THE BUILDER, ITS AGENTS, AND SERVANTS, OF AND FROM ANY AND ALL ACTIONS, CLAIMS, DEMANDS, IN TORT OR NEGLIGENCE NOW EXISTING OR WHICH MAY HEREAFTER ARISE OUT OF THIS AGREEMENT AND TRANSACTION, INCLUDING ANY AND ALL CONSEQUENCES THEREOF NOW EXISTING OR WHICH MAY HEREAFTER BECOME KNOWN, WHETHER OR NOT SUCH CONSEQUENCES ARE KNOWN OR ANTICIPATED.

This is not a warranty as to cosmetic appearance beyond those agreed to by the parties and noted in writing on the walk thru and does not include those cosmetic items not noted at time of final inspection by the Buyer prior to occupancy. This warranty does not include a warranty against damages to the premises occurring after closing as a result of Buyer's negligence including, but not limited to; frozen pipes, frozen hose bibs, plants or tree damage due to the elements. In addition, cracks in concrete are specifically excluded from this warranty except as set forth in the H&H Builders Warranty-Home Buyer Guide.

The Builder may at Builder's option, elect to fix or repair any items cosmetic or otherwise. Such action by the Builder shall be at Builder's sole discretion and shall not constitute an acceptance or assumption of responsibility by the Builder for the repair of such items or similar items. Further, Builder may elect to perform any repair after the one year term of the warranty without such action extending the warranty beyond the initial term of one year.

All disputes and controversies of every kind and nature between the parties to this Warranty arising out of or in connection with this Warranty as to the existence, construction, validity, interpretation or meaning, performance, nonperformance,

enforcement, operation, breach, continuance or termination of this Warranty shall be submitted to arbitration. Any such arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association. The arbitration costs and expenses of each party shall be borne by that party. The arbitration meeting shall be held in Fayetteville, North Carolina on 30 days notice to the parties. The law of evidence of the State of North Carolina shall govern the presentation of evidence at such hearing, the hearing shall be concluded in one day and the award on the hearing shall be made within 7 days after the close of the submission of evidence. The provisions of this agreement to arbitrate shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this Warranty and which is arbitrable as set forth in this Warranty. The arbitration provisions of this Warranty shall, with respect to such controversy or dispute, survive the termination or expiration of this Warranty.

Finally, this Warranty is non-assignable and shall run to the Buyer alone and shall be in full force and effect for one year as described above; it shall survive closing and the delivery of the deed. If this warranty agreement shall conflict with any other warranty regarding this dwelling and property, this Warranty agreement shall govern. Builder shall assign and deliver to Buyer at closing all guaranties and warranties of all components comprising the Property to the extent the same are assignable.

15. TERMITE GUARANTY

The Builder shall provide a new construction termite guarantee to Buyer at closing.

16. LABOR AND MATERIALS

Builder shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer and Buyer's title insurance company showing that all labor and materials, if any, furnished to the property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer and Buyer's title insurance company against all loss from any cause or claim arising therefrom.

17. COMPLETION OF CONSTRUCTION

The construction of the Property shall be deemed completed when (a) the Property has been completed substantially in accordance with the plans, minor punch list items excluded, and (b) a final certificate of compliance allowing occupancy has been issued by the appropriate governmental authority having jurisdiction over the construction of the Property.

18. INSPECTIONS

Buyer or Buyer's designated representative may enter and inspect the Property at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms with the Plans and the terms of this agreement. In the event that during construction the Buyer shall reasonably determine that such construction is not proceeding in accordance with this agreement, Buyer shall give written notice to Builder specifying the particular deviation, or omission, and the Builder shall forthwith correct such deviation, deficiency, or omission, unless otherwise agreed. Buyer's rights under this paragraph shall not release Builder from any of Builder's obligations for the construction of the Property substantially in accordance with the Plans and this agreement.

19. REASONABLE ACCESS/RESTORATION AND INDEMNITY

Builder will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Builder harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of the Buyer and Buyer's agents and contractors relating to the Property. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

20. HOMEOWNERS' DUES

Buyer acknowledges and agrees that the property is and shall be subject to certain restrictive covenants that require assessments for homeowners within the neighborhood by Homeowners' Associations (s) to produce sufficient funds to pay for insurance, maintenance, operation, and repairs of the common area of the neighborhood and/or the development of which it is a part, and to otherwise enable the Homeowners' Association(s) to perform its (their) undertaking. Such assessments may change from time to time in accordance with the restrictive covenants and the organizational documents of the Association(s). The current **monthly payment** (s) **annual payments** is (are) \$_____ to _____, plus _____ start up fee.

21. INSULATION DISCLOSURE

Builder hereby discloses that prior to closing builder will hire an independent contractor to install insulation in the Property as follows:

	Floor*	Ceilings	Walls
Type	Fiberglass Batts	Blown Fiberglass/ Fiberglass Batts	Fiberglass Batts
R-Factor	R- _____	R- _____	R- _____

*Disclosure does not apply to dwellings constructed on concrete slab.

22. CONDITIONS

- a. All deeds of trust, liens and other charges against the property, not assumed by Buyer, must be paid and canceled by Builder prior to or at closing.
- b. Title must be delivered at closing by General Warranty Deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements, assessments for homeowner’s dues, and unviolated restrictive covenants that do not materially affect the value of the property and such other encumbrances as may be assumed or specifically approved by Buyer. The property must have legal access to a public right-of-way.

23. ASSIGNMENTS

This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assigned and assignee’s heirs and successors.

24. PARTIES

This contract shall be binding upon and shall inure to the benefits of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. SURVIVAL

If any provisions herein contained which by their nature and effect is required to be observed, kept or performed after the closing, they shall be observed, kept or performed after the closing, they shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. ENTIRE AGREEMENT

This contract contains the entire agreement of the parties and there are not representations, inducements or other provisions other than those expressed in writing herein. All changes, additions or deletions hereto must be in writing and signed by Buyer and Builder. Nothing contained herein shall alter any agreement between a broker and a Builder contained in any listing contract or other agreement between them.

27. EXECUTION

This offer shall become a binding contract when signed by both Buyer and Builder. This contract is executed under seal in signed multiple originals. All of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word “SEAL” beside their signatures on reverse side.

Date of Offer _____

Date of Acceptance _____

Buyer _____ (SEAL)

Builder _____ (SEAL)

Buyer _____ (SEAL)

By _____ (SEAL)

Buyer phone contact _____

Buyer Email Address _____

Individual Selling Agent _____

H & H Homes Representative _____

License # _____

License # _____

Firm Name _____

Acting as Buyer’s Agent Builder’s Subagent Dual Agent

H & H Homes Representative Acting as Builder’s Agent

Dual Agent

Mailing Address _____

Selling Agent Phone _____

Selling Agent Email Address _____

I hereby acknowledge receipt of the earnest money/deposit herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date _____ **Firm** _____ **By** _____

Date _____ **Firm** _____ **By** _____

Buyer Initials _____

Seller Initials _____