UNDER CONSTRUCTION SALES AGREEMENT

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year),

WITNESSETH: (seller’s name(s) and license number, Hereinafter called seller, hereby agree to sell; and (buyer’s name(s) hereinafter called buyer, hereby agree to purchase the following described real estate in (county name) County, (state), on the terms hereinafter stated, to-wit:

Legal Description of property

ARTICLE 1. THE CONTRACT PRICE

1.1. The purchase price of the Property shall be: ($000,000.00), payable as earnest money and part of the purchase price, and the remainder, or (difference in purchase price and earnest money) due upon consummation of this sale.

1.2. The offer is subject to Buyer obtaining a new conventional loan in the principal amount of ($000,000.00) which shall bear interest at the current rate or not to exceed (% 0.0) payable over (number of years).

1.3. Closing costs shall be paid by the (buyer) and shall not exceed ($0,000.00).

1.4. Loan discount points shall be paid by (buyer) and shall not exceed ($0,000.00).

1.5. Taxes for current year are to be prorated and paid to buyer as of date sale is consummated.

ARTICLE 2. GENERAL PROVISIONS

2.1. The Seller will furnish the Buyer a good and merchantable title and Warranty Deed free from any and all encumbrances except ad valorem taxes not yet due and payable, existing restrictions, easements of record and applicable zoning ordinances, except for...
2.2. The Closing shall take place on or before (date).

2.3. The Contract shall expire on (date). Time is of the Essence in this Contract.

2.4. This contract is binding upon all parties concerned, their heirs and assigns.

2.5. Said property is sold subject to any easements, building restrictions appearing on record, and outstanding leases.

2.6. The contract shall include this agreement, general conditions, construction documents, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties.

2.7. All electrical, plumbing, heating, water heating, air conditioning systems (if applicable) and appliances are to be in good operating condition at the time of Closing. Buyer shall be responsible for inspection of said equipment and systems prior to Closing and, if necessary, connection of utilities prior to said inspection. Seller shall transfer warranties on appliances, HVAC, etc. at closing.

2.8. Buyer will choose all items on attached addendum, as specified by allowance and other limitations, such as specifications, etc. Any allowance not used will be distributed to other categories or credited to Buyer. Any overages will be paid by Buyer at Closing. To insure that home is finished as outlined in Article 2.2, all finish selections shall be provided to Seller no later than (4 weeks) prior to closing, (date). All changes will require an additional 2 weeks to complete. If the project is not complete because of finish selection delays, the Buyer will be responsible for additional interest and fees related to delaying the project.

2.9. At the completion of this project, Contractor shall execute an instrument warranting the project for (number of years) against defects in workmanship and materials utilized. The manufacturer’s warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after (number of years) beyond the completion of the project or cessation of work.

ARTICLE 3. ARBITRATION OF DISPUTES
3.1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

ARTICLE 4. TERMINATION OF THE CONTRACT

4.1. Should the Buyer or Seller fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

4.1.1. If the Buyer or Seller shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach, including a reasonable attorney’s fee. In the case of a defaulting Buyer, the earnest money herein mentioned shall be applied to the legally ascertained damages.

4.1.2. In the event of a default by the Buyer or Seller, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

4.1.3. In the case of a defaulting Buyer, the Seller may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Seller may make claim to the Buyer for: all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

This trade shall be closed within (number of days) days, or as soon as merchantable title can be effected, and conveyance is to be made by warranty deed, free of all encumbrances except as set out above.

ARTICLE 5. ACCEPTANCE

WITNESS our hand and seal on this _______ day of ________________.

Signed in the presence of:

Witness ____________________________________________________________________________
Witness ____________________________________________________________________________
PROJECT ALLOWANCES

PROJECT PRIMARY FULL ADDRESS

0,000 sq.ft. Finished Interior
000 sq.ft. Finished Basement
000 sq.ft. Garage
000 sq.ft. Front Porch
000 sq.ft. Rear Deck
0,000 sq.ft. Total

BASE PRICE

Allowances Included in Base Price:
- Landscaping $ 0,000.00
- Front Door $ 0,000.00
- Appliances $ 0,000.00
- Plumbing Fixtures $ 0,000.00
- Electrical Fixtures, Bulbs $ 0,000.00
- Carpet/Vinyl (approx. $00.00/ yd Installed) $ 0,000.00
- Ceramic Tile (approx. $0.00/ft Installed) $ 0,000.00
- Fireplace Trim/Mantel ($000.00 each) $ 0,000.00
- Hardwood Floors (dining, foyer & living) $ 0,000.00
- Closet Hardware $ 0,000.00
- Electronic Garage Door with 2 Remotes $ 0,000.00
- Interior/Exterior Door Hardware $ 0,000.00
- Mirrors $ 0,000.00
- Bath Hardware $ 0,000.00

Finishes:
List existing finishes, or finishes on order, such as countertop colors, external colors, etc.