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2 **Builder Addendum to Purchase Agreement**

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4 This addendum is added to and made part of the purchase agreement between Hanson Builders, Inc.  
5 (SELLER) and \_\_\_\_\_ (BUYER)  
6 dated \_\_\_\_/\_\_\_\_/\_\_\_\_ for property located at  
7 \_\_\_\_\_  
8 \_\_\_\_\_

9 **COVENANTS**

10 This new home is located in a subdivision with restrictive covenants and BUYERS herein acknowledge  
11 having received a copy of these covenants. It is the BUYERS responsibility to know the content of and  
12 abide by these covenants even after the home is closed and BUYERS have moved in. Homes located in  
13 \_\_\_\_\_ are part of a homeowners  
14 association. Association dues at this time are approximately \$ \_\_\_\_\_ per \_\_\_\_\_, and do  
15 not include any maintenance on this home.  
16

17 Some Homeowners Associations require a "working capital" contribution at closing for each new  
18 association member. This is listed in the association documents you received.  
19

20 **EARNEST MONEY**

21 Earnest money given with this purchase agreement will be deposited in the General Checking Account of  
22 Seller, Hanson Builders, Inc. and used for the costs of building your home.  
23

24 **BROKER ADMIN FEE**

25 All homes purchased from Hanson Builders, Inc. are listed with Coldwell Banker Burnet. There is a Broker  
26 Admin fee of \$395.00 that will be a buyer expense at closing.  
27

28 **FINANCING CONTINGENCY**

29 BUYER will secure financing for the property at Buyers expense. Seller is in no way responsible to verify  
30 this. This purchase agreement is contingent until \_\_\_\_/\_\_\_\_/\_\_\_\_ prior to which buyer may cancel  
31 in writing and have deposit/earnest money returned. After this date, all earnest money and deposits will  
32 be kept by seller if property does not close regardless of financing approval or not.  
33

34 **WARRANTY**

35 This house includes the Minnesota Statutes Chapter 327A written warranty. BUYERS(S) acknowledge  
36 receiving a copy of this written warranty. Warranty for the first year includes all labor and materials on  
37 any problem arising from defective material and/or workmanship due to non-compliance with building  
38 standards. Warranty for the second year includes defects in heating, ventilation, air-conditioning,  
39 plumbing, and electrical arising from faulty workmanship. A ten-year warranty is included on structural  
40 problems resulting from failure to comply with building codes.  
41

42 **SERVICE WORK POLICY**

43 Buyer has received and agrees to the Service Work Policy of Hanson Builders, Inc., as described in the  
44 General Specifications Book.  
45

46 **GENERAL SPECIFICATIONS BOOK**

47 The General Specifications Book is part of this contract and must be read, agreed to, and signed off on.  
48 These general specifications are crucial to have to for a thorough understanding of the performance of  
49 your new home.  
50



51 **MOISTURE & MOLD**

52 The Builder shall not be liable for personal injuries caused by mold. Buyers hereby waive potential  
53 personal injury claims caused by mold, specifically including medical injuries, loss of income, emotional  
54 distress, death, temporary use of property and adverse health effects caused by mold or fungal growth.  
55 Despite the foregoing, Builder shall remain liable for standard construction warranties, including mold  
56 remediation, if applicable.

57  
58 This exclusion in no way alters the clearly defined new construction Minnesota Statutory Warranty (327A)  
59 as described in this contract.

60  
61 **ARBITRATION DISCLOSURE**

62 BUYERS and SELLER both agree to resolve disputes through arbitration. A separate Minnesota  
63 Association of Realtors (MAR) form will be signed by both parties.

64  
65 **PRIVACY POLICY**

66 Any information received from our clients is kept confidential. We do not release personal financial or  
67 statistical information on any of our clients without consent. Information exchanged with mortgage  
68 companies and other real estate agents specifically involved in this transaction may be necessary, but is  
69 limited only to the business involved in the appraisal, approval, or construction process.

70  
71 **DRIVEWAYS**

72 Homes built in the winter may not have driveways until June 10<sup>th</sup> or as weather permits. Road  
73 restrictions and weather are the cause of this delay.

74  
75 **LANDSCAPE**

76 Future landscaping not present at the time of purchase agreement must be addressed in writing in the  
77 purchase agreement for both timing and content, in an addendum, attachment, etc. Homes are  
78 completed and ready for occupancy prior to landscape completion. Landscape allowance, if included in  
79 the purchase price, does not describe any specific plan. If a buyer is doing their own landscape, they may  
80 be responsible to complete the landscaping in some cities prior to closing. Buyers who are doing their  
81 own landscaping must have it completed by June 1<sup>st</sup>. All landscape plans must be approved by  
82 BUILDER prior to installation.

83  
84 Inclement weather (snow, excessive rain, frozen ground) may prevent the Builder from installing  
85 landscape and sod prior to closing. If these conditions exist (which are out of the Builders control) the  
86 closing company will be required to escrow for the work and the Builder will perform the work as soon as  
87 possible.

88  
89 **LOT BOUNDARIES/EASEMENTS**

90 All lots have easements. The lot boundaries are called out in the property survey. Any additions (including  
91 a possible swimming pool) to your lot will likely require developer, association, and/or city approval.  
92 Builder makes no representation as to if something is permitted or to the suitability of any lot for additions  
93 of any kind that are not already present.

94  
95 **PLANS AND SQUARE FOOTAGE**

96 Square footage for finished areas as shown on plans, brochures, and our web site are correct to within  
97 1.90% +/- . All square footage is measured to the outside of the house walls.

98  
99 **BUYING A COMPLETED NEW HOME**

100 As a completed New Home you are able to see all the amenities, colors, and selections used in this new  
101 home. It is **NOT** necessarily the same as any other new home we have built or any home yet to be built.  
102 As a new home, you have a 1-2-10 year 327A Statutory Warranty on materials and workmanship subject  
103 to the specifications of the written Warranty. The documents of your Purchase Agreement will determine  
104 what your home includes, not any specific model home. Buyer is not relying upon other documents that  
105 are not part of this agreement.



