

NEGOTIATED
ADDENDUM TO PURCHASE AND SALE AGREEMENT
(Use with Generic Purchase Agreement)

THIS ADDENDUM between Dimension Townhouses LLC ("Seller") and

_____ ("Buyer") is an
addendum to a Real Estate Purchase and Sale Agreement between the parties dated

_____.

The Address 634-648 S 150th St, Burien, WA 98148 (together, the Address and the Improvements are hereafter referred to as the "Property"). The Property is legally described on Exhibit A of the original Purchase Agreement, . Except as specifically set forth herein, this Builder's Addendum shall be in addition to and not in lieu of the provisions set forth in the Purchase and Sale Agreement.

1. **CLOSING DATE:** If Buyer does not close on or before the Closing Date, (a) Buyer may extend the Closing Date up to a maximum of twenty (20) days at a cost of \$65 per day, **with Seller's written approval, Seller can deny an extension of closing at their sole discretion.** In the event the Buyer defaults under the Purchase and Sale Agreement (*i.e.* Buyer fails, without legal excuse, to complete the purchase of the Property), then that portion of the Buyer's earnest money deposit which does not exceed 5% of the purchase price shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for Buyer's default. If, in connection with Buyer's default, there is a dispute over whether Buyer's earnest money deposit shall be forfeited to Seller, Seller may sell the Property to a third party free and clear of any claim by the Buyer. Buyer shall have no right to a Lis Pendens against the Property.
2. **LIMITATION OF WARRANTIES:** Buyer has had the opportunity to seek and obtain the aid of legal and financial advisors as deemed appropriate by Buyer.

Buyer acknowledges and agrees that Seller has made no representations and provides no warranties. There are no other agreements, representations or warranties, expressed or implied, that have been made part of the Purchase and Sale Agreement or the transactions contemplated thereby, the Purchase and Sale Agreement and this Addendum. Plans and Specifications provided to Buyer are not to be construed as a guarantee of any performance as noted in any portion of the Purchase and Sale Agreement. All other expressed or implied warranties, including any oral or written statements or representations made by the Seller of the home, or any other person, and any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Seller and are hereby waived by the Buyer. In addition, Buyer waives the right to seek damages or other legal or equitable remedies from Seller, Seller's subcontractors, agents, vendors, suppliers, design professionals and material men, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. This waiver shall not be applicable to any express written warranty issued by the manufacturer of any appliance that is included in the home. Buyer acknowledges this limitation of remedy is integral to the Seller's acceptance of the terms of this Purchase and Sale Agreement, and Seller would not have accepted this Purchase and Sale Agreement without Buyer's agreement as set forth herein.

The disclaimer and limitation of warranties as set forth herein is in lieu of any other right, claim or liability founded in law or equity, including without limitation damages or injuries of any kind whether they be to property or person, direct, incidental or consequential, arising out of all aspects of the Purchase and Sale Agreement. This limitation in remedy is binding on the Buyer, the Buyer's heirs, legal representatives, successors and/or assignees.

Buyer Initials: _____

Seller Initials: _____



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- 3. BINDING ARBITRATION AGREEMENT:** The parties hereby agree that if a dispute arises regarding the interpretation or enforcement of the Purchase and Sale Agreement, the Warranty, or any matter relating to the construction of the home, said dispute shall be settled by binding arbitration. These disputes include but are not limited to: (1) any pre- or post- closing or construction disputes, (2) complaints; (3) unresolved warranty issues, (4) disputes as to events, representations, or omissions which predate the Purchase and Sale Agreement; (5) other action performed or to be performed by the Builder pursuant to the Purchase and Sale Agreement or the Warranty; (6) as to repairs or warranty claims arising during the term of the warranty; and/or (7) as to the cost to repair or replace any defect covered by the Warranty (collectively, an "unresolved dispute"). Such arbitration shall be submitted to and governed by the procedures of the Commercial Rules of the American Arbitration Association and RCW 7.04 et. Seq. You commence the arbitration process by giving the Builder written notice of your demand for Arbitration of an unresolved dispute. The dispute will be submitted to the American Arbitration Association, or such other independent arbitration service as is Fresh Collar LLC has received your notice of demand for Arbitration. If you submit a demand for Arbitration, you must pay the Arbitrator's filing fee prior to the matter being referred to the Arbitrator. The Arbitrator's fee shall be paid by the party bringing the action. The Arbitration shall be conducted in accordance with the Arbitrator's rules and regulations to the extent that they are not in conflict with RCW 7.04 et. Seq.

Either party may, within one year after an arbitration award, apply to the King County Superior Court for the State of Washington, to confirm the award. The forwarding of a written demand for arbitration shall toll the running of any applicable statute of limitations for the matter to be arbitrated. **THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES.**

The Builder shall have 90 days after receipt of the arbitration award in which to comply with the arbitrator's decision. Repairs will be commenced as soon as possible and will be completed within 90 days with the exception of any seasonal repairs or items that would reasonably take more than 90 days to complete. The builder will complete such repairs or replacement with diligence but without the necessity of incurring overtime or weekend expenses.

BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING ARBITRATION PROVISION WAS SPECIFICALLY AND SEPARATELY NEGOTIATED, BARGAINED FOR, AND AGREED UPON BETWEEN BUYER AND SELLER, AND THAT BUYER HAD THE OPPORTUNITY AND RIGHT TO CONSULT THEIR AGENT AND ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

- 4. MITIGATION OF DAMAGES/REMEDIES:** In the event of any dispute between the Buyer and Seller, prior to any Arbitration, seller has the option to purchase the property back at the cost paid for home by the Buyer plus the WA State excise tax if applicable. This clause is here specifically to mitigate the cost of litigation between the parties and offer a solution to any issues at hand. This remedy shall be the option of the Seller and by no means is required.
- 5. MAINTENANCE:** Buyer agrees to comply with and perform any and all maintenance recommendations provided by any contractors working on the Property or any manufacturer, and any and all maintenance obligations provided to the Buyer in connection with the sale of the Property. Buyer acknowledges and agrees that in the event the Buyer fails to perform such ongoing maintenance, Buyer waives and releases Seller and contractor from any damage, loss, personal injury, claim or defect which was in whole or partly caused by, resulted from, or otherwise arose from Buyer's failure to perform such ongoing maintenance.
- 6. MOLD NOTICE, DISCLOSURE AND DISCLAIMER -** Buyer acknowledges and agrees that Seller will not be liable for any damages based on any legal theory whatsoever with respect to the presence and/or existence of molds, mildew and/or microscopic spores. Whether or not a Buyer as a homeowner experiences mold growth depends largely on how Buyer manages and maintains Buyer's home. Seller's responsibility as a homebuilder must be limited to things that Seller can control. **SELLER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, CLAIMS OR LOSSES INCURRED BY BUYER, AND ON BEHALF OF BUYER'S FAMILY MEMBERS, TENANTS, INVITEES**

Buyer Initials: _____

Seller Initials: _____



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OR LICENSEES, HEREBY RELEASE SELLER FROM ANY DAMAGES CAUSED BY MOLD, OR BY SOME OTHER AGENT, THAT MAY BE ASSOCIATED WITH DEFECTS IN OUR CONSTRUCTION, TO INCLUDE BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, AND ADVERSE HEALTH EFFECTS, OR ANY OTHER EFFECTS. ANY IMPLIED WARRANTIES, INCLUDING AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AN IMPLIED WARRANTY OF HABITABILITY, OR AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE, ARE HEREBY WAIVED AND DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

This Notice, Disclosure, Disclaimer and Waiver Agreement is hereby appended to and made a part of the Purchase and Sale Agreement. The consideration for this agreement shall be the same considerations stated in the contract of sale. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of this Notice, Disclosure, Disclaimer and Waiver agreement. I have carefully read and reviewed its terms, and I agree to its provisions.

BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING MOLD NOTICE, DISCLOSURE AND DISCLAIMER REFERENCED THEREIN – WERE SPECIFICALLY AND SEPARATELY NEGOTIATED, BARGAINED FOR, AND AGREED UPON BETWEEN BUYER AND SELLER, AND THAT BUYER HAD THE OPPORTUNITY AND RIGHT TO CONSULT THEIR AGENT AND ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

- 7. AGREEMENT; REPRESENTATIONS:** There are no other express or implied agreements, promises or representations except as set forth herein or in another document signed by Buyer and Seller. Buyer and all agents acknowledge that no agent has the authority to make, or has made, any agreement, promise, or representation on behalf of Seller and that Buyer may not rely on any representations or agreements that are not contained in this Addendum and the Purchase and Sale Agreement provided to Buyer. Statements on any flyers, brochures, renderings, advertisements or listing information, or representations made by any field superintendents, subcontractors and real estate agents, shall not in any way constitute representations made by Seller. Buyer agrees that no verbal representations shall modify this Addendum or the Purchase and Sale Agreement and that the full understanding shall be limited to those written agreements together with any clarification made by Seller in writing. Owner and brokers or any of their affiliates makes no guarantee that the information contained in the descriptions listed are accurate. All Buyers are given an opportunity to inspect the property to be bought prior to closing the transaction.

Buyer Initials: _____

Seller Initials: _____



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8. **DISCLOSURE STATEMENT:** Seller is in the business of buying and re-selling properties. Seller relies on various vendors to repair the homes that are bought, Seller may not have even entered the property. Seller has never occupied the property. Therefore, Seller does not possess proper information to complete the Washington State Form 17 disclosure statement. It is advised to the Buyer to perform their due diligence as needed prior to purchase, through home inspectors, real estate professionals, and whomever they rely on for property investigations. Buyer understands under Chapter 64.06 RCW they have the right to receive a property disclosure statement. **Notwithstanding Buyer's rights to receive said statement, Buyer hereby expressly waives all rights thereto pursuant to RCW 64.06.010(7). Seller also has no knowledge of any environmental issues at the property.**

ENVIRONMENTAL

	YES	NO	Don't Know	N/A
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*B. Does any part of the property contain fill dirt, waste, or other fill material?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	YES	NO	DONT KNOW	N/A
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

9. **SURVIVAL OF PROVISIONS:** All provisions.

10. **DEED:** Not withstanding anything in the Purchase and Sale Agreement to the contrary, the conveyance of title to Buyer shall be by Special Warranty Deed. Any provision in the Purchase and Sale agreement inconsistent with the foregoing, including but not limited to Section D of the General Terms, is deemed amended and superseded hereby.

11. **SELLER DISCLOSURE:** Members or Member of the LLC may be active real estate brokers in the State of Washington and possibly other states in the USA. Members or Member of the LLC may hold other professional licenses. Listing agent maybe related to member or members of the Seller's company.

12. **ONE BUYER'S SIGNATURE:** Any and all amendments, addenda or exhibits to the Purchase and Sale Agreement signed by one Buyer shall be deemed authorized and approved by all persons who have signed the Purchase and Sale Agreement and this Builder's Addendum as Buyer.

Buyer Initials: _____

Seller Initials: _____

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- 13. SEWAGE CAPACITY CHARGES:** All sewer capacity charges (if any) shall be assumed by the Buyer.
- 14. SEVERABILITY:** In the event that any provision of this Addendum or the Purchase and Sale Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Addendum and Purchase and Sale Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.
- 15. GOVERNING LAW:** This Agreement will be governed in all respects by the laws of Washington State. The Parties consent to the exclusive personal jurisdiction of the federal and state courts located in King County, Washington, as applicable, for any matter arising out of or relating to this Agreement.
- 16. ENTIRE AGREEMENT:** This Agreement, with all documents mentioned in this Agreement (NWMLS Purchase and Sale Agreement and all addenda) including without limitation the Transaction Documents, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, whether written or oral.
- 17. ELECTRONIC SIGNATURES:** This agreement may be executed and delivered electronically (including use of third-party signatures software such as DocuSign).
- 18. ADDENDUM CONTROLS:** The provisions of this Builder's Addendum shall control over any conflicting provisions of the Purchase and Sale Agreement or any other written document.
- 19. ATTORNEYS FEES:** Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, each party shall bear their fees and expenses, regardless of the outcome.

Buyer Initials: _____

Seller Initials: _____

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Seller:

Dimension Townhouses LLC (name)

Signature 

Date: 10/17/2024

Purchaser:

_____ (name)

Signature _____

Date:

Buyer Initials: _____

Seller Initials: _____



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