

**Alcorn Construction
Contract for sale of Real Estate
New Construction**

Confirmation of Agency Status

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any BUYER or SELLER who is not represented by an agent with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

The Company, Alcorn Construction in the real estate transaction involving the property located at:

_____ has appointed **Don Day, Prudential Rowland Realty**, to serve as Designated Agent for the Seller.

The Buyer has appointed _____ with _____ Company to serve as their _____ Designated Buyer's Agent or _____ Facilitator in the real estate transaction involving the property listed above.

This form was delivered in writing, as prescribed by law, to any unrepresented BUYER **prior to the preparation of any offer to purchase**, OR to any unrepresented SELLER **prior to presentation of an offer to purchase**, OR (if the licensee is listing a property without an agency agreement) **prior to execution of that listing agreement**. This document also serves as a confirmation that the licensee's Agency or Facilitator status was communicated orally before any real estate services were provided. **This notice by itself, however, does not constitute an agency agreement or establish an agency relationship.**

Date: _____ Licensee's Signature: _____

Date: _____ Licensee's Signature: _____

Acknowledgement:

I acknowledge that above Confirmation of Agency Status:

Date: _____ Signature(s) of BUYER: _____

Date: _____ Signature(s) of SELLER: _____

Faxed signatures will suffice for acknowledgement(s) of the above confirmation

THIS CONTRACT of sale made and entered into this _____ day of _____, 20____ for the consideration herein stated, upon the date shown, by and between Alcorn Construction, hereinafter called the SELLER, and

_____, hereinafter called the BUYER.

EARNEST MONEY: The BUYER hereby deposits immediately with Alcorn Construction, the sum of \$_____ as Earnest Money to constitute non-refundable down payment applied towards purchase price. The SELLER in consideration of the earnest money deposited, has this day sold and does hereby convey by a good and valid warranty deed to said BUYER, or to such person he may in writing direct, the following described real estate:

Street address: _____

City: _____ State: **Tennessee** Zip: _____

More accurately described in the Rutherford County, Tennessee Register's Office as

Lot: _____ Subdivision: _____ Section: _____

According to Plat of Record in Plat Book: _____ Page: _____, Plat Number _____

as vested in Alcorn Construction by deed of record in Book _____, page _____

BUILDER'S PLAN NAME/NUMBER: _____

CONSIDERATION: BUYER agrees to purchase said real estate and pay therefore the sum of

\$ _____ upon the following terms: _____

CREDIT CONTINGENCY: This contract is contingent upon the BUYER's ability to qualify for a new loan until the SELLER receives a commitment letter from the BUYER's Lender. BUYERS agree to make loan application within (5) Five Days of Contract Date or SELLER reserves the right to void this contract. Earnest Money will not be refunded if BUYERS elect not to purchase this property or cannot qualify for a new loan on this property after a commitment letter has been issued. Earnest Money will not be refunded if a commitment letter cannot be obtained within (30) thirty days due to the BUYER not providing the Lender with all required documents to determine if a loan can be made. Until such time as commitment letter is issued by Lender and received by SELLER, SELLER may refuse to implement any changes to the plan requested by BUYER, including, but not limited to: Selection of roof color, brick, siding, floor covering, cabinets, countertops, shutters, or plan options.

By execution of this agreement, BUYERS hereby authorize SELLER, Listing Agent, and/or their designated representatives to inquire on mortgage loan status at any time until the loan is closed and the sale completed. This includes but is not limited to: Employment verification, credit status and credit report information, income, debts, income tax returns, ratios, etc. BUYER hereby authorizes the mortgage company, its successors and/or assigns, to release this information to the SELLER, Listing Agent, and/or their designated representatives until such time as the loan has been closed or denied. SELLER, Listing Agent and their designated representatives hereby agree and acknowledge that such information obtained may only be used to determine the status of the mortgage application and may not divulge or otherwise use any information obtained without the express written permission of the BUYER.

TITLE INSURANCE: BUYER agrees to purchase an owner's title insurance policy as of the date of closing. This policy is to be issued in the usual form subject to all restrictions, easements of record, zoning ordinances, other laws of governmental authority, covenants of restrictions, the usual printed exceptions and those agreed to in this Contract. Southern Legacy Title and Escrow, LLC to prepare Owners title policy if SELLER is paying any closing costs for BUYER. BUYER shall have the benefit of simultaneous issue of mortgagee title policy only if both policies are to be prepared by Southern Legacy Title and Escrow, LLC is closing the mortgage loan for the Lender. If Lender requires that loan closing be conducted by someone other than Southern Legacy Title and Escrow, LLC benefit of simultaneous issue may be forfeited. However, at minimum, Southern Legacy Title and Escrow, LLC will receive one half of the title insurance premium if the policy is written elsewhere, and Southern Legacy Title and Escrow, LLC will receive one half of the buyer's settlement fees if the transaction is closed elsewhere.

INSULATION will be installed in the home as approved by the Codes Enforcement Department for all appropriate jurisdictions.

HAZARD INSURANCE: The risk of hazard loss or casualty loss damage to the property shall be borne by the SELLER until transfer of title. Seller's hazard insurance policy shall be cancelled as

of the date of closing. It is the responsibility of BUYER to obtain suitable hazard insurance acceptable to Lender prior to closing, with said policy to take effect date of closing.

VA REAL ESTATE CERTIFICATION AMENDATORY CLAUSE:

It is expressly agreed that, notwithstanding any other provision of this contract, the BUYER shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or costs exceed the reasonable value of the property established by the Veterans Administration. The BUYER shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration. House to be constructed on above described lot in accordance with plans and specifications on file with the Veterans Administration. The Builder is to be charged with any special assessments included in the said plans and specifications. Building to be completed within _____ months from the date of this contract or the contract will become null and void and earnest money will be refunded to BUYER.

FHA REAL ESTATE CERTIFICATION AND AMENDATORY CLAUSE:

It is agreed and understood that in submitting a request for a firm commitment for mortgage insurance, the SELLER and BUYER, and the broker or agent involved in the transaction do each certify that the terms of the contract for purchase are true to the best of his/her knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is fully disclosed and is part of, or attached to, this sales agreement.

It is expressly agreed that notwithstanding any other provision of this contract, the BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the BUYER has been given in accordance with HUD/VA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or Direct Endorsement lender setting forth the appraised value of the property of not less than \$_____. The BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The BUYER should satisfy himself/herself that the price and condition of the property are acceptable. NOTE: The dollar amount to be inserted in the amendatory clause is the sale price as stated in the sales contract. WE THE BUYER(S), SELLER(S), AND SELLING AGENT OR BROKER, CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREED TO BOTH OF THE ABOVE PARAGRAPHS AND UNDERSTAND THEY ARE A PART OF OUR SALES CONTRACT.

House to be constructed on above described lot in accordance with plans and specifications on file with the FHA.

TAXES: Taxes for the current year to be prorated, SELLERS' portion will be based on lot only. BUYERS' portion will be based on lot and house. BUYER will receive credit for SELLERS' portion of taxes on closing statement, unless taxes are due and payable at time of closing, in which case the parties will be charged accordingly and taxes paid. Back taxes, if any, to be paid by SELLER.

COMPLETION: SELLER can neither imply nor guarantee a firm completion availability date for the house, such advance projections being made, any by the nature, having to be estimates. SELLER will make every reasonable and diligent effort to meet or exceed the estimated construction schedule, with delivery now estimated to be _____. It is understood and agreed between the parties that SELLER shall be deemed to have performed this Contract as to construction of the improvements when a clear final inspection has been obtained from FHA and /or the Building Codes Department.

CLOSING: Refer to completion paragraph above if pertaining to house proposed for construction or house under construction and not yet completed. For purchase of completed house, refer to following closing date to be on or before _____.

DELAYS: The parties hereto agree that if for reasons beyond the builder's control there is an unavoidable delay in the progress of construction (including, but not limited to, such factors as the unavailability of materials, inclement weather, strikes, changes in government regulations, delays in availability of utilities, and acts of God), the SELLER may in his sole discretion, extend the date of completion for a period of time equal to the time of the delays.

OCCUPANCY: Occupancy will be given at closing. Any occupancy prior to that date shall be deemed unlawful. SELLER cannot allow for early move-ins. No exceptions. No furniture or appliance deliveries will be allowed until after the closing has taken place. BUYERS are responsible for their own living arrangements if they have given notice to a landlord or have closed the sale of a prior residence and the closing of this contract has not yet taken place.

INSPECTION AND WARRANTY: Buyer agrees not to issue any instruction or otherwise interfere with Builder's subcontractors. Buyer and Seller shall agree in writing as to those items that will be repaired or completed by SELLER within a reasonable time. SELLER will make his best effort to correct all reasonable defects. However, it may not be possible to do so prior to closing. BUYER agrees to immediately close the said loan and purchase the above desired Property within three (3) working days after completion of the Property, according to SELLER, loan approval, and preparation of the closing documents. Failure of BUYER to close within three (3) working days after these conditions being met can result in forfeiture of all monies paid to SELLER, or in the alternative, a charge of (\$_____) per day shall be assessed against the BUYER for every day after three (3) days BUYER fails to close this sale in order to reimburse SELLER for cost in holding this property by SELLER for BUYER.

FLOOD DISCLOSURE: SELLER represents that to the best of his knowledge and belief, the subject property has not been damaged or affected by flood or storm run off water and that this _____ IS _____ IS NOT designated as a special flood area according to current flood maps.

WARRANTY: SELLER agrees to furnish in writing at closing a _____ Agreement. BUYER agrees that said warranty is in lieu of all other warranties, statutory or otherwise, expressed or implied. SELLER's obligation shall not exceed its obligations set forth in said warranty. The SELLER assigns to the BUYER, to the extent that they are assignable, all rights under manufacturer's warranties on appliances, equipment, fixtures, and consumer products included in the house and located on the BUYER's Property. Closing and/or occupancy of the property constitutes acceptance of dimensions, materials, colors or products used on construction of house. If BUYER elects to hire and independent home inspector, SELLER has not agreed to repair any items on inspection report.

DEFAULT: Should BUYER default hereunder, the Earnest Money may be forfeited at SELLER's option as partial liquidated damages, and SELLER may make claim for additional damages or specific performance of this contract, or both. Should SELLER default, the Earnest Money shall be refunded and BUYER may make claim for damages or specific performance of this contract, or both. In the event that SELLER or BUYER makes a claim hereunder (including claims filed after closing which are based on or related to this contract), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees and expenses as determined by arbitration.

BUYER acknowledges the information packages, floor plan packages and/or other marketing materials provided by SELLER, selling agent, broker, or others is intended for general information only. All prices, terms, and conditions of this contract take precedence over any informational literature provided. SELLER reserves the right to make any changes in company policy or

procedure or make any necessary price increases on any item that is not currently in this contract.

BUYER acknowledges all additional items shown on blueprints are for illustration purposes only. Unless it is specifically stated herein, no additional items shown on blueprints are included in this sale. BUYERS to sign "Standard Items" Addendum which is hereby made a part of this contract.

ARBITRATION: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgement upon the award may be entered in any Court having jurisdiction thereof. The reward of the arbitration shall be final, conclusive and binding upon the parties hereto. The expenses of the arbitration shall be shared equally, but each party shall bear its own fees and costs. The controlling standard for performance shall be the Bonded Builder Home Warranty Agreement items and remedies as per policy or quality standards as supplied and accepted by the Residential Construction Performance Guidelines For Professional Builders and Remodelers per NAHB. These two performance standards shall be the only standard by which warranty or correction and/or arbitration shall be required. Selection of arbitrator to be mutually agreed upon.

INITIAL BUYER _____ INITIAL SELLER _____

After closing, any controversy or claim arising from the construction of BUYER's home will be settled by binding arbitration, as detailed above under Arbitration. Section V: Arbitration of the Bonded Builders Home Warranty Agreement shall not be applicable and arbitration shall be handled as set forth herein. Bonded Builders Home Warranty Agreement to be given at closing.

INITIAL BUYER _____ INITIAL SELLER _____

BUYER is in possession of Restrictive Covenants for _____ which impact the use of this property, and agrees to comply with them.

BUYER acknowledges that the square footage of the home is approximate and based on outside dimensions deducting for square footage of garage and porch/stoop. Listing agent uses the square footage based on plans.

Placement of the house and driveway will be determined by SELLER according to floor plan, lot size, flow of surrounding homes, setback lines, easements, drainage patterns, sanitary drain fields (if applicable) and other factors.

SELLER does not warranty any lawn establishment. BUYERS are responsible for watering and caring for the lawn. SELLER is not responsible for rain storms, or lack of rain, hail storms, flooding, strong winds, insects and birds. SELLER will provide, ONE TIME, enough seed, straw and soil for BUYERS to establish an adequate lawn, in SELLER's discretion.

All trees removed or left in place will be determined by SELLER according to sewer lines, floor plan, driveways, easements, etc. The SELLER has not agreed to remove any trees from this lot. However, it may be necessary for the SELLER to remove trees for the purpose of building the house, easements, driveways, sewer, etc. SELLER is not responsible for any remaining trees on the lot. Trees can be affected by many factors and are not warranted.

A list of standard/optional items is included with this contract. Any upgrading of any item must be done through SELLER's supplier. A list of suppliers will be provided by the listing agent. The

cost of upgrades will be paid by the BUYER at the time of the contract, or to the supplier prior to being ordered. All selections (colors, cabinets, flooring, carpet, light fixtures, fans, etc.) must be made and paid for no later than ten (10) days from the date of SELLER's signature on contract, or SELLER reserves the right to make selections for the BUYER.

BUYERS acknowledge if they have chosen any upgrade items, and BUYERS have any loan qualifying or credit problems and these items are already in place in the house, SELLER will not reimburse BUYERS for the costs of the upgrades, plan changes or any additions made to SELLER's standard items. It is strongly recommended that BUYERS select from SELLERS "Standard items" unless BUYERS are certain of loan approval. SELLER, Selling and listing agents will not be held responsible for selection of BUYERS. Earnest money will not be deposited until selection sheet is signed by BUYERS. Unless stated on standard/option list, BUYERS understand that upgrades will be treated as custom construction and may not qualify to be included in loan. If any items agreed to by SELLER are added to the loan amount, BUYERS understand that if by so doing, and house does not appraise for the selling price, BUYERS agree to pay the difference in cash immediately upon being notified by lender, or SELLER reserves the right to void this contract. BUYERS understand that in most cases extras cost more for builder to purchase and install than an appraiser will allow for. **If BUYERS choose a "spec" house** (one that has been started before the acceptance of BUYER's contract), BUYER will accept color selections of SELLER. However, at SELLER's discretion only, some items may be chosen by BUYERS. BUYERS must make selections within _____ days of SELLER signing contract or immediately upon request of SELLER, whichever is sooner. If SELLER allows certain color selections on spec house by the BUYER, the items allowed for color choices must be itemized and listed on an attached addendum to this contract. Furthermore, this addendum of itemized selection items must be mentioned in the "**ADDENDA**" portion of this contract. Also, BUYERS understand that "spec" house may include items that are normally considered optional at no additional charge (if builder had included those items in the original pricing of the house). The Seller has provided these items as an incentive to purchase homes from inventory and does not imply that these items are standard additions.

SELLER has the right to change standard/optional items and prices of items without notice prior to BUYER entering into a contract. It is the responsibility of BUYER and Selling Agent to assure that they have the most recent standard/optional items and prices available when preparing contract documents.

Attic Access is provided at the discretion of the builder, usually through the garage ceiling. However, for some plans builder may deem it necessary to provide attic access in a hallway ceiling or other location

BUYER understands that if any changes are made to the plans, BUYERS will pay a non-refundable fee based on the extent and nature of the requested changes in cash at the time of contract. No changes to the plans will be accepted by SELLER after construction begins.

BUYERS understand that SELLER will employ all subcontractors to perform work on the home. SELLER reserves the right to select subcontractors used in the building process at SELLER'S sole discretion.

BUYERS understand that concrete will settle and occasionally there will be cracks. SELLER will not be responsible for any cracks in concrete, mortar, or bricks except as stated in the Bonded Builders Home Warranty Agreement.

TO THE MORTGAGE COMPANY, BUYER, AND SELLING AGENT:

SELLER will not pay any of the following fees to the mortgage company to close the BUYER's loan: Amortization fees, Federal Express fees, underwriting fees, tax service

fees, warehouse fees, courier fees, document preparation fees, loan review fees, inspection fees, assignment fees, administration fees, review appraisal fees, etc. These are not "normal" closing cost fees. It is the BUYER's responsibility to insure before the BUYERS' Mortgage Company processes the BUYER's loan that these fees will not be charged. **SELLER will not close this sale if these fees are listed on the closing statement charged to the SELLER.** BUYER understands that the SELLER will provide a list of the lenders that the SELLER uses on a regular basis who do not charge these fees if requested by the BUYER. BUYER understands that provision of this list does not constitute a recommendation and does not imply any guarantee of favorable terms, loan programs or underwriting standards.

WALK-THROUGH INSTRUCTIONS: BUYER and Selling Agent will have opportunities to walk through the house prior to closing. Listing Agent will call for appointments. Therefore, no punch lists will be accepted or acknowledged prior to home completion and formal walk-through with listing agent.

The following items, in addition to those listed on the walk-through sheet provided at the formal walk-through prior to closing, are to be carefully examined as they will not be repaired after closing if not noted prior to closing:

Tears in vinyl flooring – vinyl flooring will be repaired, not replaced

Tubs and Sinks: Scratches and/or chips in tubs will be repaired, not replaced. Scratches and/or chips in sinks will be repaired or replaced at SELLER's discretion if damaged before closing.

Drywall & Painting: After closing, SELLER will not be responsible for any minor drywall cracks or nail pops. Any defects noted prior to closing will be repaired prior to closing. SELLER will provide touch-up kits with interior paints as soon after closing as possible. It is the responsibility of the BUYER to retain touch up paints provided for one year to enable builder repairs.

Warranty services will be performed Monday through Thursday, between the hours of 9:00 AM and 4:00 PM. All warranty work must be requested in writing. **NO WARRANTY WORK REQUESTS WILL BE TAKEN OVER THE TELEPHONE.** This is for the protection of the BUYER, as well as to enable builder to efficiently and accurately schedule the completion of the warranty services. All correspondence regarding warranty services should be addressed to:

**Alcorn Construction
Warranty Services Department
5609 Burnt Knob Road
Murfreesboro TN 37129**

CLOSING COMPANY: Because of SELLER's strong desire to meet construction time estimates, and for the convenience of both parties, **SELLER and BUYER specifically agree that the closing for both sides will be conducted by Southern Legacy Title and Escrow – Attorney Andrew Hazley (telephone number 615.896.4451).** Under no circumstances will the transaction be closed elsewhere, unless agreed upon, in advance, in writing, by both BUYER and SELLER. If an agreement is made to close the BUYER's side of the transaction elsewhere, SELLER's side will still be closed by Southern Legacy Title and Escrow, LLC. In this event, BUYER's closing agent/attorney shall send all closing documents to be signed by SELLER to Southern Legacy Title and Escrow, LLC for SELLER's signature at no cost to SELLER or Southern Legacy Title and Escrow, LLC including, but not limited to, courier fees for express delivery. All documents must be received by Southern Legacy Title and Escrow, LLC for review at least three (3) hours prior to closing. All proceeds checks, payoff checks (for the SELLER), and attorney's checks must be hand delivered to Southern Legacy Title and Escrow, LLC within two (2) hours after closing. If the mortgage lender does not abide by the terms and conditions set forth herein,

then the SELLER may, at it's option, declare this contract null and void and of no further force and effect.

Buyer's Initials

Seller's Initials

Selling Agent Initials

Listing Agent Initials

NOTE: Plans and Specs will be supplied to the Mortgage Company only after plot plan has been professionally drawn by Alcorn Construction. Plot Plan/Elevations will be done only after foundation is laid. BUYERS understand that Plot Plan/Elevation is required by FHA and Mortgage Lender. SELLER, engineering firm, or Realtors involved in transaction will not be held liable for any delays in closing due to requirements of the Plot Plan

NOTE: A Mortgage Inspection will be ordered through _____, licensed surveyor, at BUYER's expense. **SELLER is not responsible for re-staking property prior to closing if original stakes have been removed. SELLER is not responsible for paying an additional fee for property to be re-staked if BUYER so desires.**

Unless noted in this contract, the SELLER has not agreed to pay any discount points. Under no circumstances does the SELLER guarantee any interest rate or loan terms for the BUYER. BUYER agrees to pay all discount points, if any, for desired interest rate available. SELLER is not responsible if interest rate lock expires due to a delay in construction and property cannot close.

CLOSING COSTS: SELLER will pay BUYER's closing costs and prepaids up to a maximum of \$_____. Any closing costs and/or prepaids over and above this amount will be the full responsibility of BUYER. If BUYER's closing costs and/or prepaids are less than this amount, no refund or reduction of the contract sales price will be provided. BUYER understands that mortgage lender, FHA, or VA may require that certain closing costs or prepaid items be paid by BUYER to enable BUYER to obtain maximum loan amount. These items will be the responsibility of the BUYER exclusive of the amount to be paid by SELLER.

TERMITE INSPECTION: SELLER agrees to provide an appropriate termite clearance letter or soil treatment letter at closings as may be required by lender, FHA or VA.

BUYERS acknowledge that if at any time the BUYERS and/or SELLER void this contract and the BUYERS earnest money is refunded, this constitutes a Hold Harmless agreement by and between both parties and all agents involved in this transaction.

ADDENDA: This contract contains the following attached addenda which are made a legally binding part of this contract: Addendum A (); Addendum B (); Addendum C ();
Other: _____

It is expressly understood and agreed that this instrument contains the entire agreement between the parties and that, except as herein noted, there are not oral or collateral conditions, agreements or representations, all such having been incorporated and resolved into this agreement.

TIME IS OF THE ESSENCE of this contract and all of the conditions thereof.

DISCLAIMER: BUYER acknowledges that they have not relied upon the advice or representations, if any, of any Real Estate Broker (or Broker's associated salespersons) relative to the legal and tax consequences of this contract in the purchase of the property. BUYER acknowledges that if such matters have been of concern to them, they have sought and obtained independent advice relative hereto.

REAL ESTATE COMMISSION: Commissions to be paid by SELLER in connection with this transaction have been negotiated between the SELLER and Listing Broker. Commissions shall be earned at such time as this contract is accepted by all parties and all conditions herein met. Commissions shall be disbursed as follows:

Listing Broker: **Prudential Rowland Real Estate** shall receive _____ as commission

Selling Broker: _____ shall receive _____ as commission (Selling Broker to enter his commission when contract offer is written and Listing Broker to enter his commission when contract is presented to Seller).

I certify that I have fully read, understand and accept all of the provisions of this contract.

BUYER	Date	Alcorn Construction	Date
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BUYER	Date
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Selling Agent	Date	Listing Agent	Date
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Selling Agent Telephone: _____	Listing Agent Telephone: _____
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Selling Agent FAX: _____	Listing Agent FAX: _____
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The effective date of this contract is:	
Time:	BY: