



**J.N. Green  
& Associates LLC**  
*Licensed Residential Builder*

10817-B TWO NOTCH ROAD  
ELGIN, SC 29045  
(803)556-5404  
bigblue2000@msn.com  
**BUILDERS AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between J.N. Green & Associates LLC. (here after referred to as "the builder") and \_\_\_\_\_

(hereinafter referred to as "the owner(s)") for the construction of a single-family residence for the owners on the property located at \_\_\_\_\_, Subdivision, lot# \_\_\_\_\_, \_\_\_\_\_, County, State of South Carolina.

**WITNESSETH:**

**WITNESSETH:**

The builder and the owner(s) agree as set forth below:

1. Owner Warrants that Owner presently has or will have fee simple, marketable title to the above described property prior to beginning construction. Owner agrees to pay all cost incurred in clearing up any defects in the title.
2. Owner acknowledges that the Builder will not be responsible and Owner hereby disclaims and release the Builder from any liability for the following
  - Defects in the title to property owned or purchased by Owner
  - Zoning of governmental regulations as to the use of Owner's property
  - Any and all conditions that would prevent the building of a stricter as contemplated in this agreement or under the building codes in place.

Owner makes this release and accepts this Disclaimer from Builder, even though Builder may have referred Owner to third parties which Builder has been advised to have property for sale.

3. Builder disclaims any liability regarding the purchase and sale of any lot by Owner
4. All Construction draws shall be paid by the attorney's office directly to the builder. Owner agrees to sign any documents required to allow draws to be paid directly to the Builder without co signing of checks by the Owner. All draws shall be paid in accordance with the approved draw schedule.
- 4a. Failure to receive draw due on construction of the home within three (3) days of request may result in the Builder electing to advance funds for construction, Owner agrees to pay

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Builder interest on any sums advanced by Builder for construction at the same rate provided for the construction loan.

4b. Owner agrees to be responsible to pay Builder interest as 12% APR on any remaining moneys not received by Builder from construction loan funding. 12% interest charge shall begin accruing three (3) days from date of completion as defined in paragraph seven (7) of this Agreement.

**4c. Owner understands that it is the sole responsibility of the owner to provide financing for the said home. Owner further acknowledges that they are responsible for choosing the Lender and that any Lenders suggested by the Builder are only suggestions. Owner further acknowledges that all rates, interest and closing costs associated with the loan(s) are the sole responsibility of the Owner, and Owner does not hold the Builder responsible for rates, interest and loan cost**

- 4. Owner understands that due to the weather conditions, land condition, permitting, subcontractor availability, materials, and building inspections that there is no way to guarantee a construction completion time. Owner also understands that any time given to them in reference to a completion date is only a rough estimate. Builder makes no guarantee for the length of time to complete the home. Builder assumes no responsibility for increased financing costs if Owner locks in their loan to close in a certain time period before the home is completed. Any completion date given by J.N. Green & Associates LLC employee is only a rough estimate and is not binding.
- 5. Builder in no way guarantees a build out time or completion date. The average time to completion is six (6) months. The completion time is calculated from the latest of construction loan closing, building permit date, and subdivision architectural approval. The completion date shall be the earliest of substantial completion or the date the Certificate of Occupancy is issued. Substantial completion is defined as the date that the Owner may make beneficial use and occupancy of the home. **Owner shall not occupy the home until after Owner has paid all monies due at Final Settlement, Owners occupancy of the home constitutes acceptance of substantial completion of the home by the Owner.**
- 6. Builder shall provide Builder's Risk Insurance during construction. Builders Risk Insurance does not cover any personal items left in the house including damage and or theft to these items

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7. In order to prevent mistakes and delays in Construction, Owner understands that it is critical to the production process that no changes whatsoever are made after the Building Agreement has been signed. At this point in time, Builder estimates home and sends out Purchase Orders to suppliers and subcontractors for the construction of the entire home. In the rare case that the Owner insists on making any change after signing the Builders Agreement, Owner agrees to pay the Change Order Fee of One Hundred Fifty Dollars (\$150.00) plus the cost of the change and any restocking fee and/or drafting fee (50/hr) at

the time Change Order is Signed. Once again it is critical to the production process that no changes whatsoever be made after signing the Building Agreement.

8. Builder is not responsible for any damage to trees and or access road during construction of the home.
9. If applicable, the price of a crawl space home is based on the foundation of the home being an average of not over four (4) block height. If owner substitutes framed walls for blocks, the Owner agrees to pay for any height above thirty two (32") inches at the current list price for the said items. Owner understands that a crawl space foundation is not waterproofed. If excessive height requires the use of steel post in lieu of block piers, Owner agrees to pay costs plus ten percent (10%) for labor to install steel post.
10. Owner agrees to pay for any extra foundation or footing expense created by rock, fill dirt, or unstable soil.
11. Owner understands that water seepage under home due to wet weather spring is considered a site condition and not covered by Builder Workmanship Standards and/or 1 Yr. Limited Warranty Agreement.
12. No Builder can build a one hundred percent (100%) perfect home. The wide range of materials used in your new home is subject to some degree of slight damage through handling and installation. Minor scratches, dents, or other imperfections in wood trim, sliding glass doors, and other areas will occur and are unavoidable. Minor variations in wood finishes, caused by natural variations in the wood surfaces will also occur. Should they be of magnitude to be readily and immediately apparent (use of artificial light to detect variations in sheetrock do not constitute readily and immediately apparent), Builder will correct them. Minor and hard to see nicks, scratches, cuts, blemishes, and finish variations are not covered by Builder Warranty. Concrete is guaranteed to crack. Our aim is to build a

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new home you are proud to live in and provide you with the best possible value in a new home.

- 13. Builder shall build home according to and warrant material and workmanship in said dwelling in accordance with "J.N. Green & Associates LLC. One Year Limited Warranty and Workmanship Agreement" for a period of one (1) year from the earlier of the date of occupancy permit, final settlement with Builder or the date Owner occupies the home. Warranty request, other than emergency items, should be made in writing and mailed or e-mailed to Builder. Owner agrees that all claims warranty on by Owner items shall be in accordance with "J.N. Green & Associates LLC. One Year Limited Warranty and Workmanship Agreement".
- 14. Builder reserve the right to use all of the allowance money set forth in the "Pricing Worksheet" which is attached hereto and made part of this contract, toward the completion of allowance items. Allowance items are only estimates. Therefore, the actual cost may Exceed the allowance amount. Owner agrees to pay all overages on allowance items within ten (10) days of receiving invoice from Builder.
- 15. Owner agrees that Builder may terminate the contract for Builder Convenience due to newly discovered or changed conditions relating to site conditions, labor or material availability, weather conditions, subcontractor availability, or any other conditions, acts, or events beyond the Builders control. If the Builder terminates for convenience, Builder shall be paid for work performed to date and shall not be liable to the Owner for any other costs or damages of any kind.
- 16. This Build Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless signed by all parties to this Agreement. No Representation, Promise, or Inducement not included in the Agreement shall be binging upon any party hereto.
- 17. **RIGHT TO RESCIND. Buyer/Owner herein shall have a right to cancel this Agreement until midnight of the third business day after which this Agreement is executed, Notice of cancellation shall be given to Seller/Builder at its place of business set forth in this Agreement by certified mail, return receipt requested, which shall be posted no later than twelve (12:00) o'clock midnight on the third (3) business day following execution of this Agreement.**
- 18. Should any part or parts of this Agreement be invalid, it is mutually agreed that such part or parts of this contract shall not invalidate the remaining part or parts thereof.

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19. **This Agreement and any Change Order(s) are subject to being accepted by an Officer of the Builder.**
20. Owner agrees to allow J.N. Green & Associates LLC. To use pictures of their home in any future advertising including newspaper, TV and Etc.
21. Owner, by law is not allowed to move into their new home until Certificate of Occupancy has been received from the local governing authority and a permanent loan has been obtained. If Owner moves in before the certificate is obtained, they are in violation of the law and are subject to a fine.
22. Builder agrees to oversee installation of well and/or septic tank (this may include, but is not limited to, a pump lift station) in accordance with Count Health Department specifications, Builder does not warrant against wells with poor water low, quality of water, dry wells, dry holes or wells going dry for whatever reason. Builder does not warrant septic tanks against poor percolation, additional field line needed due to soil conditions, or seepage due to lack of sufficient field lines or soil during or due to septic tank, power line, water line, gas line or well installation.
23. **Binding Arbitration Agreement. All Claims, Disputes and other Matters or Questions, arising out of or relating to this Agreement, or the Breach thereof, shall be settled by Arbitration Services, Inc. and Judgment upon the Award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The parties expressly agree that the Arbitrator(s) shall have the power and authority to grant reasonable attorney's fees and cost s in resolution of the claims, differences and/or controversies arising from this Agreement which the parties have agreed to submit to binding arbitration. The demand for arbitration shall be in writing and delivered to the other party to the Agreement and Construction Arbitration Services, INC. The demand for Arbitration shall be made within a reasonable time after the claim, dispute or other matter relation to this Agreement has arisen, and in no event shall be made after the date when institution of legal equitable proceedings based on such claim, dispute, or other matte will be barred by the applicable Statute of Limitations. The cost of arbitrator shall be paid by the party who is at fault on the point being arbitrated, in the event of multiple points being arbitrated; The Arbitrator's fee will be allocated on a proata basis by the arbitrator. If either party fails to attend the Arbitration, such party shall pay for the costs of the Arbitrator, plus one thousand (\$1000.00) dollar penalties for liquidated damages for lost time of the party that attended the Arbitration. Builder may secure its rights under the Mechanics Lien Law, and subsequent to the arbitration award, may enforce said right and obtain Lien Foreclosure Judgment.**

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24. **Mold Notice, Disclosure and Disclaimer.** Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and found everywhere life is supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growth in the form of bread mold, and mold that may grow on bathroom tile. In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood, and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees F and 100 degrees F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture a home owner can reduce or eliminate mold growth. Moisture in the home can have many causes. Spills, leaks, overflow, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth median, mold can develop within 24 to 48 hours. Consequences of mold: All molds is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individuals with suppressed

immune system risk infections. Some experts contend that mold causes serious systems and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Centers for Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. What the Homeowner can do: The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimizing possible adverse effects that may be caused by mold growth. The steps include the following:

- Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

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- Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excessive moisture in the air, and to facilitate evaporation of water from wet surfaces.
- Promptly cleanup spills, condensation, and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any material that cannot be thoroughly dried, such as drywall or insulation.
- Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
- Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

**Disclaimer and Waiver:** Whether or not you as the homeowner experience mold growth depend largely on how you manage and maintain your home. Our responsibility as a homebuilder is hereby limited to things that we can reasonably control within the scope of our work as contractor. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable industry standards of residential construction) for a period of one (1) year. Defects in construction does not include mold and we, the builder, will t be responsible for any damages caused by mold, or by some other similar 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 constructions, an implied warranty of habitability, or an implied warranty

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of fitness for a particular use is hereby waived and disclaimed as they relate to mold or similar agents.

**25. OWNER ACKNOWLEDGES THAT EACH PAGE OF THIS CONTRACT HAS BEEN EXPLAINED AND INITIALS ACCEPTANCE OF SAME. OWNER ALSO ACKNOWLEDGES RECEIPT OF THIS AGREEMENT.**

IN WITNESS WHEREOF, THE PARTIES HAVE THEREFORE SET THEIR HANDS AND SEALS ON THE DAY AND YEAR WRITTEN ABOVE.

We, the undersigned, have read, understand, and agree to each of the provisions of this agreement the Owner(s) and the Builder. We hereby acknowledge its inclusion as a contract document and part of the agreement between us (the Owners) and the Builder (J.N. Green & Associates LLC.)

By: \_\_\_\_\_  
Builder's Representative Date

By: \_\_\_\_\_  
Owner Date

By: \_\_\_\_\_  
Owner Date

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