

SHOWHOME AGREEMENT

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October 25, 2021

Job # **11501**     New Home Address: **22405 83A AVENUE NW ; 45/06/182-3279**

Purchaser(s): **Maria Tujan & Joshua Tujan & Jovan Tujan**

Phone: **8254407941** (H)    (C) Email: **locashtebil16@yahoo.com**

House Model: **PALADIN** Specification: **BENCHMARK** Subdivision: **ROSENTHAL - RPL**

Sales Area Manager: **JUSTIN BATIUK**

- 1) **THIS AGREEMENT FORMS PART OF THE OFFER TO PURCHASE - JOB # 11501**
- a) The Purchaser of a Pacesetter Showhome located 22405 83A AVENUE NW, acknowledges that the home they are offering to purchase will be sold in "as is" condition, and no Builder warranty is stated or implied except as noted in below, as well as the applicable remaining ANHWP warranty.
  - b) Show homes have different warranty coverage from Pre-Sale or Spec Home purchases. Show homes are offered with a full 1 year warranty through Pacesetter Homes (and not Alberta New Home Warranty) which will encompass all items warrantable within the first year as noted in the Alberta Municipal Affairs Performance Guideline (excluding cosmetic/ wear & tear related items). Show homes will also have any remaining balances of the 2 year delivery system, 5 year building envelope, and 10 year structural warranties which commenced when the city approved the Occupancy Permit or the date the home started operating as a show home. These balances will vary between Show homes.
- 2) **THE FOLLOWING CONDITIONS APPLY:**
- a) Specific remedies, alterations, replacements or repairs to the house and/or contents must be agreed upon in writing in an addendum that forms part of the offer to purchase. Such requests must be approved in writing by the Builder. Only items that are replaced will carry any applicable manufacturer warranty.
  - b) All Sales Centre and office related furniture, marketing materials, signage and décor will be removed.
  - c) Extra sidewalk blocks, temporary walls or panels, temporary air conditioning and/or heating systems will be removed.
  - d) All house furniture, décor and other furnishings will be removed, except for the items listed to stay with the house:
- None Applicable.
- If items are requested to be included in the offer to purchase, the Builder does not guarantee the function or the condition of any of the requested items.**
- e) **Specific Interior Conditions:**
- i) Flooring, Countertops & Ceramic Tile:
    - Items carry no warranty and are sold "as is".
    - Carpets will be steam cleaned in high traffic areas and stairwells only. Marks from furniture may not respond to cleaning and will be left as is.
    - Items discontinued by the manufacturer cannot be replaced nor repaired.
  - ii) Walls & Ceilings:
    - Pictures, renderings and decorations will be removed from walls and/or ceilings and these surfaces will not be filled and/or touched up with paint.
    - Touch up paint will be left with the home. Due to the aging of painted walls, the touch up paint may not be an exact match due to fading. The house will not be repainted nor will it be re-wallpapered if wallpapering has been used.
    - Existing drywall settlement cracks and nail pops will be repaired prior to occupancy.
    - No warranty will be extended on drywall repairs. Nail pops and settlement cracks are excluded from the 1 year limited warranty.
  - iii) Window Coverings:
    - No cleaning or repairs will be completed.
    - The Builder does not guarantee the function or condition of the window coverings or applicable curtain rods, they are sold "as is"
    - All window coverings are excluded from warranty.



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- iv) Security Systems:

• Hardware will remain with the home and the existing monitoring services will be discontinued.

• If the Purchaser wishes to retain monitoring, they will be responsible to arrange alarm permits and monitoring from the appropriate related providers.

• The Builder does not guarantee the function or condition of the security system.

• All security systems are excluded from warranty.
- v) Appliances:

• The dishwasher will be hooked up prior to the possession date.

• If applicable, washers and dryers will be hooked up prior to possession.

• The Builder does not guarantee the function or condition of any appliance and they carry no warranty.
- vi) Electronics:

• Audio –Visual, such as but not limited to TVs and home automation systems (if applicable) will remain in the home and are to be considered as is. All Audio – Visual components of the home are sold as is will be excluded from warranty. Missing parts & accessories such as cords or remotes are not the responsibility of Pacesetter Homes.
- vii) Sump Pump:

• The sump pump has been tested prior to occupancy to ensure it is operating correctly. Sump pump is sold as is and is excluded from warranty. Ensuring proper function of sump pump, after possessions, if recommended as part of homeowner maintenance.
- viii) Mechanical Systems and Appliances:

• This refers to your furnace, hot water tank, on demand water heater, heat recovery ventilator (HRV), humidifier, boiler, in -floor radiant heating and any other heat or water supply appliance or system (as per plan).

• Warranty of these systems/ appliances fall under the 2 year delivery system from the time the home was completed as well as any remaining manufacturer warranty from that date.
- f) Specific Exterior Conditions:

i) Temporary items:

• Temporary Developer fencing, sidewalks, lighting, signs, flagpoles or decorative structures will be removed by the Developer.

ii) Landscaping:

• All landscaping including sod, shrubs, trees and the like are sold “as is” and carry no warranty.

• Repairs due to settlement around the home or service trenches are the responsibility of the Purchaser following possession.

• In most cases, grading inspection reports are not available. Arranging for any inspection and/or subsequent grading repairs will be the responsibility of the Purchaser following possession.

iii) Concrete:

• All concrete slabs including, driveways, sidewalks, parking pads, patios, & basement and garage floors, are sold “As is” and carry no warranty.

iv) Garage:

• The garage (if applicable) will have the carpet removed and the concrete left as is. Note: some carpet glue residue may remain on the concrete and there will be no remedy available for removal of the glue.

• All partition walls foundation capping, baseboards, trim and heaters will be removed.

• Ceilings will remain as is.

• Any breezeway or walkway between show homes, or temporary entrance into the home, will be removed. Walls will be restored to include: insulation, drywall, tape and paint (to match existing finish).

• Overhead doors will be installed prior to possession and will include painting to architectural requirements.

• Repaired/ restored siding, stone and roofing areas may product color differences.
- The Purchaser(s) hereby acknowledge that they have read, understood and agree to the above terms of the contract.
- DocuSigned by:

Mike Rudnisky

2/14/2023

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Authorized Signatory Pacesetter Homes  
(Edmonton)
- DocuSigned by:

Maria Lilibeth Tujan

signed on 2/13/2023

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DocuSigned by:

Joshua Gabriel Tujan

signed on 2/13/2023
- DocuSigned by:

2/13/2023

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