

ADDENDUM #1000 ADDITIONAL TERMS OF CONTRACT

Job # **12003** New Home Address: **2391 TRUMPETER WAY NW ; 22/19/212-2571**

Purchaser(s): **Kyle David Birch McKay and Lauren Emilie Rose Birch McKay**

Phone: **(780) 850-6597** (H) **(780) 850-6597** (C) Email: **mckayk97@gmail.com**

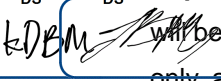
House Model: **CARSON** Specification: **INSPIRE SERIES** Subdivision: **TRUMPETER - RPL**

Sales Area Manager: **PAUL FITZSIMMONS**

1. **The Builder does not recognize verbal, implied, texts, or emails between the Purchaser and any Pacesetter Homes' employee as contractual.** Contracts and changes to contracts must be done on an addendum and be accepted and signed by an authorized signatory of the builder to be valid. Sales employees are not authorized to sign on behalf of the Builder. It is the purchaser's responsibility to ensure all products to be included in the home are documented. Both parties will refer to the written contract solely should any dispute or disagreement arise.
2. The builder does not guarantee the construction start, completion, or possession of the home within any specified timelines in the event delays occur for which the builder may not be responsible, or caused by unfavourable weather, strikes, fires, shortages of material or labour, acts of God or any other causes beyond the control of the Builder. Any expectations of possession dates or construction timelines given are subject to change without notice. Confirmed possession notification will be provided a minimum of 35 days prior as per section 10 of the Purchase Agreement.
3. The Purchaser understands that the home purchased may vary from any Spec home or Showhome viewed, and may contain alterations and upgrades not included in standard floor plans and specifications.
4. Upgrades and changes from Pacesetter Supplier appointments such as: Trail Appliances, K-Jay Electric and Chateau Lighting can be added to the purchase price by way of addendum both Purchaser and Builder sign in acceptance before the construction cut off dates. Purchaser is responsible for providing these addendums to their financial institute.

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Deposits: The Purchaser understands that the initial deposit provided at time of contract writing will be deposited into the Builder's bank account. Refunds are applicable prior to condition removal only, and will be processed upon receipt of written request from the Area Sales Manager as follows:

- Online payments, bank drafts or certified cheques will be processed within 7 days.
- Personal cheques will be processed within 45-60 days.

Deposits provided within 60 days of possession must be in the form of a bank draft or certified cheque.

6. The Builder shall have the right, at any time prior to the Purchaser removing their condition(s) of sale, to give the Purchaser written notice requiring the Purchaser, within two (2) business days of the time of service of the notice upon the Purchaser, to waive the condition(s) by notice in writing delivered to the Builder. In the event that the Purchaser does not waive the said condition by notice in writing delivered to the Builder within the said two (2) business days period, the written Offer to Purchase shall be null and void. The Purchaser shall have no further interest whatsoever in the property and the Builder shall return to the Purchaser the Purchaser's deposit.

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7. **Pre-Sale Homes:** The Purchaser hereby acknowledges that items affecting the **Architectural Approval** of the Exterior Elevation, such as but not limited to: colours, windows, cantilevers: decks or square footage must be done prior to the file going to drafting. Architectural Approval is finalized while the file is in drafting and the purchaser will be notified of, and responsible for, any changes and subsequent charges, mandated by the Architectural controller.
8. **Pre-Sale Homes:** All plan change requests must be completed prior to condition removal and are subject to Builder approval by signed addendum. Builder reserves the right to restrict or prohibit the number of changes.
9. **Spec Homes:** Changes or upgrades to Spec homes will be considered by way of price request only and are at the discretion of the Builder. The pricing for the changes will be based on the stage of construction of the home and will only be implemented after conditions are removed.
10. Weather impacts our ability to conduct Seasonal items. For best results, Seasonal items such as: concrete, parging, painting, and garages require warm, dry weather to be completed and are therefore conducted June through September as weather permits. Grading and subsequent landscaping (if applicable) require concrete flat work to be completed before grading can be started.
11. Infill construction – construction commencing on a lot beside one or more completed homes is classified as infill construction. Excavation of an infill lot may impact your side yard. Any side yard damage to siding, grading, landscaping and/or fencing will be assessed and rectified by Pacesetter Homes. As the infill home is backfilled with soil, your yard may also be filled (if required) to ensure proper drainage away from your foundation. When construction is complete on the infill house, repairs will be scheduled by Pacesetter’s Seasonal department (seasonal@yourpacesetter.com) on your side yard.

The Purchaser(s) hereby acknowledge that they have read, understood and agree to the above terms of the contract.

DocuSigned by:

MIKE RUDNISKY

3/7/2024

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Authorized Signatory Pacesetter Homes
(Edmonton)

DocuSigned by:

Kyle David Birch McKay

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Kyle David Birch McKay
signed on 3/5/2024

DocuSigned by:

Lauren Emilie Rose Birch McKay

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Lauren Emilie Rose Birch McKay
signed on 3/5/2024

Office Use only:

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