



4700 Falls of the Neuse Road, Ste. 370
Raleigh, NC 27609

WARRANTY – ADDENDUM E

 Home Buyers Warranty®	Mail To: 2-10 Home Buyers Warranty PO Box 371348, Denver CO 80237-1348 800.488.8844
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Address of Subject Home: _____

1. Superseding Agreement: The provisions of this Addendum are a material consideration for the Seller to enter into the Purchase Agreement to which this Addendum is appended and such provisions supersede and preempt any and all different or inconsistent provisions in the Purchase Agreement.
2. Arbitration Agreement: Any and all claims, disputes and controversies by or between the Seller and Homebuyer arising from or related to the Purchase Agreement, the Home, the real property on which it is located, and any common elements in which Homebuyer shall have any interest, including without limitation, and claim of negligent or intentional misrepresentation, shall be settled by arbitration. Agreeing to arbitration means you are waiving your right to a jury trial. Any person in contractual privity with Seller whom Homebuyer contends is responsible for any construction defect shall be entitled to enforce this arbitration agreement. The decision of the arbitrator shall be final and binding and may be entered as judgment in any state or federal court of competent jurisdiction.

The arbitration shall be conducted by DeMars & Associates, Ltd., or any mutually agreeable service. The choice of arbitration service shall be that of the claimant. The arbitration shall be conducted pursuant to the applicable rules of the arbitration service selected. If for any reason this method for selecting an arbitration service cannot be followed, the parties to the arbitration mutually select an arbitration service.

The parties expressly agree that this arbitration agreement involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. Section 1, et. Seq.), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

3. Exclusive Remedy Agreement: The agreement contained in this paragraph shall be effective if buy only if Seller shall enroll the Home in the Home Buyers Warranty Program and shall furnish Homebuyer with an HBW Warranty. Effective one year from the date of closing on the purchase of the Home, Homebuyer(s) waives the right to seek damages or other remedies from the Seller, its subcontractors, agents, suppliers, or design professionals for any defect to the home, the real property upon which it is situated, and any common elements in which Homebuyer shall have any interest, under any common law or statutory theory of liability, including but not limited to negligence and strict liability. Homebuyer(s) exclusive remedy for any such defect shall be coverage provided for in the HBW Warranty. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the law of the state in which the Home is located and shall be applicable to any claim made after the effective date of the agreement contained in this paragraph. This paragraph shall not be applicable where prohibited by law or to any written warranty provided by a manufacturer or vendor who has supplied any appliance or component.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____