Offer Procedures

All offers MUST be accompanied with the signed Jerry's Homes. Inc. required buyer's forms and addendums. **Offers will be presented when ALL signed paperwork is received.** Contact listing agent for the Buyers Packet prior to writing offer.

Paperwork Checklist:
___ Buyer Information Sheet
___ Jerry's Homes Addendum to Purchase Agreement
___ Sellers Disclosure
___ Acknowledgment of Receipt of Documents
___ Non-Preferred Lender Addendum
___ Pre-Approval Letter/loan commitment/proof of funds
___ Tax Abatement Form (If Applicable)
___ Commission Agreement (Agent Only)

Agents: When writing an offer on any home that has FHA or VA financing and ALL multi-family homes, please cross off the paragraph on the purchase agreement addressing "termite inspection" and write in "PRE-TREATED" and have buyers initial by the change.

Jerry's Homes requires a pre-approval, loan commitment, or proof of funds letter to accompany ALL offers.

Earnest Money/Non-Refundable Deposit Requirements:

- Existing homes (complete or under construction): $3,000 Earnest Money
- Rowhomes/Townhomes: $2,000 Earnest Money
- Windsor Rowhomes/Townhomes: $3,000 Earnest Money
- Adding a finished lower level to homes in progress or complete: Additional $5,000 for a total of $8,000 non-refundable deposit to Listing Brokerage
- Built-To-Order Homes: 2% of purchase price Earnest Money
- Upgrades to home: Jerry's Homes may require non-refundable deposit for items added

non-refundable deposits to be made out to Jerry's Homes, Inc.

The purchase price does not include any radon mitigation systems. Any such device would constitute an increase in the purchase price. Owner may perform radon testing at their own cost and expense.

Community Choice Credit Union (The Susan Tinker Team) is Jerry's Homes preferred lender.

Susan Tinker | 1351 NW 114th Street, Clive IA 50325
Office phone: 515-334-8579
Cell: 515-326-5402
Susan.Tinker@comchoicecu.org

DigiSign Verified - a3169c6a-cf64-4148-8475-6183d3041bf9

SELLER'S DISCLOSURE OF PROPERTY

HERITAGE HOA

PROPERTY ADDRESS: _____ **HOME STYLE:** _____

This statement is not a warranty of any kind by the seller or the seller's agent and is not intended to be a substitute for and inspection or warranty that the buyer may wish to obtain. As the seller we disclose the following information and certify that this is true and accurate to the best of our knowledge as of the date signed.

Appliances / Systems / Services

	Included	Condition	Comments
Range / Oven	Yes	New	
Dishwasher	Yes	New	
Refrigerator	No		
Hood / Fan	No		
Microwave	Yes	New	
Disposal	Yes	New	
Garage Door/ Opener	Yes	New	
Central Air	Yes	New	
Plumbing System	Yes	New	
Smoke Alarms	Yes	New	
Sump Pump	Yes	New	
City Waste / Sewer	Yes	New	
Central Heating	Yes	New	
Fireplace	Yes	New	
Water Heater	Yes	New	

Further explanations: This is new construction and some items are yet to be completed. All appliances are in good working order and many may have individual manufacturer warranties.

Property Condition and Additional Information

Basement Condition	Any known problems:	NO	N/A – New or Built to Suit
Roof Type – Shingles	Any known problems:	NO	N/A – New or Built to Suit
Plumbing Systems	Any known problems:	NO	N/A – New or Built to Suit
Sewer Type – City	Any Known problems:	NO	N/A – New or Built to Suit
Heating System – Gas	Any known problems:	NO	N/A – New or Built to Suit
Cooling System – Central	Any known problems:	NO	N/A – New or Built to Suit
Electrical Systems	Any known problems:	NO	N/A – New or Built to Suit
Pest Infestation NO	Any known problems:	NO	N/A – New or Built to Suit
Asbestos – tested NO	Any known problems:	NO	N/A – New or Built to Suit
Radon – tested NO	Any known problems:	NO	N/A – New or Built to Suit
Lead Based Paint – NO	Any known problems:	NO	N/A – New or Built to Suit
Energy Efficiency Tested – YES	Any known problems:	NO	N/A – New or Built to Suit
Environmental Concerns	Any known problems:	NO	N/A – New or Built to Suit
Physical Problems	Any known problems:	NO	N/A – New or Built to Suit
Structural Problems	Any known problems:	NO	N/A – New or Built to Suit
Septic Tank/Drain Fields	Any known problems:	NO	N/A – New or Built to Suit
Is property located in flood plain	Any known problems:	NO	N/A – New or Built to Suit
Attic Insulation R Factor – R40	Any known problems:	NO	N/A – New or Built to Suit
Side Wall Insulation R Factor–R13	Any known problems:	NO	N/A – New or Built to Suit
Well & Pump: Water test? (if yes, last date)	Any known problems:	NO	N/A – New or Built to Suit

Lead and/or Galvanized Water Service Line- Are there currently, or have there ever been, any lead and/or galvanized water Service Lines Present- NO

Property Zoning – Unknown

XXX This property is new or yet to be completed. Some tests and inspections cannot be completed at this time.

XXX This property is covered by Jerry's Homes one-year warranty.

Is the property located in Real Estate Improvement District? Yes_____No**XX** If yes, what is the amount (if any) of any special assessment against this property? $_____

Other items: Are you, as the Seller, aware of any of the following:

1. Covenants: Is the property subject to restrictive covenants? Yes**XX** No_____. If yes, attach a copy or state where a true, current copy of the covenants can be obtained:***See Listing Agent***
2. Features of the property shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or responsibilities for maintenance may have an effect on the property? Yes_____ No**XX** Unknown _____
3. Any "common areas" (pools, tennis courts, walkways or other areas co-owned with others) or Homeowners Association which has authority over the property? Yes XX No __ Unknown ____
4. Physical problems such as: Settling, flooding, drainage or grading problems? Yes ____ No**XX** Unknown ____ If the answer to any of these is yes, please explain. Attach additional sheets if necessary: _____

_____

Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.
Buyer acknowledges receipt of a copy of this Real Estate Disclosure Statement. This Statement is not intended to be a warranty or substitute for any inspection the Buyer may wish to obtain.
Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Department of Public Health.

Seller: Jerry's Homes, Inc. by: Ryan McClintock, President, Jerry's Homes, Inc Date: 01/12/2026, 02:26:41 PM CST

Buyer(s): _____ Date:_____

Buyer(s): _____ Date:_____

ADDENDUM TO PURCHASE AGREEMENT

The undersigned parties to that certain Purchase Agreement dated _____ on the property known as _____, and attached hereto and by this reference incorporated herein Jerry's Homes, Inc. and _____ ("Buyers") understand and agree that:

1. JERRY'S HOMES, INC. LIMITED WARRANTY TERM

The term of this Limited Warranty begins on the date on which the Home is deeded to the first consumer purchaser ("Owner"). That date is referred in this Limited Warranty as the "Closing". COVERAGE We warrant that: for a period of one (1) year after Closing and sale to the Owner, the components of the Home which are not covered by Manufacturers' Warranties will be free of defects in materials or workmanship DURATION OF IMPLIED WARRANTIES. The duration of all implied warranties is limited to one (1) year from the date on which the Home is deeded to the Owner. MANUFACTURERS' WARRANTIES The manufacturers of certain appliances and equipment may issue their own warranty directly to the Owner. The manufacturers of other appliances and equipment may issue their own warranty to Jerry's Homes, Inc. which we hereby assign and pass through to the Owner. Each will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty and to which you are directed. The following are examples of such appliances and equipment though not every Home includes all of these items and some Homes may include appliances or equipment not in this list: air conditioner, heat pump, exhaust fan, furnace, smoke detector, garbage disposal, water heater, range, oven, dishwasher and oven hood.

Jerry's Homes, Inc. makes no representation to the Owner of any individual product or component product warranty that a manufacturer or supplier may choose to give the Owner in excess of Seller's warranty and is not responsible for the administration or enforcement of said warranties between the Owner and manufacturer or supplier.

IMPORTANT NOTICE: THE OWNER IS HEREBY EXCLUDED FROM RECOVERING FOR ANY AND ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS LIMITED WARRANTY. RECOVERY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE WARRANTED ITEMS ALLOWED FOR UNDER THIS LIMITED WARRANTY. DAMAGES WHICH ARE EXCLUDED FROM RECOVERY UNDER THIS LIMITED WARRANTY INCLUDE, BUT ARE NOT LIMITED TO DAMAGES FOR (INTENTIONAL EMOTIONAL DISTRESS, NEGLIGENT EMOTIONAL DISTRESS, PAIN AND SUFFERING, LOSS OF USE, ANY EXEMPLARY DAMAGES (PUNITIVE), CONSEQUENTIAL ECONOMIC LOSS, SPOUSAL SERVICES, LOSS OF CONSORTIUM, INCONVENIENCE OR DISCOMFORT ARISING FROM THE MAKING OF REPAIRS OR IMPROVEMENTS DIMINUTION IN VALUE ETC. NO OTHER WARRANTIES EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON JERRY'S HOMES, INC'S PART. IN NO EVENT SHALL JERRY'S HOMES, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST JERRY'S HOMES, INC. SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF JERRY'S HOMES, INC., OR ANY PERSON OTHER THAN JERRY'S HOMES, INC.'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR JERRY'S HOMES, INC., ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE LIMITED WARRANTY.

BUYER INITIALS_____ _____ SELLER_____

2. DISPUTE RESOLUTION: MANDATORY AND BINDING ARBITRATION

Notwithstanding anything to the contrary in this Addendum or the Purchase Agreement, any and all disputes, including but not limited to negligence and tort claims, involving Jerry's Homes and any Owner as the case may be, shall be resolved by binding arbitration as follows:

a. The Owner shall submit all disputes (including but not limited to those alleging negligence and tort claims) involving Jerry's Homes, Inc. to mandatory and binding arbitration through the American Arbitration Association (AAA) following the AAA rules and procedures.

b. Owner shall be responsible for the cost of all filing fees required by AAA.

c. The arbitration shall be held at a convenient business time and location in Polk County, Iowa.

d. The demand for arbitration shall also be filed in writing with Jerry's Homes, Inc..

e. Owner(s) and Contractor shall agree upon one (1) arbitrator. Should the party demanding arbitration fail to name an arbitrator within ten (10) days of their receipt of potential arbitrators from AAA, their right to name an arbitrator shall lapse. In that event, AAA shall choose the arbitrator based on the criteria herein listed. Should Owner(s) refuse or neglect to supply the arbitrator(s) with any papers or information demanded in writing, the arbitrator(s) is empowered by both parties to proceed ex parte.

f. No one shall be nominated or act as an arbitrator who is in any way has a financial interest in or is a family member by blood or by marriage with any party to the arbitration or is associated in the business affairs of the parties to the arbitration. The arbitrator must have hands on experience in construction, homebuilding project management or construction contract administration.

g. The arbitrator's decision shall be final and binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law it may be filed in court to carry it into effect.

h. Arbitrator(s) is authorized to award to the Owner(s), if the Owner(s)'s contention is sustained, the cost of reasonable repairs or replacement for the defect or damage only. No award for shall be allowed for any other incidental or consequential damages of any kind or nature including but not limited to inconvenience or discomfort arising from the making of repairs or improvements or from any action taken to comply with any law, ordinance or orders of a governmental authority or for loss of use, quiet enjoyment, emotional distress, diminution in value, pain and suffering, loss of consortium any exemplary damages (punitive), consequential economic loss, spousal services or diminution in value etc.

i. Should Contractor prevail in whole or in part, the arbitrator shall award the costs of arbitration including costs of the arbitrator's compensation and reasonable attorney fees to the Contractor to defend the action against the Owner.

j. Award by the arbitrator(s) shall be in writing and it shall not be open to objection.

No claim related to a manufacturer's warranty may be brought against the Contractor in litigation. No claim related to a manufacturer's warranty may be brought against Contractor in arbitration or otherwise nor my Claimant seek class treatment against Contractor, nor may Contractor be joined by cross claim or consolidation by any party in a claim, lawsuit or any other proceeding of any type or nature arising out of a manufacturer's warranty unless previously agreed to in writing by Contractor. No claim for arbitration may be brought later than one year after the claim arises. No amendment shall change or affect the provisions of this section "Dispute Resolution" without the express written consent of Contractor and this section shall survive the closing of the sale to the Owner(s) for eleven (11) years.

BUYER INITIALS_____ _____ SELLER INITIALS_____

3. RIGHT TO INSPECTION AND CURE

If a defect appears, which the Owner believes is covered by this Limited Warranty the Owner must write a letter describing it to Jerry's Homes, Inc. at Jerry's Homes, Inc.'s business address. Jerry's Homes, Inc. shall have a reasonable time after notification to inspect any alleged defect or damage. The Owner shall provide Jerry's Homes, Inc. with reasonable access to any alleged defect or damage for purposes of inspection. If requested by Jerry's Homes, Inc., the Owner must deliver to Jerry's Homes, Inc., at Owner's expense, photographs of the defect or damage. If reasonable access is denied or made subject to unreasonable conditions by Owner, or if Owner fails or refuses to cooperate in Jerry's Homes, Inc. Investigation of the complaint, Jerry's Homes, Inc. obligations under this Limited Warranty shall immediately terminate. Jerry's Homes, Inc. shall not be liable for payment of any repairs or replacements made by any person or entity made without Jerry's Homes, Inc. prior written consent. If Jerry's Homes, Inc. in its sole discretion determines there are defects are covered by this Limited Warranty, Jerry's Homes, Inc. will have up to ninety (90) days after receipt of notification to process the claim and make reasonable repairs or replacement as are due under this Limited Warranty in its sole discretion. Jerry's Homes, Inc. obligation under this Limited Warranty shall be limited solely to reasonable repair or replacement and shall not include any other incidental or consequential damages of any kind or nature including but not limited to inconvenience or discomfort arising from the making of repairs or improvements, emotional distress, loss of use, diminution in value, pain and suffering, loss of use, any exemplary damages (punitive), consequential economic loss, spousal services, loss of consortium, etc. Compliance with this Right of Inspection and Cure is an express condition precedent to Owner's right to demand arbitration as provided above. No amendment shall change or affect the provisions of this "Right to Inspection and Cure" without the express written consent of Jerry's Homes, Inc.. This Section 3 shall survive the transfer and Closing to Homeowner by Jerry's Homes, Inc. for sixteen (16) years.

4. NOTICE TO PERFORM

Event of Default: Should the Owner fail to perform in a timely manner by failing to Close on the date specified in the Purchase Agreement or fail to set or agree to a Closing date, or delay Closing for an unreasonable time, the Owner shall be in default of its obligations under the terms of the Purchase Agreement. Upon the occurrence of such default, Jerry's Homes, Inc. may, at its option, and after five business days, give notice in writing to Home Buyer to exercise one or more or the following options:

1. Jerry's Homes, Inc. may immediately specify a Closing date affording Owner an opportunity to cure such default by proceeding to Close on the Closing date specified by Jerry's Homes, Inc.

2. Jerry's Homes, Inc. may declare the Purchase Agreement null and void and of no further force and effect without further notice of any kind and Owner shall forfeit all payments made. And Jerry's shall have no liability of any kind or nature in this event.

Prices/Market Value Contractor, and any other builder in the community, shall have the unilateral right to establish prices for the homes it builds in the Community. Contractor and any other builder in the Community may, at its sole discretion, increase or decrease the price or the price per square foot for any home, home site or option at any time, or offer incentives for sales of home sites and homes, all without notice to Owner(s) Contractor may (i) advertise for sale, offer to sell and sell other property, lots and/or residences (whether identical, similar or dissimilar to the Residence) for more or less than the Purchase Price; (ii) offer incentives and promotions on other property, lots and/or residences that may or may not have been available to Owner(s); and/or (iii) change the size, type and mix of property, lots and/ or residences within the Subdivision; all without any notice or liability to Owner(s), or others, Owner(s) acknowledging and agreeing that Owner(s)is entering this Contract based solely upon Owner(s)' desire to purchase the Residence pursuant and subject to the terms of this Contract and Owner(s) is not relying upon the potential construction or sale of any particular size, type, mix, or future price point of other lots and/or residences within the Subdivision. Any such advertising, offers, sales, incentives, promotions and/or changes shall have no effect on this Contract or the Purchase Price that Owner(s) has agreed to pay to Contractor pursuant to this Contract. Contractor makes no representations or warranties as to the type, quality, development or non-development of any property within the Subdivision (including any lot adjacent to the Residence) or adjoining the Subdivision.

BUYER INITIALS_____ _____ SELLER INITIALS_____

Without limiting the foregoing, Contractor makes no representations or warranties as to the development of any common facilities or other amenities within the Subdivision. Owner(s) acknowledges that maintenance of all common facilities within the Subdivision shall be the responsibility of the applicable homeowner's association and not Contractor. Contractor makes no representations or warranties regarding the time in which the Subdivision will be constructed, when or if construction of the community will be completed, when or if the governing authority will accept the improvements and assume maintenance of same. Once Owner(s) has signed the Agreement establishing a price for the Home, the prices for any subsequent changes or upgrades to the Home as requested by Owner(s), including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Contractor until a written and signed agreement on the price is reached by Contractor and Owner(s) for such change or upgrade. Contractor makes no representations or warranties that the price for the Home or options in the Home will be increased or decreased for other Owner(s) of identical or similar homes or options. Contractor also makes no representations or warranties that changes or options made by Owner(s) will or will not increase or decrease the market value of the Home, and Owner(s)understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Home. The Home is being sold for residential purposes and not as an investment.

5. PROCEDURES

BUYER INITIAL ☐ ☐

1. Built -to- order homes, completed homes, or spec homes under construction may be required to pay in advance for some options, extras, and changes to the original specs and plans of our standard prints. All payments must be made prior to starting the home. All payments are nonrefundable and are applied at closing to this home and this buyer. No exceptions. Checks are to be made out to Jerry's Homes, Inc. Jerry's Homes has the right to refuse changes to the home once it is under construction.

BUYER INITIAL ☐ ☐

2. **The initial purchase price on the Purchase Agreement has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be highly volatile, and sudden price increases could occur. Jerry's Homes agrees to use our best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of the contract, the Home Buyer agrees to pay the increased purchase price by the amount of such increase to Jerry's Homes. Additionally, if there are material availability issues needed to complete the construction of the home, closing dates are subject to change at any time.**

3. During construction if you would like to view your home, you or your agent must notify our Jerry's Homes listing agent prior to viewing. It will need to be scheduled after business hours and your agent must be present. You will be required to wear a hardhat while on site. Please make sure to re-lock the door handle, not the deadbolt, upon exiting to assure security. Home buyers are prohibited from altering the home in any way. No subcontractors/laborers will be allowed to perform any work on the home, other than those contracted by Jerry's Homes, Inc. Once you have had your home orientation, we request that you do not enter the home until final sign off with one of our field staff. If you do encounter field staff while on site, please note that they are not authorized to make changes that defer from what is already written in the purchase agreement. Any changes need to be addressed and agreed upon through an addendum signed by all parties. Changes will be subject to a change fee.

4. No changes can be made to a home once a closing date has been given.

5. Closing Home Orientation: The final closing home orientation will be scheduled directly with the homeowner and occur no sooner than five (5) business days prior to closing. At that time, a representative from Jerry's Homes, Inc. Warranty Department will accompany you as a tour is given. In the event the buyer is unable to be in attendance for the home orientation meeting, Jerry's Homes will require the buyer to sign and agree to a "New Home Orientation w/ Buyer Representative Acknowledgment Addendum" prior to the home orientation. After the closing, all correspondence will be made through Jerry's Homes Inc. Warranty Department to ensure proper documentation and follow up. You will be given a warranty packet at the time of pre-close that will explain this procedure. It is the homeowner's responsibility to schedule the eleven (11) month walk-through with the JHI Warranty Department. Jerry's Homes, Inc. as well as our contractors and suppliers will warrant the home for one (1) year from the date of closing.

BUYER INITIALS_____ _____ SELLER INITIALS_____

5. **Addendums: Any addendums or amendments written three (3) days past the acceptance of the sales agreement or any time after the Buyer BTO Start Sheet has been signed, will cost $500.00 PER CHANGE, plus the cost of the items on the addendum. No exceptions.**

Buyer Initial _____

6. Proceeds checks must be presented to Jerry's Homes, Inc. office at 3900 Westown Pkwy, West Des Moines, Iowa, before 3:30 p.m. on closing day. Closing is not complete until the proceeds check is received by Jerry's Homes. Please have your client make arrangements with their moving company in advance. Under no circumstances will you be allowed to move anything into the home prior to closing.

7. Jerry's Homes Inc. will not be responsible for any expenses due to change in rates or storage of belongings due to a delay in closing.

8. Inspection fees are a service required by the lender to benefit the Buyer. Jerry's Homes, Inc. will not be responsible for any inspection fees including escrow inspection. If an escrow inspection is required, it must be held at the time of closing.

Buyer Initial _____

9. Jerry's Homes does not guarantee lot pin placement, due to the construction process. The legal description of your property will govern where your lot lines are. For accuracy of placing fences, etc. that are affected by lot line locations, it is the owner's responsibility to have a Licensed Engineer locate the lot line corners. Fences and irrigation must be installed AFTER the installation of sod and final grading.

10. Although Jerry's Homes intends to file Property Tax Abatement Applications on all properties in cities where applicable, it is ultimately the buyer's responsibility to verify that Tax Abatement has been applied for and how much, if any, abatement is remaining on the purchase property.

11. All multifamily homes will be pre-treated for wood-destroying insects during the construction of each home. Single family homes will not be pre-treated for wood-destroying insects. Jerry's Homes will not be responsible for any future termite inspections or treatments.

12. Utilities: phone, internet, and cable services are out of Jerry's Homes Inc. control. It is up to the buyer to contact utility companies to verify if service is in that neighborhood.

13. The construction of your home has been done in compliance with all NPDES storm water permitting requirements. If, at the time of closing, vegetative cover of the soil has not been completed, Jerry's Homes agrees to complete such cover at the earliest available opportunity. Other than such cover, you agree that after closing you will be the sole responsible permittee to ensure that your property remains in compliance with the existing Permit No. 2, the existing storm water pollution prevention plan ("SWPPP") and any applicable ordinances affecting your property (a copy of these documents are located at Jerry's Homes, Inc. and are available upon request). You further agree not to alter the grading of the site or to undertake any activity that interferes with any storm water control measures on or near the property. You agree that you will prevent the loss, transfer or migration of any soil, silt, sediment, petroleum product, hazardous substance or solid waste from or beyond the boundaries of your property. You agree to defend, indemnify and hold Jerry's Homes, Inc. and its officers and agents harmless from any and all damages, claims, lawsuits, administrative actions, liabilities, fines, penalties, settlement amounts, cleanup costs, repair costs and/or attorneys' and consultants' fees caused by your acts (or failure to act) resulting in a violation of General Permit No. 2, the SWPPP, any ordinances applicable to the development or your property, or the above requirements.

14. Interior conditions: WARNING: Energy efficiency in this home is achieved by construction methods which reduce air infiltration and air changes per hour. This may result in a concentration of water vapor from cooking, showering, etc., which, at excessive levels, can cause property damage. Likewise, concentration of mold, radon or chemical compounds released from soil, household furnishings, personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Radon is a naturally occurring element in nature. While energy efficient building standards in new construction

BUYER INITIALS_____ _____ SELLER INITIALS_____

greatly reduce the radon levels in homes Owner can minimize adverse effects by proper utilization and maintenance of ventilation fans and/or other ventilation devices and by opening doors and windows to increase ventilation.

Buyer may perform radon testing at its own cost and expense. Notwithstanding, this Construction Agreement and contract are not subject to test results or buyers' dissatisfactions with same and this Construction Agreement remains binding. The purchase price does not include any radon mitigation systems. Any such devise would constitute an increase in the purchase price and a change order to the purchase price as provided in this Agreement.

BUYER HEREBY ACKNOWLEDGES THAT THEY HAVE BEEN INFORMED OF SUCH HEALTH RISK AND BUYER ASSUMES ALL RISKS OF DAMAGE OR INJURY WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH SUCH CONSTRUCTION METHOD AND HEREBY FULLY, FINALLY AND FOREVER RELEASES AND DISCHARGES CONTRACTOR, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS FROM AND AGAINST ALL CLAIMS, LIABILITIES AND EXPENSE AND DAMAGES THEREFROM WHATSOEVER, WHETHER NOW KNOWN OR HEREAFTER KNOWN, WHICH OWNER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST CONTRACTOR, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS REGARDING THE MATTER REFERRED TO IN THIS PARAGRAPH. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, FITNESS OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION METHODS.

ANY OFFERS RECEIVED BY THE LISTING AGENT BETWEEN 4:30 P.M. FRIDAY AND 8:00 A.M. MONDAY WILL BE PRESENTED AFTER 8:00 A.M. MONDAY MORNING.

All other Terms and Conditions of the Purchase Agreement to remain the same.

ADDRESS _____BUYER 1_____DATE_____

HOUSE PLAN_____BUYER 2_____DATE_____

BUYER'S AGENT_____DATE_____

JERRY'S HOMES_____DATE_____

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

SINGLE FAMILY HOMES

	Indi Run
Address	Community

BUYER'S INITIALS

_____ _____ Bylaws

_____ _____ Covenants

_____ _____ Site Plan

_____ _____ Jerry's Homes Subject to Sale Policy (if applicable)

Jerry's Homes One Year Warranty Guidelines will be provided at orientation

Buyer(s) acknowledge that Jerry's Homes DOES NOT have control over the timing of installation of franchise utilities (cable, internet, and phone). It is the buyer(s) responsibility to verify the availability of these services. The purchase agreement is not subject to the availability of franchise utilities. Jerry's Homes will not be held accountable for whether these utilities are installed prior to closing.

Stanbrough Realty	$300/ year
HOA Management Company	HOA Dues
_____	_____
Buyer	Date
_____	_____
Buyer	Date
_____	_____
Buyer's Agent	Date
_____	_____
Jerry's Homes	Date

Your first association dues payment will be due on the 1st day of the 1st month after your close date. Mail your check, payable to Indi Run Homeowners Association- Stanbrough Realty 2775 86th St, Urbandale, IA 50322.

All prices, plans, & features are subject to change without notice. The above information, although believed to be correct, is not warranted or guaranteed by the owner, listing firm, or listing agent.

BUYER INFORMATION

INFORMATION PROVIDED BELOW IS FOR SALES AND WARRANTY PURPOSES ONLY

BUYER 1

CURRENT STREET ADDRESS

CITY STATE ZIP CODE

EMAIL ADDRESS

PHONE NUMBER
(FOR CORRESPONDENCE WITH BUILDER + JHI WARRANTY DEPT)

EMPLOYER

BUYER 2

CURRENT STREET ADDRESS (IF DIFFERENT)

CITY STATE ZIP CODE

EMAIL ADDRESS

PHONE NUMBER
(FOR CORRESPONDENCE WITH BUILDER + JHI WARRANTY DEPT)

EMPLOYER

SELLING AGENT

REAL ESTATE COMPANY

PHONE NUMBER

EMAIL ADDRESS

LENDER

LOAN ORIGINATOR

PHONE NUMBER

EMAIL ADDRESS

NON-PREFERRED LENDER ADDENDUM

PROPERTY ADDRESS:
_____

Buyer has chosen to use a lender other than the Jerry's Homes preferred lender, Community Choice Credit Union (Susan Tinker Team). Buyer acknowledges that if the home does not close on the agreed upon close date due to lending issues, the buyer will be responsible for paying $100/day (starting with the agreed upon closing date) until the day of closing. Full amount to be paid directly to Jerry's Homes prior to closing.

_____ _____
BUYER DATE

_____ _____
BUYER DATE

_____ _____
BUYER'S AGENT DATE