**RIDER 10**

**TO PURCHASE AND SALE AGREEMENT**

[EIFS]

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| **DISCLAIMER: This Rider is not a final or complete instrument, and includes several options which may be included or deleted, and should not be executed in their present form. The HBAA and its local chapters do not assume any liability for damages arising from the use of this document and any exhibits and attachments thereto and give no opinion that any of the terms and conditions in this document or any exhibits and attachments should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties. Seek specific legal advice from your lawyer.** |

The terms of this Rider (the “Rider”) are hereby incorporated into and made a part of the Purchase and Sale Agreement Conventional Form (the “Agreement”) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Buyer”). Defined terms as used herein shall have such meaning as may be ascribed to such terms in the Agreement. To the extent of any inconsistency in the terms and conditions of this Rider and the terms and conditions of the Agreement, the terms and conditions of this Rider shall control. Seller and Buyer further agree as follows:

“The purpose of this Rider is to memorialize the advice by Seller to Buyer, parties to a contract for the construction (remodeling) of a residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the plans for which call for and specify an external insulation finish system commonly called EIFS or synthetic stucco. Buyer acknowledges that Seller has strongly urged Buyer not to utilize EIFS in this construction. Seller has suggested alternative finish systems including brick, vinyl siding, etc., and has agreed to install such alternatives on the following basis: (no extra charge) (at cost) ($\_\_\_\_\_\_\_\_\_\_ per thousand).

Buyer hereby elects to have EIFS in spite of Seller’s advice and waives any and all claims of whatever nature, whether related to warranty, workmanship, merchantability, habitability, bodily injury, or any other claim, however denominated, for the failure of the EIFS system and any consequential claims that may arise out of the failure of or characteristics of the EIFS system. Buyer hereby agrees to hold Seller harmless for any claims arising out of the use of EIFS on Buyer’s house, including attorneys’ fees and costs of litigation.”

 The parties hereto have initialed below evidencing and agreeing that this Rider is a part of the Agreement described above.

 **SELLER:**

 **\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_**

 **BUYER:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_**

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