**AMENDMENT TO AGREEMENT FOR THE CONSTRUCTION**

**OF A RESIDENTIAL DWELLING**

[Insured Home Buyer’s Warranty]

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| **DISCLAIMER: This Amendment is not a final or complete instrument, and includes several options which may be included or deleted, and should not be executed in its 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.** |

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| **OVERVIEW OF AMENDMENT: This Amendment provides for an Insured Home Buyers Warranty instead of the standard Limited Warranty. If this Amendment is chosen, the standard Limited Warranty which is Exhibit “C” to the Contract should be deleted from the Contract and the applicable Insured Home Buyers Warranty which applies to the transaction should be attached as Exhibit “C” in lieu thereof. Also, attach to the Warranty, the applicable Preoccupancy Inspection Agreement or the Acknowledgment of Acceptance.** |

The terms of this Amendment (the “Amendment”) are hereby incorporated into and made a part of the Agreement for the Construction of a Residential Dwelling (the “Agreement”) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owner”). Defined terms as used herein shall have such meaning as may be ascribed to such terms in the Agreement. This Amendment modifies and amends the Agreement and to the extent of any inconsistency in the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Anything in the Agreement to the contrary notwithstanding, Contractor and Owner further agree as follows:

1. Section 26 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“26. Limited Warranty/Preoccupancy Inspection. Owner and Contractor agree to ***[Complete the applicable limited warranty here, such as” the terms and conditions of the Home Buyers Warranty, as set forth in the “Home Buyers Booklet Workmanship Systems and Structural Limited Warranty Coverage”]*** (“Limited Warranty Agreement”) attached hereto as Exhibit C and made a part of this Agreement. The terms and provisions of the Limited Warranty Agreement have been fully negotiated between Owner and Contractor as a part of the negotiation of the terms and provisions of this Agreement. A sample copy of the Limited Warranty Agreement has been signed by the Owner simultaneously with the execution of this Agreement, and the terms and provisions thereof are an integral part of the terms and provisions of this Agreement. Owner and Contractor agree to execute, at the Closing, such documents as are necessary to cause the Limited Warranty Agreement to be in effect. Owner and Contractor agree to be fully bound by the terms and provisions of the Limited Warranty Agreement and agree that the Limited Warranty Agreement shall survive the Closing and the conveyance of title to the Property. Pursuant to the Limited Warranty Agreement, Owner and Contractor shall make a preoccupancy inspection of the Dwelling and shall either complete and execute the Preoccupancy Inspection Agreement attached to or incorporated into the Limited Warranty Agreement or execute, prior to the Closing, the Acknowledgment of Acceptance which is attached or incorporated in the Limited Warranty Agreement.”

1. The following legend is hereby added to Exhibit “C”: “Owner and Contractor should sign and date the first page of the Insured Warranty Booklet and the signed Booklet should be attached, in its entirety, as Exhibit “C” to the Agreement”.

All other terms and conditions of the Agreement shall remain the same and the parties hereto do ratify and affirm the Agreement as amended hereby.

**[Signatures are on the Following Page]**

IN WITNESS WHEREOF, Contractor and Owner have hereunto set their hands and seals as of the date shown below and, for all purposes of this Amendment, the effective date shall be the last date either party executes this Amendment.

 CONTRACTOR:

\_\_\_ By:

 Witness Its:

 Date of execution:

 OWNER:

 Witness

 Date of execution:

 Witness

 Date of execution: