



ADDENDUM TO NEW HOME SALES CONTRACT

(For use by Builders participating in a new home warranty security plan or who have elected to allow the homebuyer the option of participation in a new home warranty security plan)

ADDENDUM # _____ to Contract of Sale dated the _____ day of _____ 20____ between _____ and _____ Buyers, AND _____ Seller/Builder, for Property known as _____

NOTICE TO PURCHASER

The new home to be built under this Contract will be covered by a new home warranty that meets the minimum requirements established under Title 10, Subtitle 6, of the Real Property Article of the Annotated Code of Maryland. Before Buyer signs this Contract, Builder is required to give Buyer a copy of the warranty plan coverage Buyer will receive.

The name of the new home warranty security plan in which Builder is currently a participant is _____. Buyer is strongly encouraged to call the new home warranty security plan at _____ to verify (1) that Builder is in good standing with this company; and (2) that Buyer's new home will be covered by a warranty from this company.

If Builder is not a participant in good standing with this company on the date of this Contract, or if the new home has not been registered in the plan on or before the warranty date, then it is a material breach of the Contract; and Buyer is entitled to whatever remedies are provided by law, including, but not limited to, rescission or cancellation of this Contract; and, except in the case of a construction contract for a new home built on Buyer's own property, a refund of any money paid to the Builder for the new home.

On the date that Buyer first occupies the new home, settles on the new home, makes final payment to the Builder on the new home, or obtains an occupancy permit for the new home if the new home is built on Buyer's own property, whichever is earlier, Buyer will be provided with evidence that a new home warranty exists for the new home and that coverage begins on that date. Buyer will be provided with a signed new home warranty within 60 days from the date the coverage begins.

The terms used in this Notice shall have the same meanings as provided in Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland.

Note: The foregoing Notice is not applicable to homebuyers who have waived the right to warranty coverage in the case of a builder who participates in a new home warranty security plan which does not require the builder to register every new home that the builder builds.

DISCLOSURE OF HAZARDOUS OR REGULATED MATERIALS

Maryland law requires builders to either disclose any actual knowledge of any hazardous or regulated materials which are present on the site of the new home, **or** to state that the builder makes no representations or warranties as to whether any hazardous or regulated materials are present on the site of the new home.

Builder to check one:

☐ *Builder has actual knowledge of the following hazardous or regulated materials*

- | | |
|--|--|
| <input type="checkbox"/> Asbestos | |
| <input type="checkbox"/> Lead-Based Paint | |
| <input type="checkbox"/> Licensed Landfills | <input type="checkbox"/> Unlicensed Landfills |
| <input type="checkbox"/> Licensed Rubble Fills | <input type="checkbox"/> Unlicensed Rubble Fills |
| <input type="checkbox"/> Methane | |
| <input type="checkbox"/> Radon | |
| <input type="checkbox"/> Underground Storage Tanks | |
| <input type="checkbox"/> Other Hazardous or Regulated materials and Other Environmental Hazards Present on the Site: | |

OR

☐ *Builder makes no representations or warranties as to whether there is any hazardous or regulated material on the site of the new home.*

/
Buyers' Initials

Builder's Initials

Buyer has read and understands the above disclosures.

BuyerDate

BuyerDate

Builder

By

Date