

GREEN BUILDING ADDENDUM

This Addendum shall be incorporated into and made part of the "Primary Contract" dated _____, previously entered into by and between the Contractor and the Purchaser(s). All terms, provisions and conditions of the Primary Contract shall apply, except as may be specifically amended or supplemented by written terms set out in this Addendum.

1. SCOPE OF THE WORK

In accordance with the Primary Contract, the Contractor agrees to construct a single-family residence ("Home") upon the Premises. It is the parties' intention that the Home will be a certified "green building" (as defined by the Green Building Program so utilized).

The Purchaser(s) shall obtain all necessary approvals for design, construction methods, and materials from any architectural review board or Home Owners' Association as may be applicable, and shall bear all costs associated with obtaining these approvals.

2. GREEN BUILDING CERTIFICATION

Application will be made for certification of the Home as a green residential building in accordance with the requirements of the following Green Building Program:

_____ (program address – contact info.)

The level of certification to be sought is _____

Additional certifications, if any: _____

The Contractor shall submit the necessary green building certification application forms and supporting documentation and shall pay all costs associated with any application submissions, and certification verifications and/or approvals, including resubmissions.

Should certification be denied or otherwise not obtained at the level indicated in this Addendum, the failure to obtain the anticipated certification shall not void the Primary Contract or constitute a default. The parties agree to abide by and complete the Primary Contract for the construction of the Home, either without green building certification, or with certification at a lower level. In such circumstances, liquidated damages will be assessed in accordance with the schedule below. The parties agree that since actual damages would be difficult to precisely determine, this liquidated damages schedule represents a reasonable estimate of the damages that would occur in the following circumstances:

- 1. No certification obtained: \$ _____ liquidated damages
- 2. Certification obtained, but at a lower level than stated above: \$ _____ liquidated damages for each level lower.

3. TAX CREDITS, GRANTS, INCENTIVES AND REBATES

The parties agree to apply for the following green building and/or energy efficiency tax credits, grants, incentives and/or rebates:

Unless otherwise required by the furnishing program, it shall be the responsibility of the Contractor to apply for the listed grants and rebates, and the responsibility of the Purchaser(s) to apply for tax credits. All grant and rebate funds that are received shall be retained by the Contractor and credited toward partial payment of the Primary Contract purchase price. All tax credits shall go to the benefit of the Purchaser(s) and shall not result in an adjustment of the Primary Contract price. The parties agree to make a good faith effort to properly apply for the listed funds and tax credits but acknowledge that there are no guarantees regarding their approval or receipt. The period for funding eligibility may be limited, and programs may change or be discontinued. Failure to achieve approval or to receive any green building and/or energy efficiency tax credits, grants, and/or rebates shall not constitute a breach of this Addendum and shall not result in an adjustment to the Primary Contract purchase price.

(describe any adjustment to be made in the contract price resulting from the receipt of funds and or tax credits)

4. EXCUSABLE DELAY

In addition to and in supplementation of the instances of excusable delay listed in the Primary Contract, excusable delay shall include these additional occurrences that impede the progress of the work and that are outside the Contractor's direction or ability to control:

1. Delay in the green building certification process,
2. Delay in the delivery or the non-availability of specified materials and components,
3. Delay due to the non-availability of qualified technicians,
4. Delay due to performance issues with technology, or components,
5. Delay in the approval or receipt of green building and/or energy efficiency tax credits, grants, and/or rebates,
6. Or, by such additional occurrences that impede the progress of the work, and that are outside the Contractor's direction or ability to control.

5. MAINTENANCE

The Purchaser(s) shall have the responsibility on a regular basis to perform, or to contract for a qualified third party to perform, all recommended maintenance functions in accordance with the recommended schedule of maintenance, as prescribed by the listed manuals or manufacturers' instructions.