



THE RUSH CUSTOMER EXPERIENCE  
Building an Exceptional Future, Together.

At Rush, we are committed to exceeding our Customer's expectations on communications about your home.

To begin, in your purchase agreement, there is a closing date. That is the best estimate at the time of the contract and may vary for a variety of reasons including permitting, customer changes, buyer selections, and delays due to materials and suppliers.

We will do our best to keep you informed as dates change.

In our commitment to exceed your expectations we have selected milestones that we feel can best update you on the status of your home and forecast an estimated completion date.

Each home we sell is at a different stage of permitting, selection, construction and or complexity therefore our communications vary slightly depending on where your home is in the process.

**At Mutual Acceptance:** Once we have mutual agreement, we will send you a Welcome Letter confirming that we are in receipt of your contract and have begun working on delivering your new home to you.

**At Permitting Approval:** If at the time of mutual agreement, we do not yet have permits for your home, we will communicate with you once we receive the building permit.

**At Framing Completion:** As we complete framing, we will notify you and forecast your home completion. This date is still an estimate and could shift based on weather, production, inspections, etc.

**At Drywall Completion:** This is an exciting time as the inside of your home is taking shape. Again, we will provide an estimated completion date.

**At Hard Surfaces Installation:** This is the time we often are approximately 45 days from completion and ask that you begin to button up your financing arrangements and other housekeeping items on your end.

**Approximately 2 weeks prior to completion:** We will let you know the estimated completion date with a fairly high degree of certainty and set up the "Home Orientation and Walk Through" of your finished home.

**Closing of your home** often is 3-5 days after your "Home Orientation and Walk Through" depending on individual circumstances. Our goal is to deliver homes within 5 days of receiving the "Certificate of Occupancy" from the city or county your home is in.

Anytime you have questions on your home, we must ask that they are communicated in writing through your Real Estate Agent, or our Design Consultant when you questions pertain to your design choices.

We welcome you to our family and are committed to making this process go smoothly.

Sincerely,

Scott Walker, VP of Rush Residential



LEGACY PURCHASE & SALE CHECKLIST
Building an Exceptional Future, Together.

Buyer Name: \_\_\_\_\_

Address: \_\_\_\_\_

MLS #: \_\_\_\_\_ Lot #: \_\_\_\_\_

PLEASE DO NOT INCLUDE FORM 22K - UTILITIES, FORM 26 - PRESALE ADDENDUM OR FOR 35 - INSPECTION. All of this is covered in the Legacy Purchase Addendum.

Please use the following forms:

- One Page Legacy Purchase Form/ Buyer Information Form\*
Purchase & Sale Agreement Form 21
Financing Addendum\* or Evidence of Funds for Cash Buyers (Form 22EF) Form 22A
Optional Clauses\* Form 22D
Legal Description\*
Legacy Purchase Addendum\*
The Rush Customer Experience\*
Personalizing your Home/Addendum A\*
Notice to Buyers/Addendum B - Visiting Your Home\*
Copy of Home Plan initialed\*
Copy of Plat Map initialed\*
Initialed Standard Features included with PSA\*
Initialed Upgrade flyer included with PSA (only needed for houses under construction, not presales)\*
Copy of Earnest Money Check (made payable to Fidelity)
Pre-approval Letter (if using a different lender than preferred lender OnQ)
Pre-approval Letter from On Q Financial
Form 17

\*Please include on first page of Form 21 on Line 16



Lot #: \_\_\_\_\_

LEGACY PURCHASE FORM  
Building an Exceptional Future, Together.

BUYER INFORMATION

Buyer(s): \_\_\_\_\_

Current Address: \_\_\_\_\_

Contact Numbers: Cell: \_\_\_\_\_ Other: \_\_\_\_\_

Buyer(s) Email: \_\_\_\_\_

Selling Agent: \_\_\_\_\_ Selling Office: \_\_\_\_\_

Agent Phone: Office (Required Field): \_\_\_\_\_ Cell: \_\_\_\_\_

Selling Agent Email: \_\_\_\_\_

SALE DETAILS

NWMLS #: \_\_\_\_\_

Floor Plan: \_\_\_\_\_ Lot #: \_\_\_\_\_  Subject to Lot Premium + \_\_\_\_\_

Base List: \_\_\_\_\_ Total Upgrades/Premiums: \_\_\_\_\_

TOTAL OFFER PRICE: \_\_\_\_\_

Earnest Money Deposit - PLEASE CIRCLE: \$6,000.00 (under construction) OR \$10,000.00 (Presale)

\*Please make out Earnest Money Check to Fidelity National Title

SOC Per Listing Agreement: 2.5% of Base Price (minus Concessions) Selling Agent Initials: \_\_\_\_\_

Offer Contingent on Sale of Buyers Existing Home - Address or MLS #: \_\_\_\_\_

FINANCING INFORMATION

Buyer Qualified with Preferred Lender?\*  Yes  No

Lender Name: \_\_\_\_\_ Buyer Prequalified:  Yes  No

Loan Officer: \_\_\_\_\_ Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Loan:  VA  FHA  CONV  CASH  OTHER Down Payment: \_\_\_\_\_%

\*Buyer must pre-qualify with Dawn James at On Q Financial within 3 days of Mutual Acceptance of this offer.  
Please call 253-988-0425 or email dawn.james@onqfinancial.com.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Please submit this form to Ed Aro at EdAro@windermere.com OR fax to 253-851-0338.

Buyer acknowledges that this Purchase Form is intended to serve only as the basis for negotiating an agreement between the parties. Further negotiations are contemplations, although neither party is bound to continue negotiations. Neither party will be bound unless and until a definitive agreement has been executed and delivered by both parties. Neither party will rely on this form as binding on the other; any such reliance would be imprudent and unreasonable.



Building an Exceptional Future, Together.

1 The following is part of the PURCHASE AND SALE AGREEMENT, dated \_\_\_\_\_
2 between Rush Residential Inc. (Seller) and \_\_\_\_\_
3 (Buyer) concerning the property legally described as: Lot \_\_\_\_\_, Legacy
4 in the City of Gig Harbor, Pierce County, Washington, with Home Plan: \_\_\_\_\_

5 IT AS AGREED BETWEEN BUYER AND SELLER AS FOLLOWS:

6 Earnest Money: Earnest Money shall be \$6,000.00 (Under construction) or \$10,000.00
7 (Presale) paid to Fidelity Title Company, and credited to the Buyer at closing. Earnest Money is
8 considered a non-refundable construction deposit 30 days after Mutual Acceptance and shall be released
9 to the builder at that time.

10 Closing Agent shall be Fidelity Title Company, 5201 Olympic Drive NW, Suite 170, Gig
11 Harbor, WA 98335. Office # 253-851-1601, Fax # 877-236-3773. Seller receives a Builder's
12 discount rate on the escrow fee, which does not affect Buyer's normal competitive rate.

13 A Standard Title Insurance Policy shall be ordered through Fidelity Title Company.
14 This offer [ ] IS or [ ] IS NOT, contingent upon the sale of the Buyers home.

15 This home is: (Check One)

16 [ ] To Be Constructed (Pre-Sale): The Standard Features Exhibit is hereby attached and
17 incorporated into this agreement as Exhibit A-1. Options and upgrades may be selected during
18 this phase.

19 [ ] Under Construction: The Standard Features Exhibit is attached and incorporated into this
20 agreement as Exhibit A-1. Some options and upgrades not already ordered, may be selected
21 during this phase.

22 [ ] Complete: It is offered AS IS. Buyer confirms that installed features and options are
23 Satisfactory. The Standard Features Exhibit is attached for information only.

24 Buyer confirms receipt of the following:

25 [ ] Covenants, Codes and Restrictions (CC&R's)

26 [ ] Home Buyers Warranty 2-10

27 Legacy Community Association: Upon closing, Buyers pay a \$575.00 initial fee (\$500.00
28 Working Capital Contribution & \$75.00 new member fee). These fees are subject to change at any
29 time prior to closing.

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



30 Association dues are set by the Homeowners Association and are subject to change at any time. Currently the  
31 monthly dues are set at \$140.00 per month. Please refer to recorded CC&R's for payment processing and terms (See  
32 Homeowner Association and Dues).

33 Completion, Closing Date, Possession and Keys:

34 Completion is defined as when the permitting authority issues a Certificate of Occupancy. The exact  
35 completion date is not guaranteed. Buyer will be notified when construction is approximately 45 days from  
36 completion. A walk through/home owner orientation will be scheduled approximately 2 weeks prior to  
37 completion and done prior to closing.

38 Closing Date: Unless the home is already complete, the closing date contained in this agreement is only  
39 a best estimate of completion. Closing dates may be delayed when contingencies are not removed by  
40 the dates specified or the completion date must be extended by the Builder. This transaction is  
41 considered closed once the closing agent reports recording numbers to Builder.

43 Buyer may take Possession of the home when the transaction is closed. Keys will be made available  
44 to the Buyer once closing is confirmed.

45 Penalty for Failure to Close on time: Unless otherwise agreed to in writing, Buyer must close within 5 days  
46 of issuance of the Certificate of Occupancy or pay a penalty of \$150 per day to Seller.

47 Automatic Extension: If construction cannot be completed prior to the closing date, Seller is granted an  
48 automatic extension until Seller has obtained a Certificate of Occupancy. The extension shall not exceed  
49 4 months from the original closing date.

50 Removal of Contingencies: All contingencies expire and are considered waived within 21 days of mutual  
51 acceptance unless otherwise agreed in writing.

52 Home Sale Contingency:

53 Acceptable Price Opinion: If this Purchase and Sale Agreement is contingent upon the successful sale  
54 and closing of Buyer's current residence, then Seller's acceptance herein is subject to Seller's determination  
55 of the strength and soundness of Buyer's Broker's price opinion. Buyer or Buyer's Agent will provide said  
56 Broker's price opinion within 3 days of mutual acceptance. Seller will have 3 days to review and disapprove  
57 the Broker Price opinion in writing or it is deemed acceptable.

58 Property to remain on market: The Seller shall keep the property on the market and shall continue to show  
59 it until the Buyer removes this contingency. If the Seller receives an acceptable offer prior to the Buyers  
60 removal of this contingency, the Seller shall give the Buyer notice of Seller's intent to terminate this  
61 agreement. The Buyer shall then have 2 business days to waive this contingency.

62 Construction Delays: At the Sellers discretion, Permit applications may not be submitted and construction may not  
63 begin until all contingencies and if applicable, all design selections have been made and deposits have been received.  
64 If, for the Buyer's convenience, construction is delayed past the agreed upon contingency removal dates, the Seller  
65 may choose to terminate the agreement or adjust the purchase price to reflect any market changes.

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



66 Financing: Rush Residential has determined that it is in both Buyer's and Seller's best interest to work with an  
67 experienced new construction local lender and offers incentives to the Buyer to do so. The Preferred Lender for Rush  
68 Residential is:

69 Dawn James  
70 Phone: 253-988-0425  
71 On Q Financial,  
72 2727 Hollycroft St, Suite 360, Gig Harbor, WA 98335

73 Other Lenders: The Buyer is not obligated to use the Preferred Lender for financing.

74 Loan Application within Three Days: The Buyer must submit a loan application with a Lender, regardless  
75 of type of financing (i.e. Cash, Conventional, etc.), within three (3) days of mutual acceptance of this offer. The  
76 Preferred Lender, and any other lender must provide a loan qualification letter to Rush Residential, within 5 days of  
77 mutual acceptance.

78 Selection of Lender and Loan Commitment Letter: Once a lender has been selected, The Buyer must notify the  
79 Seller by providing an acceptable loan commitment letter from that lender within Fourteen (14) days of mutual  
80 acceptance. If an acceptable loan commitment letter is not received in this time, the Buyer must waive any financing  
81 contingencies or the Seller may rescind this agreement and return the earnest money. Buyer may not change lenders  
82 without written notification to the Seller.

83 FHA/RD/VA Financing: Seller shall not be responsible for Buyer's loan settlement costs that the lender is prohibited  
84 from collecting from the Buyer under VA/RD/FHA regulations. Seller shall not be responsible for payment of Buyer's  
85 portion of escrow fees. In the event Seller agrees to pay any portion of Buyer's closing costs, said costs shall be  
86 deducted from other credits Seller has offered, such as Buyer's loan and settlement costs.

87 Selection of the Preferred Lender will entitle Buyers to additional incentives:

88 Closing Credit of up to \$2,500.00 is available to Buyers financing with the Preferred Lender. The credit will be  
89 applied to allowable closing costs or design options at closing. This credit is not available for offers that are  
90 contingent upon the sale of Buyers' current home unless Seller agrees in writing to the sale price of the Buyers'  
91 property. If buyer closing costs are agreed upon and no design options are chosen: up to \$2,500 is paid by  
92 the Preferred Lender.

93 Reduction of non-refundable option deposits: (See Options Section)

94 Forfeit of Incentives: If the Buyer receives incentives for using the Preferred Lender and changes lenders  
95 prior to closing, all incentives received are forfeited and all deposits owed are due and payable immediately.  
96 If the payment is not made within 5 days of approval of change of lender, the Seller may terminate this  
97 agreement and retain all deposits.

98 Price increase to cover closing costs: In the event that the purchase price is raised to cover closing costs,  
99 etc. an additional 10% closing fee will be added for the increased amount commissions are paid on the base  
100 price only.

101 Seller not responsible: The Seller is not responsible the for expiration of the Buyers' loan commitment, penalties,  
102 loan fees or any other costs due to the estimated completion date not being met.

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



103 Buyer Responsibility to Inform Selected Lender: THE BUYER AGREES TO ENSURE THAT THE LENDER AND ANY  
104 OTHER INTERESTED PARTY IS MADE AWARE OF THE FINANCIAL TERMS OF THIS AGREEMENT.

105 Personalizing your home:  
106 Design Consultant: Within three (3) days of mutual acceptance, the Seller’s Design Consultant will contact  
107 the Buyer to assist with the selection and upgrade pricing. Design meetings are held on weekdays between  
108 9:00AM and 3:00PM.

109 Design Selections: Buyer selections of options, modifications, colors, lighting, carpet and hard surfaces  
110 not already ordered must be approved by the buyer within 3 days of receiving upgrade pricing from the  
111 Design Consultant. Extension of this selection period must be made in writing and may affect the home  
112 completion date.

113 Options paid in advance: All selected options are to be agreed upon and paid for in full within 3 days of the  
114 buyers approval to proceed with their upgrades. These funds are non-refundable at the time order is placed.  
115 Option payments are as follows:  
116 • Preferred Lender Clients: 50% Down Plus the balance due at closing, contract rescission or in the  
117 event Buyer changes lenders.  
118 • Other Lender Clients: 100% payment required.

119 Failure to include upgrade charges:  
120 In the event that the upgrade charges which are agreed upon pursuant to this agreement are not reflected in  
121 the closing statement and purchase price, the parties agree that the purchase price be adjusted to include  
122 the upgrades and the buyer, upon discovery of the failure to include those upgrades in the purchase price, pay  
123 the amount of the same to the seller directly within ten (10) days after written demand has been made for the  
124 same which would include an explanation as to why payment for the overcharges are due. At that time the  
125 closing agent would be instructed to amend the closing statement to reflect the increase in the purchase price  
126 and an amended excise tax affidavit be filed and the seller would then pay the additional excise tax due on the  
127 amount of the upgrades that were failed to be included in the purchase price in the initial closing documents.  
128 Plan Modifications: 100% deposit of \$5,000 plus a minimum price of at least \$1,200 for options or  
129 upgrades that involve the modification of wood or sheetrock. Inclusion of these modifications is at the  
130 Seller’s sole discretion and require a pre-paid \$250 review fee. Price increased to cover options: The  
131 Purchase Price shall be increased to cover the cost of options with advance payments being credited to  
132 Buyer at closing.

133 Termination based on design selections: Should the Buyer be unable or unwilling to continue at the end of  
134 the design selection period, this agreement will be terminated and the Earnest Money will be returned to the  
135 Buyer.

136 Unused Design Credits: In the event that Seller provided design credits are not fully used within 30 days of  
137 mutual acceptance of this agreement, the unused portions are surrendered back to the seller and are no  
138 longer redeemable. If an upgrade is not installed, the Buyer will be refunded the money paid for the upgrade  
139 as the sole and exclusive remedy.

140 Appraisal: Should the purchase price be increased to cover closing costs or Buyer selected options and the appraised  
141 price fails to meet the agreed sales price, Buyer must pay the difference between the sales and appraised price in  
142 cash directly to the Seller.

143 Installation of options after closing: Options not paid in advance or not required for construction or appraisal

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



144 purposes may be installed after closing unless otherwise agreed.

145 Construction:

146 Home Placement and exterior finish: The Seller has sole discretion as to the selection and placement of the  
147 home on the lot. If the construction of the home is subject to the approval of the Architectural Control  
148 Committee (ACC), Buyer agrees to abide by any ACC ruling.

149 Plans & Designs: Plans, drawings, specifications and design materials shall remain the sole and exclusive  
150 property of the Seller and will not be available to Buyer.

151 Insulation Values: All homes are Code Compliant and are subject to Local Energy Codes. Ceiling R-49,  
152 depending on local codes, at approximately 10"-12"; Interior home Walls R- 21 at approximately 5-5/8" thick,  
153 Floor R-30 at approximately 9-1/2" thick. Garage walls not required by code to be insulated are drywall only.

154 Plan Variations: No two homes are built exactly alike. It is not uncommon to have differences in style of  
155 concrete, landscaping, framing, wiring, cabinets, windows etc. All homes are built with the same quality m  
156 materials, but the above-mentioned items can and do vary from home to home. These variations are not  
157 considered defects and will not be changed.

158 Seller Modifications: Seller reserves the right to modify floor plans, exteriors, specifications, features,  
159 product types and substitute items of comparable quality without notice or obligation, in order to  
160 accommodate governmental / agency requirements or availability.

161 Access to Property by Buyer: YOUR NEW HOME IS AN ACTIVE CONSTRUCTION JOB SITE AND IS A  
162 DANGEROUS PLACE. The property belongs to the Seller until closing and only the Seller and the Seller's  
163 sub-contractors are authorized to enter the home and/or do work on the home or premises for any reason.  
164 The Buyer agrees not to enter onto the property or inside home during construction without consent of  
165 the Seller or Seller's Agent. Buyer is expressly denied permission to perform any work on the property  
166 prior to closing.

167 Questions about your home: Questions will arise during construction of your home. "Questions About My  
168 Home" can be addressed using our website, [www.rushresidential.com](http://www.rushresidential.com) on the contact us page, using the  
169 questions about my home contact form or by contacting the selling agent. Questions submitted on our  
170 website will receive a response in about 2 business days. Sales staff, production staff and sub-contractors  
171 cannot respond to production questions without approval of the superintendent.

172 No Verbal Representation: Realtors, Subcontractors, and Field Superintendents are not authorized to make  
173 representations for the Seller and the Buyer is cautioned not to make verbal inquiries or rely on any verbal  
174 representations.

175 New Home Orientation: The Seller will schedule a new home orientation for the Buyer prior to closing. Only the  
176 Buyers and the Seller representative should be present. Any item(s) requiring additional attention, and noted at  
177 the new home orientation, will be completed as soon as reasonably possible; but in no event will delay the closing  
178 process. Minor defects or deficiencies in construction, appliances, equipment or landscaping shall not justify the  
179 Buyer's refusal to close this transaction, at contract price, within the time provided. After closing, the Buyer  
180 acknowledges that it is Buyer's sole responsibility to provide access to home and property during Seller's normal  
181 working hours to ensure prompt correction of any deficiencies.

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_





182 Buyer's Third Party Home Inspection: The Seller encourages the Buyer to have the property inspected by a licensed  
183 home inspector prior to New Home Orientation. Inspections must be performed after installation of carpet and all  
184 fixtures and appliances, and at a mutually agreed to time during normal business hours. Inspection must be delivered  
185 to Seller prior to the New Home Orientation and Closing. All inspections must be scheduled through the Seller's  
186 Agent with access and timing approved by Seller. Inspection reports submitted to the Seller must include a copy  
187 of the inspector's license and credentials. Seller agrees in advance to correct items required by local building code,  
188 items required to obtain final Certificate of Occupancy and items that do not meet Rush Residential standards as  
189 stated in the HBW 2-10 WARRANTY. Any items noted by the inspector that do not fall under these requirements  
190 may not be completed by the Seller and shall not be cause to terminate the sale. The terms of NWMLS Form 35 are  
191 superseded by this agreement.

192 Warranty:

193 HOME BUYER WARRANTY 2-10: The only warranty expressed or implied provided by the Seller is the HBW  
194 2-10 Warranty, which by reference is incorporated herein as if fully set forth. No other warranties are given,  
195 expressed or implied and the Buyer agrees to accept the property and the home constructed thereon in "AS IS"  
196 condition. THE PARTIES AGREE THAT IN THE EVENT THERE IS ANY DISPUTE OR DISAGREEMENT BETWEEN  
197 THE PARTIES OR ANY ISSUE CONCERNING THE WARRANTIES GIVEN HEREUNDER, ALL SAID DISPUTES SHALL  
198 BE RESOLVED BY MANDATORY BINDING ARBITRATION AS IF SPECIFICALLY SET FORTH IN THIS AGREEMENT.  
199 The Buyer, by initialing herein, agrees to be bound by all of the terms and provisions of this paragraph.

200 Manufacturer Warranties: Certain Manufacturers provide warranties that are direct between Buyer and  
201 Manufacturer, for example appliances. At the time of Home Orientation, Seller shall provide information and assign all  
202 applicable manufacturer warranties to Buyer.

203 Dispute Resolution:

204 Prior to Closing: In the event there is any dispute or disagreement of any kind between Buyer and Seller, the Seller,  
205 at its sole option, shall have the right to rescind the Purchase and Sale Agreement by giving written notice to the  
206 Buyer, together with a return to the Buyer of that portion of earnest money and option deposits which have not  
207 been expended on the Buyer's behalf. Upon receipt of this notice by the Buyer or Buyer's agent, the Purchase and  
208 Sale agreement will be immediately terminated. Buyer agrees that in the event the seller makes such an election,  
209 that the refund of these funds shall be their sole and exclusive remedy as to any claims the Buyer may have against  
210 the Seller arising out of or in connection with this agreement.

211 After Closing:

212 Builders Warranty Claims: Buyer shall present all claims for breach of the Home Buyers 2-10 Warranty within 30  
213 days of the time that the deficiency is discovered, or in the exercise of reasonable diligence, should have discovered  
214 the defect. All such warranty claims shall be made in accordance with the Home Buyers 2-10 Warranty, a copy of  
215 which the Buyer acknowledges having received.

216 Non Warranty Claims: All claims, disputes and controversies arising out of or relating to this Purchase and Sale  
217 Agreement and all attached addendums other than those provided in the immediately two preceding paragraphs  
218 entitled Dispute Resolution: Prior to Closing, Dispute Resolution shall be commenced by providing written notice of  
219 the claim or dispute to the other party. In the event that the parties have failed to resolved the claim or dispute  
220 within 30 days of such notice, as a precondition to any other method of dispute resolutions, Buyer or Seller must  
221 commence action of the claim or dispute at the Pierce County Center for Dispute Resolution. Each party will pay  
222 one-half of the cost of such mediation. Notice of a request for such mediation shall be sent by the requesting party  
223 to the other party by certified mail, return receipt requested.

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



224 In the event that the claim or dispute is not resolved in mediation, either party may commence arbitration  
225 proceedings before a single arbitrator pursuant to RCW 7.04. Each party shall pay one-half of the cost of the  
226 arbitrator. Neither party shall be entitled to attorney’s fees or costs from the other party. This provision regarding  
227 attorney’s fees shall supersede any other provision contained in the Purchase and Sale Agreement or any addendums  
228 thereto-regarding attorney’s fees. The arbitrator shall conduct the arbitration hearing at a time and place set  
229 provided that such hearing must occur within 90 days of the appointment of the arbitrator. The decision of the  
230 arbitrator shall be issued within 30 days of the hearing and shall be final and judgment may be entered upon or in  
231 accordance with the applicable law of any court having jurisdiction thereof.

232 Attorney’s Fees: In the event arbitration proceedings are instituted pursuant to the provisions of this Agreement,  
233 each party shall be responsible and pay for all of said party’s attorney’s fees and costs and that neither party shall  
234 recover reimbursement of attorney’s fees from the other. However, in the event the Buyer, in violation of the  
235 provisions of this Agreement, institutes a legal action in Superior Court and the seller is successful in dismissing said  
236 action in having the matter submitted to arbitration as provided for under the terms of this agreement, then in that  
237 event the Buyer shall pay the attorney’s fees of the seller in undating such dismissal and order requiring arbitration.

238 Arbitration Of Warranty Claims: All claims, disputes and controversies between Seller and Buyer arising from or  
239 relating to alleged defects in the home or the property which are asserted by Buyer after the Buyer’s closing of  
240 the purchase of the property shall be submitted to binding arbitration commenced and conducted in accordance with  
241 the arbitration provision of the most recent edition of the HBW 2-10 Warranty, as published on the date of the  
242 execution of this Agreement and has been made available to the Buyer and is incorporated into and made part of this  
243 agreement by reference.

244 Homeowner’s Association & Dues: Upon closing, Buyers will become members of the community Homeowner  
245 Association (HOA), a non-profit corporation organized under the laws of the State of Washington. This association  
246 provides for the assessment and collection of a one-time initial fee from each Buyer referred to as Working Capital.  
247 This fee is collected at closing and will be paid directly to the HOA, to partially reimburse expenses for neighborhood  
248 improvements and maintenance, on behalf of the Association. The HOA will also assess monthly dues for each lot  
249 owned by each member to maintain and improve common areas. The monthly dues shown on page 2 represent the  
250 known dues for the current fiscal year and will be prorated at closing. These dues are subject to change at any time.  
251 Please refer to the recorded CCR’s for payment processing and terms.

252 General Provisions:

253 Model Homes: Interior and exterior decorations and appliances, such as window coverings, valances, washer, dryer,  
254 and refrigerator are displayed in the model home for illustration purposes only. Model homes may also feature  
255 security systems, decorative wall paint, optional cabinetry and millwork, upgraded landscaping, decking, and/or patio,  
256 exterior lighting and/or lampposts, which are not included in the base price of the home. The Buyer has received the  
257 Standard Features Addendum and has not relied on verbal representation.

258 Purchasing a Model Home: If the property is a home that has been used as a display model, Buyer accepts the home  
259 in its existing condition unless otherwise agreed in writing.

260 Included Items: NWMLS Form 21, Line 5 is waived. The stove/range, dishwasher, garbage disposal and microwave  
261 are included in the base price of the home. All other appliances screens, fences, garage door openers, etc. are options  
262 unless specifically listed in the Standard Features Addendum.

263 Utilities: NWMLS Form 22K is waived. The Seller will provide a list of utilities at the Homeowner Orientation. Buyer  
264 agrees to notify utilities companies (gas, water, sewer, electricity,etc.) and make necessary arrangements to transfer

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



- 256 billings effective as of the date of closing or possession, whichever is first
- 257 Easements: The Buyer acknowledges that the property may have easements and accepts this at the time of signing
- 258 this agreement.
- 259 Buyer obligation to Verify: The Seller, Listing Broker, and Selling Broker make no representations concerning: (a)
- 260 the lot size; (b) the square footage of any improvements on the Property; (c) whether there are any encroachment
- 261 (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer agrees to verify lot
- 262 size, square footage, and encroachments to Buyer’s own satisfaction.
- 263 Commissions: The commission rate to Selling Broker is 2.5% of list price and included packages (interior, exterior,
- 264 garage extension, and lot premium) only if included in list price. Commissions are not paid on individual upgrades,
- 265 custom changes, fees, or anything added after mutual acceptance of the agreement.
- 266 Buyer Expenses: Seller is not responsible for rent, storage, or any other expenses related to the Buyer moving into
- 267 the home.
- 268 This Agreement shall supersede and prevail in any conflict between the NWMLS Form 21, Purchase and Sale
- 269 Agreement and all addenda to which this is attached. Changes to the standard form of this addendum shall prevail,
- 270 provided both parties initial them.

\_\_\_\_\_ Date: \_\_\_\_\_  
 Scott A Walker  
 Vice President, Rush Residential, Inc.

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



## PERSONALIZING YOUR HOME...

We aim to move every new homeowner into an exceptionally crafted home that will serve and inspire for years to come.

Available design choices are dependent upon the phase of construction when the home is purchased. Outlined below are the guidelines for availability of selections.

- If the building permit has been received all foundation, framing, elevations, exterior colors and windows have been determined and confirmed.
- If framing has begun, all rough in plumbing, heating and electrical selections have been determined and confirmed.
- If the roof is being installed, all cabinet, millwork and paint selections have been determined and confirmed.
- If the drywall is being installed all selections for the homes have been determined and finalized. No changes are allowed at that time.

We pride ourselves in offering our new home buyers a chance to express their individual taste and personal lifestyle. At your design meeting, a Rush Design Consultant will assist you through every step of the home selection process and assist you in creating a home that will not only incorporates current trends but colors and design choices that will withstand the test of time. The meetings are designed to be fun, creative and inspiring with the end result offering you as the new homeowner a “window” into the final look of your personalized home.

- Upon mutual acceptance, the Buyer will be contacted by the Rush Design Consultant who will assist with design selections and option pricing. The design meeting will generally take about 2 hours and will include all color and design selections as well as option pricing requests. The Buyer has 14 days from the time of the design meeting to finalize selections and options.
- Option payments are due at the time selections are finalized. A 100% deposit is required by those choosing an alternate lender. If using the preferred lender a 50% deposit of all upgrade options
- The Design Consultant is available throughout the building process to answer or field any questions regarding the home.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



This is part of the Purchase and Sale Agreement dated: \_\_\_\_\_

Buyers Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

## NOTICE TO BUYERS AND SELLING BROKERS

### Visiting Your Home during the Construction Process:

Rush Residential makes every effort to accommodate clients' excitement to visit the home throughout the construction process. However, it is important to be aware that due to liability and insurance issues, Rush Residential's construction workers cannot work while separate 3rd parties are present in the home (buyer, agents, etc.). Due to the increase of buyer's home visits during the work week, Rush requires that all buyer visits take place on the weekends or after normal construction hours with their agent present and with an appointment made through the Listing Office. Please understand that any impromptu drive-bys or visits can cause production delays.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Selling Broker

