

Construction Clauses

Schedule 'A'

1. The Vendor shall construct, or caused to be constructed, the building in accordance with the Building Specifications, all applicable building codes, and by-laws for the jurisdiction in which the Property is located, and all permits required for the development of the Property and construction of the building.
2. The Vendor will, at its sole expense, obtain all necessary permits and approvals required for the development of the Property and construction of the building. Upon closing, the Vendor shall provide copies of all such permits including any occupancy permit issued by the appropriate authority.
3. The Purchaser along with its agent, at its sole risk and liability, and with its full indemnity of the Vendor for any harm to persons or property, may visit the Property and Building at the time of each payment draw upon no less than 48 hours written notice provided that such attendance on the Property shall not impede the Vendor's work or progress.
4. No changes to the Building Specification shall be permitted unless a Change Order in the form attached to this Schedule "A" is completed and signed by both the Vendor and Purchaser.
5. The Vendor shall deliver the building in a professionally cleaned state with all rubbish and constructions materials removed from the Property.
6. Upon closing, the building will be enrolled in the LUX New Home Warranty Program and the Vendor and Purchaser shall both be required to complete all inspections and certifications required to confirm such enrollment. A New Home Warranty Certificate will be supplied on closing.
7. Upon closing the Vendor will provide a location certificate in the Purchaser's name showing the location of the building and well within the Property.

Signature: _____

Dated: _____

Witness: _____

Dated: _____