



## **Builder's Addendum – Inspection, Construction, and Site Conduct Clause**

### **1. Buyer's Inspection Requests**

All inspection requests made by the Buyer must be submitted in writing and formally acknowledged by the Builder prior to scheduling or commencement of any inspection activities. Informal, verbal, or third-party notices shall not be deemed valid inspection requests under this Agreement.

### **2. Construction Continuity**

The Builder shall not be required to halt construction, grading, or site preparation to accommodate any inspection requested by the Buyer. Construction shall proceed according to the Builder's timeline and schedule, and any inspection must occur in coordination with the Builder's ongoing work, provided such inspection does not create safety or logistical conflicts. The Builder is not responsible for performing any additional site preparation, structural modification, or construction adjustment to accommodate a Buyer's inspection request.

### **3. Access and Coordination**

The Builder will provide reasonable access for Buyer's inspectors as permitted by law, provided that such access is coordinated in advance and does not interfere with construction progress, safety, or subcontractor scheduling.

### **4. Job Site Safety and Access**

For the safety of all contractors, personnel, and clients, no client shall enter the job site without the prior knowledge and written approval of the Builder. Clients must be accompanied by the Builder or their real estate agent during any site visits. Clients shall not communicate directly with contractors or subcontractors on-site. Any concerns, questions, or issues must be communicated through the Builder or authorized real estate agent only.

### **5. Walkthrough Requirements**

Each scheduled walkthrough or site visit requires that all participants sign and date a Hold Harmless Agreement prior to entry. This document will be provided by the Builder or the Buyer's real estate agent.

### **6. Upgrades, Selections, and Change Orders**

All upgrades and change orders must be paid in full immediately upon request and are non-refundable. All change order requests must be submitted at least seven (7) days prior to execution. The Builder will utilize preferred subcontractors only. No outside subcontractor will be permitted to perform any work on the property until after closing and ownership transfer. Any choices or selections offered to the client must be finalized within 48 hours of presentation. If the Buyer fails to make selections within that timeframe, the

Builder reserves the right to make selections on the Buyer's behalf. A \$225 change order fee, a \$200 restocking fee, or 5% of the cost of the change order (whichever is greater) will apply if a change is requested after material delivery. All change orders are final, and the Builder reserves the right to cancel any change order without notice.

## **7. Delay Responsibility**

Any delay caused by Buyer-requested inspections, weather conditions, or scheduling conflicts shall not be attributed to the Builder. The Buyer agrees that no extensions, penalties, or claims shall be made against the Builder as a result of such delays.

## **8. General Provisions**

This Addendum shall be incorporated into and made part of the Purchase Agreement. In the event of any conflict between this Addendum and the Purchase Agreement, the provisions of this Addendum shall control with respect to construction, inspection, and job site matters.

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

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Builder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Builder's Addendum – Updated October 2025**