



Liscott Custom Homes, Ltd. / Home Purchase Agreement

Date: 6/23/2020

Buyer(s): Ben Smith Phone: 402-304-3685
 Buyer(s): Holly Smith Phone: _____
 Address: PO Box 25719
 City, State, ZIP: Silverthorne, CO 80497

Home-site Address: 101 Muledeer Ct.
 City, State, ZIP: Dillon, CO 80435
 Manufacturer: Heritage Homes Model: Dillon E

Home/Building Base Price (does not include options):	\$ <u>412,768.45</u>
Home/Building Options & Features:	\$ <u>135,517.00</u>
Home/Building Base Price + Options Total:	\$ <u>548,285.45</u>
State Sales Tax:	\$ <u>7,262.63</u>
County Sales Tax:	\$ <u>2,504.36</u>
Sales Tax Total:	\$ <u>9,766.99</u>
Freight:	\$ <u>Included</u>
TOTAL HOME/BUILDING PRICE:	\$ <u>558,052.44</u>

Less Plan Deposit Payment:	\$ < <u>6,000.00</u> >
Balance Prior to Build Deposit:	\$ <u>552,052.44</u>
Build Deposit Payment: (Date rec'd: _____)	\$ <u>223,220.00</u>
Production Completion Payment:	\$ <u>223,220.00</u>
**(Balance due upon completion by manufacture)	
Delivery Payment:	\$ <u>105,612.44</u>
**(Balance due upon delivery to site or designate area and before installation/set)	

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Set & Trim: If set and trim are included in the purchase agreement or later addendum to this purchase agreement, the set includes placing the Home/Building on the foundation with a crane, attaching the Home/Building to the foundation and roof cap installation (if applicable). Trim to include interior trim and exterior trim if included in the above pricing. Buyer acknowledges receipt of Seller's specific interior and exterior trim disclosure which Buyer(s) agrees to and has separately signed. Homes/Buildings with garages do not come with garage doors and must be purchased and installed separately by purchasers.

Finance/Payment: Sale contingent on permanent financing approval. Prior to ordering the Home/Building from the factory, a Build Deposit Payment (in the amount stated above) is required from the buyer(s) or their construction loan as well as a bank/financing company signed Letter of Commitment or establishment of an escrow funds account or Irrevocable Letter of Credit committing full funding of this Purchase Agreement if a bank or finance company will not be involved.

In this contract "I" or "me" refers to Buyer(s) and "you" refers to Liscott Custom Homes, Ltd. a.k.a. Liscott. Subject to the terms and conditions contained in this agreement, you agree to sell, and I agree to buy the unit described herein.

Delivery/Title: Title to said equipment shall remain with you until the agreed purchase price is paid in full, thereupon title to the within described unit passes to me as of the date of full cash payment, even though actual delivery may not be made until a later date. I certify that I will take delivery of my building/home no later than ten (10) days after it is built. If I cannot take delivery of my building/home within ten (10) days, I am aware that interest will start accruing on the balance of the building/home at 18% per annum less non-taxable items. I am also aware that if Liscott Custom Homes, Ltd. must store my building/home until I am able to take delivery, I will be responsible for a \$30/day storage fee.

You and I certify that the additional terms and conditions printed on the following pages of this contract are agreed to as part of this agreement. I am of statutory age or have been legally emancipated. I am purchasing the above-described home/building and the optional equipment and accessories (if included) voluntarily. You and I agree that if any paragraph or provision violates the law and is unenforceable, the remainder of the contract will be valid.

Liscott Custom Homes, Ltd.

Jon Rein

Buyer(s):

[Signature]

Buyer(s):

[Signature]

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ADDITIONAL TERMS AND CONDITIONS

A. DEFINITIONS. As used herein the following terms are defined as: "Seller" shall mean Liscott Custom Homes, Ltd.; "Set" shall mean the placement of the home/building on Buyer's foundation and attachment to the foundation, by use of a crane, unless otherwise stated under specific remarks, lag bolting sections of the home/building together, and attachment of the home/building to Buyer's sill plate, and roof cap installation (if applicable). Set may also include other items as set forth on Seller's separate Set and Trim Disclosure; "Site" shall mean Buyer's designated property where Seller shall deliver the home/building; "Unit" shall mean the home/building purchased by Buyer(s) herein. "Manufacturer" shall mean the company constructing the home/building.

B. PURCHASE/SALE/PAYMENT. Subject to the terms and conditions stated in this agreement, Buyer hereby agrees to purchase, and Seller agrees to sell the home/building described above. Buyer shall pay Seller an initial fee to order modular drawings of the home/building, which fee is non-refundable. Buyer shall pay Seller a Build Deposit (in the amount stated on the front of this agreement) and provide Seller with proof of permanent financing arrangements or irrevocable letter of credit, at which time Seller shall order the home/building. The Build Deposit payment is non-refundable as are any other additional monies placed as payment toward the total purchase price of the home that may be required. This sale contract is specifically contingent upon approval by an officer or broker of Seller. Buyer agrees that the balance owed to Seller shall be paid as scheduled and full payment in the form of cash, certified funds or wire transfer must be received upon delivery of the unit to Buyers site and prior to set upon the Buyer's foundation.

Dealer has a separate fiduciary account for the escrow of the home/building-sale down payments pending delivery of the manufactured home/building and a letter of credit, certificate of deposit, or surety bond filed with the Colorado Division of Housing for the repayment of home/building sale down payments pending delivery of manufactured home/building.

C. CHANGES BY MANUFACTURER. Buyer understands that the manufacturer may make changes in the model, the designs, or any accessories and parts at their discretion at any time. If the manufacturer does make changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit the Buyer is purchasing and covered by this order, either before or after it is delivered to the Buyer(s).

D. DELIVERY AND PLACEMENT. If delivery of the unit is included in the purchase price, or if there is a charge for delivery in this agreement, Seller agrees to transport the unit to Buyer's designated site. Seller's agreement to transport the unit, as well as the delivery price set forth herein, is based upon Buyer's assurance that travel is along all -weather surface highways and roads, which roads will be open and accessible from the point of origin to point of delivery during the period of transportation of the unit. Buyer(s) assumes full responsibility for the proper preparation of Buyer's site to both receive and locate the unit. If Seller is required to hire extra labor and/or equipment in order to deliver and place the unit because of any condition not previously disclosed by Buyer(s) to Seller, Buyer(s) will reimburse Seller for all additional costs incurred. Buyer(s) understands and agrees that Seller cannot guarantee proper placement of the unit unless placed on an engineered foundation, running below the frost line, has first been prepared. Buyer(s) understands that the unit may not remain level unless placed upon a properly constructed foundation. Buyer(s) agrees to pay all labor and materials cost if the unit must be re-set as a result of sinking or other failure of Buyer(s) foundation. If for any reason, Buyer(s) is unable to take delivery at the time of the unit's arrival, Buyer(s) agrees to reimburse Seller for all costs associated with such delay, including reasonable storage charges, additional transportation costs incurred, any additional labor costs and interest on all said sums at the rate of 18% per annum. Set shall include placing unit on Buyer's foundation with a crane or other similar system, bolting the unit together as may be appropriate, and attachment to Buyer's sill plate. Set shall also include roof cap

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installation (if applicable) in accordance with manufacturer's specifications. Buyer(s) acknowledges that set may include other items and may not include certain items, depending upon the unit purchased. Buyer(s) acknowledges receipt of Seller's specific delivery and set disclosures, which Buyer(s) agrees to and has separately signed.

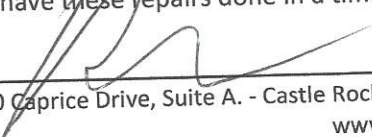
E. DELAYS. Buyer(s) acknowledges and agrees to hold Seller harmless from delays caused by manufacturer, weather, accidents, strikes, other natural disasters or from any other source beyond Seller's control. Buyer(s) understands that any date for delivery quoted by Seller may be subject to change depending upon conditions beyond Seller's control. In the event of any such delay, the proposed delivery date shall be accordingly adjusted. If manufactured home/building delivery takes place more than sixty (60) days after the delivery date set forth in this contract, or more than sixty (60) days after the date of satisfaction of preconditions listed in or attached to this contract, Dealer will (at Dealer's sole discretion) either (1) refund Buyer's home/building sale deposit or (2) pay Buyer a reasonable per diem living expense, agreed by Dealer and Buyer(s) to be \$ 137.00 /day. For the days between the delivery date specified herein or the sixty-first (61st) day after the delivery preconditions set forth herein have been met, whichever is applicable, and the actual date of delivery, unless the delay in delivery is unavoidable or caused by Buyer(s). Buyer(s) may have no legal right to rescind this contract absent delinquent delivery of the manufactured home/building or the existence of a specific right of rescission set forth in this contract.

F. Insurance. Buyer(s) understands and agrees that Seller is not an insurance company and that Seller is not providing insurance to Buyer(s) with respect to the unit, Buyer(s) understands and agrees that Seller's insurance covers the unit only during transport. Seller's insurance coverage terminates upon delivery of the unit to Buyer's site. Buyer(s) agrees that upon delivery, in addition to payment of the remaining purchase price, Buyer(s) shall provide Seller with proof of Builders Risk Insurance in force of insurance covering the entire unit from any type of hazard or loss. Buyer(s) assumes all risk to the unit, to whatever extent, after delivery to site and before placement/set. Buyer(s) specifically agrees to hold Seller harmless from any cause of action, claim or damage, which may result, to the unit after delivery to Buyer's site.

G. Connections, Permits and Changes. Buyer(s) understands that Seller is not responsible for plumbing, electrical connections, connection of natural gas or propane appliances, HVAC systems or waste venting, for obtaining health and sanitation permits, or for obtaining any local, county or state permits required because of zoning laws. Buyer(s) agrees that they will hire licensed plumbers, HVAC or electricians to perform such work and to obtain necessary permits. Buyer(s) understands that Seller is not responsible for making changes to plumbing, HVAC, electrical connections or wiring, or any other construction changes required by special building ordinances or other laws. Buyer(s) understands that sewer connections must be stubbed out of the ground, water lines capped, and electrical lines connected to a meter pole with proper receptacle within 20 feet of the electrical box inside the unit. Buyer(s) understands and agrees to pay for all costs needed for such items and for any changes needed with local, county or state laws and zoning permits. Should Liscott act as General Contractor and a General Contracting Agreement is executed Section G is null and void.

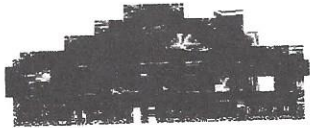
H. Manufacturer's Warranties/Home-owner's Responsibilities. Buyer(s) understands that there may be written warranties covering the unit purchased, and the unit's appliance(s) or component(s), which have been provided by the manufacturer of the unit or manufacturer of appliance(s) or component(s). Seller will give Buyer(s) copies of any and all warranties supplied by the manufacturers. Buyer(s) understands that such warranties are not provided by Seller and Buyer(s) agrees to look solely to the manufacturer for warranty coverage and repair.

Buyer(s) also understand there may be items that the manufacturer's warranty covers but need immediate attention (i.e. hot water heater pilot light not staying lit, breakers tripping, etc.). LCH advises Buyer(s) to contact local contractors to have these repairs done in a timely manner. LCH or the manufacturer will reimburse the



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Buyer(s) if it is related to the manufacturer's warranty. Buyer(s) must keep all receipts and invoices for these repairs. If Buyer(s) would prefer LCH to take care of these matters, they will incur a minimum \$150 trip charge plus the cost of labor and material unless related to a manufacturer's warranty item.

- I. **Exclusion of Warranties.** Buyer(s) understands that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded by Seller from this transaction and shall not apply to the goods sold. Buyer(s) understands that Seller makes no warranties whatsoever regarding the unit, or any appliances or components contained therein, except as may be required under applicable state law.
- J. **Default.** If Buyer(s) defaults under the terms of this agreement, for any reason, Buyer(s) agrees that Seller's damages are difficult to estimate and quantify and, therefore, agrees that Seller may retain Buyer's deposit as liquidated damages for breach of this agreement. Seller also will retain ownership of the home and will attempt to sell the home to another Buyer. Buyer(s) will not have any rights to the home or received any refund of the Build Deposit or any other monies paid to Seller. Seller shall have all rights provided to it under Colorado UCC including, but not limited to, the provisions of C.R.S. 4-2-708, 4-2-710 and 4-2-718. Additionally, Buyer(s) shall be liable to Seller for any other costs and expenses incurred by Seller as a result of Buyer's breach of this agreement. Buyer(s) agrees to pay attorney's fees, expert witness fees and court costs incurred by Seller as a result of any breach of this contract by Buyer(s). Buyer(s) agree any disputes will result in mediation prior to legal action. If mediation is not successful Buyer(s) agree to arbitration proceedings. Buyer(s) agree that "Choice of Venue" will be Douglas County if any legal action is taken by either party. Buyer(s) may file a complaint for a refund of a down payment held in escrow by a Dealer with either the Colorado Attorney General or the District Attorney for the judicial district where this sale occurs. Buyer(s) may also bring civil suit against Dealer under Colorado Consumer Protection Act, C.R.S. & 6-1-101 *et seq.* for violation of the provisions of the Colorado Consumer Protection Act concerning sellers of manufactured homes.
- K. **Miscellaneous Provisions.** 1. Buyer(s) acknowledge having read this agreement, having understood the agreement and acknowledges that it is entering into this agreement voluntarily. Buyer(s) acknowledges receipt of a copy of this agreement and all related contract documents. 2. Buyer(s) agrees that this agreement may not be modified unless such modification is in writing and signed by both Buyer(s) and Seller. 3. Buyer(s) agrees that if any provision of this agreement is held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect. 4. Buyer(s) acknowledges that this document and any attached documents, contain the entire agreement between Buyer(s) and Seller and that no representations or statements made by Seller, it's employees and agents, shall be binding unless set forth in writing herein. 5. Buyer(s) agrees that any litigation, which may result from this contract or regarding the unit sold, shall be brought in the District or County Court of the City and County of Denver, Colorado.

By signing below the Buyer(s) acknowledge and agree to the Terms and Conditions set forth above.

Buyer(s) _____
[Signature]

Date: 12/18/20

Buyer(s) _____
[Signature]

Date: 12/18/2020

_____ **Initials** _____
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Delivery, Set-up and Trim Disclosures

Date: 06/23/2020

Set-up Includes:

IRC MODULAR HOME/BUILDING

- Placing home/building unit(s) on foundation using a crane or other methods necessary, joining sections together using lag bolts and attaching home to the customer-provide sill plates as recommended by manufacturer installation guide. Roof cap installation per drawing unless otherwise noted.

Trim includes the following (If items are shipped with the home/building):

Transport, Crane and Set:

- Transport of the home from the Manufacturer to the customer’s site or staging area. Site visit is required once plan drawings/engineering /foundation have been completed.
- Crane service to set home/building unit(s) onto customer provided foundation/sill plates/beam.
- Attachment of the home/building unit(s) to the foundation per the factory set manual. A licensed set crew will be used by Liscott.
- Installation of roof cap shingles. Owner understands that installation of shingles in cold weather (55 degrees Fahrenheit or colder) may prohibit shingles from adhering properly per manufacturer’s installation guidelines.

Exterior Stitch Services:

- Install factory supplied Smart Lap Painted siding on modular units at the belly band areas and areas not installed by the Factory.

Interior Stitch Services:

- Installation of the marriage line drywall, tape/texture and painting of these areas.
- Repairing drywall cracks that may have occurred during transport and set as necessary.
- Interior touch-up paint as necessary.
- Install interior doors, interior trim, not installed by the factory, but shipped with the home/building as necessary.
- Adjust all factory installed interior and exterior doors to make sure they are working properly once on the foundation.
- Adjust, if required, any windows to make sure they are operating properly, once home/building unit(s) are on the foundation.
- Install factory shipped carpet in the home/building unit(s) in the carpet designated areas of the home units.



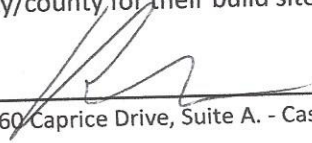
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Set-up and trim DOES NOT include:

- Does not include any basement area finish or building the garage or garage additions or breezeways. This will need to be done on-site by owner or licensed contractor.
- Liscott has not included the following items in the home pricing cost sheet: location for staging the home/building unit(s) prior to the actual set of the unit(s), street closure permits, barricade services, police escorts/monitoring or any requirements to cover and address power line issue. If these costs are incurred the buyer(s) agrees to cover these expenses.
- If not completed at the factory, completion of furnace venting, hot water heater venting and waste drain vents. Must be completed on-site by the owner or licensed contractor.
- If furnace is ordered for propane, the propane conversion kit will be shipped loose inside furnace. Must be completed on-site by the owner or licensed contractor.
- Installation of Furnaces or A/C units not ordered from the factory with the home/building unit(s).
- Furnaces ordered to be shipped loose in the home for installation in the basement/crawlspace will need to be installed in the basement/crawlspace on-site by the owner or licensed contractor. Additionally, if floor joist system is 2x10, or less, owner will be responsible for assembling all shipped loose plenums and connecting all lateral runs.
- Installation of hot water heaters that are not ordered direct from the Manufacturer with home/building unit(s).
- Hot water heater ordered with the home shipped loose for installation in the basement/crawlspace. Must be completed on-site by the owner or licensed contractor.
- All gas line and start-ups are not included.
- Upgraded roof pitch installations/finishes, unless specifically ordered. See roof pitch included in home order documents.
- Installation of Air Conditioning units ordered from the factory. Must be installed by a licensed HVAC contractor.
- Electrical work of any kind.
- Plumbing work of any kind.
- Completion of any DWV, Furnace or HWH venting through hinged portions of the modular roof.
- HVAC cross connections between modules (up and down or side to side).
- If customer elects to omit standard factory shingles on the roof and plans to do alternative roofing material on-site, must be completed on-site by the owner or licensed contractor after unit(s) are set on foundation.
- If customer elects to omit factory siding, owner or licensed contractor is responsible for all siding, trim, etc. completion once the modular home/building is set on foundation.
- Finishing of the garage, garage doors, or shipped loose garage items if the home has a factory-built garage as part of the design.
- Gutters and down spouts.
- Decks, walk-ways, driveways, foundations, interior and exterior stairs.
- Porch balusters and rail systems must be purchased and installed on-site by the owner or licensed contractor after the unit(s) are set.
- Painting/staining of any of the siding when ordering upgraded siding, that does not come pre-finished from the factory, unless noted above.
- Final cleaning of home and windows are not included. This includes but is not limited to exterior and interior cleaning. General construction debris will be picked up, but a detailed cleaning is additional.
- Owner or their General Contractor will need to pay for all county set/building permits and any other permits required by the city/county for their build site location.


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- Protection/sheathing of power lines to protect the set/crane equipment and people may be required and any associated expense will be that of the owner.

Home Manufacturer Warranty Services:

- Each of our home manufacturers carry their own warranty which covers items including, but not limited to: broken windows, incorrect building materials and/or options being installed, incorrect fixtures, etc.
- Owner understands that this is the responsibility of the manufacturer and that Liscott will coordinate the repair or replacement of these items with the manufacturer in a timely manner.
- All appliances shipped within the home carry their own individual warranty and the owner understands that they will need to contact the manufacturer directly for any warranty items with regards to these appliances.
- Manufacturers will schedule a service technician to repair/replace these items and it can take 2-4 weeks for a technician to be on-site.

By signing below, I/we acknowledge that I/we have read, understand and agree to the above statements regarding Delivery, Set-up and Trim Disclosures.

[Signature]
Owner Signature

12/18/20
Date

Ben Smith
Owner Name (Print)

[Signature]
Owner Signature

12/18/2020
Date

[Signature]
Owner Name (Print)

_____ **Initials** _____
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CONTRACT GUIDELINES & CLARIFICATIONS


- All IRC homes will be built specifically to State of Colorado code requirements. If local code requirements deviate from State code, it will be the Buyer(s) responsibility to notify Liscott Custom Homes in advance if any changes that need to be made to their home.
- Snow load and wind load requirements for your specific site address, elevation and county must be communicated in writing to Liscott Custom Homes by the (Buyer(s) prior to request for blue prints. Liscott is not responsible for errors in blue prints and actual building of the home if written confirmation is not received from the homeowner prior to blue prints being issued.
- Note: Liscott or the manufacturers do not cover damage to the roof or the exterior or interior of home when damage is caused by ice damming on the roof. It is the Buyer(s) responsibility during the winter months to keep the roof clear of ice/snow (which then turns to ice). This can be accomplished by installation of roof heat tape on the eaves around the house and in the valleys/dormer areas of the home if applicable. Heat tape does not come with the home and is the responsibility of the Buyer(s)/Homeowner.
- If using tele-posts for the center support system, the center support posts need to be furnished by the Buyer(s) on site for the set crew to place into position with 10"x10"x3/8" metal plates to be placed on top of the posts. Homes on a crawl space foundation, must have an access area must be 3 feet by 4 feet minimum.
- All backfill must be completed around the foundation prior to set up of the home.
- If placing a home over a walk out basement, we recommend using a narrow cantilever over the walk out basement wall to assist in lining up the home with the wall for siding proposes, or shimming may be necessary.
- There must be electricity, heat, water & sewer available on site prior to the trim crew arriving. If it is indicated that these items are completed in the home, a crew is scheduled and arrives, and a utility is not on, it is the Buyer(s) responsibility to pay an additional trip charge and per diem for the delay before the crew will be rescheduled.
- Heat must be on prior to carpet installation. If installation is scheduled, crew arrives, and heat is not on, the customer will be charged for additional mileage and per diem for the delay.
- Buyer(s) must complete all Heat system crossover/duct work connections.
- Propane: Furnace will need to be converted from natural gas to propane with an orifice designed for propane. The range jets will also need to be converted from gas to propane and the equipment that is needed to make this change is not supplied with the home. Both conversions need to be taken care of by Buyer(s). Note: Hot water heaters must be ordered by the customer as either natural gas or propane gas. Hot water heaters cannot be converted in the field.
- All appliances (Furnaces, Fireplaces, Hot Water heaters and other gas devices) are normally rated up to 4,000 feet in elevation. If your home is going to a higher elevation, Buyer(s) may need to have different orifices, high altitude conversion kits installed or de-rate appliances for the altitude. Liscott cannot perform this function and it must be done by an appropriate local service person hired by the Buyer(s) or their General Contractor.

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- During the months of October – May the furnace must be on in the home, heating the home consistently for at least two days prior to trim crew arriving. Temporary heat will not be acceptable.
- 90% efficient furnaces and 90% water heaters produce water vapor as a by-product and need to be plumbed to a drain. The Buyer(s) shall be responsible for placement of drains and the attachment of water tubes.
- Raised roof homes will not have the waste vents and furnace final venting completed through the roof at the factory as this cannot be completed until the roof has been raised at time of set. The factory will ship loose final piping to extend the vents from ceiling through roof and roof boots to mount over the pipes to be installed by the Buyer(s) or their GC after the home is set. This is the Buyer(s) responsibility.
- Wood siding: The log siding and the horizontal wood siding will come unfinished (without caulking and sealant). Applying caulking and sealant is the responsibility of the Buyer(s), unless otherwise noted in the Liscott Delivery, Set-up and Trim Disclosure. Because it is a natural product and does come unfinished, the siding is not covered under the manufacturer’s warranty program.
- Hardi-plank/LP siding: All end wall siding shipped loose will come unpainted. The entire home will not be caulked as well (shifting of the home during transport and set will cause cracks in the caulk or the caulk to drop out in pre-caulked homes, therefore it is not completed at the factory). The paint and caulk will be provided with the home; however, it is the Buyer(s) responsibility to apply the paint and caulk unless otherwise stated in the Liscott Delivery, Set-up and Trim Disclosure.
- During transport of the home, the home may get dirt, oil or other items from the road that will need to be cleaned after it arrives. Unless stated otherwise in the contract, it is the Buyer(s) responsibility to clean this travel grime from the home after it arrives including painting of the siding if needed and window cleaning.
- Paint: Each home comes with paint as part of the ship loose materials; it is the Buyer(s) responsibility to keep it safe and unfrozen until the arrival of the trim crew. If paint needs to be replaced, then it will be billed to Buyer(s) at cost plus a 10% handling fee.
- If purchasing an unstained split log sided home, it is recommended that the factory cover the outside with plastic to protect the siding. It is the Buyer(s) responsibility to remove the plastic unless otherwise stated in the contract.
- Garages: The garages come unfinished, the openings are not cut or finished, and do not come with garage doors or openers. The transportation support beams will remain in the garage unless otherwise specified by the Buyer in writing to Liscott.
- General: The homes do not come with gutters, nor do they come with light bulbs.
- The homes do not come with vents in the rim joist for venting a crawl space type foundation as the required venting is unique to each county or city and must be designed into the crawl space foundation itself by the Buyer(s) hired foundation engineer.



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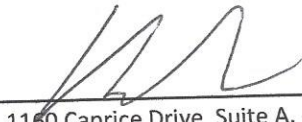
- The dryer vent pipes for the home will not be completed by the manufacturer. In most cases, the vent exits the laundry area into the floor below and stops. It is the Buyer(s) or their GC's responsibility to complete the piping of the dryer vent to the outside of the home, including purchase of materials to do so. This must be done prior to the final state inspection or the home will not pass inspection.
- If a panel box is to be shipped loose it will be the Buyer(s) or their GC responsibility to install the panel box on site.
- If purchasing a "Prow Front" Cabin Series home or homes with an unsupported porch section, the front-deck support beams need to be supplied by the Buyer(s) on site for the set crew to install. If not onsite at the time of set, customer will need to install and assumes the liability for structural issues that may happen due to the unsupported porch.
- If a furnace system is ordered with the home, it does not include an A/C condensing unit unless specifically ordered as an additional option. If an A/C unit is optioned in, it will be shipped loose in the home and it is the Buyer(s) responsibility to hire a licensed A/C person to set the unit outside and do the final install, including supplying any coils or other parts required to do final installation.
- If Buyer(s) orders the furnace system and/or Hot Water Heater (HWH) to be shipped loose with the home for installation in the basement or other than inside the modular home, it is the Buyer(s) responsibility to hire licensed trades to do the installation of these devices in the area designated by the Buyer(s), including any materials necessary to complete the installation.
- Liscott's trim crews will not assemble and/or install light, ceiling fans, or porch lights that are ship loosed in the home. The Buyer(s) should have their electrician do these installations.
- If siding is upgraded or additional siding is ordered, and it exceeds the weight limit, then it is the Buyer(s) responsibility to have the material picked up at the factory or pay to have it delivered to the job site.
- Plant shelves are unfinished on top.
- Wood sliding glass doors and wood swinging patio doors come unfinished.
- Wood transition strips from tile to carpet/vinyl will come unfinished and the final stain is the responsibility of the Buyer(s) after Liscott has completed its interior finish work.
- Buyer(s) is responsible for providing a trash bin for disposal of trash. If trash bin is not on site, trades will just stack the trash on the property and it will be the Buyer(s) responsibility to remove the trash from the property to an authorized disposal site.
- Buyer(s) is responsible for providing a toilet facility. If customer does not provide a toilet facility, customer understands and agrees by signing this document and the original Factory Built Modular Home/Building Purchase Agreement that Liscott Custom Homes, Ltd will call to have a toilet facility delivered to the site and Buyer(s) agrees that they will reimburse Liscott Custom Homes, Ltd for any and all incurred expenses to provide this service for their crews and/or subcontractors.

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- Dishwashers will not have a drain vent installed when the plumb/wire option is not chosen.
- Due to possible transportation shifting, it is strongly suggested that all plumbing connections be checked by Buyer(s) plumber and tightened before turning on the water resource. Any water damaged caused to the home if the water system is not properly turned on and monitored for several days after being turned on is the Buyer(s) responsibility.
- A 200 AMP electrical panel may not be sufficient for total home electrical installation depending on your home. We encourage you to check with your electrician for a complete analysis and bid.
- If purchasing a home with standard rough drywall or taped and mudded drywall: Some repairing of drywall may need to be done due to transportation movement. Some areas of the drywall may need to be shimmed and drywall screws may need to be screwed back into the drywall due to transportation movement. All these adjustments will be the Buyer(s) responsibility.
- The manufacturer's home warranty does not include repairing of drywall stress cracks. Liscott Custom Homes will repair initially all stress cracks within the home and guarantees their work for thirty (30) days. Heat must remain on the entire time to avoid expansion and/or retraction of materials within home otherwise the thirty (30) day guaranty is null and void.
- Final cross connects of the heat ducts, water lines and electrical cross connects between marriage lines and sections of the home will be the Buyer(s) responsibility unless stated otherwise.
- In homes ordered with a cold air return duct system, the factory will only install the return ducts in the first and/or second floor. The connection between these floors will need to be completed on-site by the Buyer(s) or their HVAC person. The return ducting in the first floor will stop underneath the first-floor decking. The Buyer(s) or their general contractor will be responsible for making all connections below the first-floor sub-floor back to the heating system.
- Homes ordered with in-floor insulation (under floor trusses) will have areas that will need to be dropped down or removed during the set and installation process as well as plumbers and electricians will need access to certain areas below the floor. Liscott Custom Homes, Ltd does not guarantee that the various trades hired by Liscott or by the Buyer(s) will not damage or will repair the insulation installed by the factory. Buyer(s) understands the risk and will be responsible to repair the insulation once all work is completed.
- Unless specifically stated and a cost has been allocated for in the purchase agreement, Liscott Custom Homes does not provide a cleaning service of any type once the home is completed. This is the responsibility of the Buyer(s).
- The manufacturer of the home does not supply the water line for the ice maker in the refrigerator. The Buyer(s) will need to purchase and install the water line for the ice maker.
- Steps, decks or landings that are not part of the modular home plan drawings, must be built on-site to the home after the home is set on the foundation. The Buyer(s) is responsible for all materials and labor to complete any steps, decks or landings to doors or other areas that are not part of the modular home design/build.


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- Decks designed and built onto the home by the manufacturer do not come with rail systems. The Buyer(s) are responsible to add these to the home after the home is set on the foundation, unless spelled out in the Liscott Delivery, Set-up and Trim Disclosure.
- Interior and Exterior Finish: The typical/average timeline after the home is set onto the foundation to be ready for the CO (certificate of occupancy) is up to 120 days or more depending on the home's complexity, home-owner delays, Liscott's subcontractor scheduling, weather/site conditions, additional on-site projects such as garages, barns, finished basement, etc. that the customer desires to have independent contractors build and county or local inspection practices. This is a typical/average timeline based on previous home builds and is not a guaranteed timeline from Liscott.

By signing below the customer/buyer has read, understands, and agrees to all items pertaining of the LCH Contract Guidelines & Clarifications:

 Owner Signature

12/18/20

 Date

Ben Smith

 Owner Name (Print)

Holly Smith

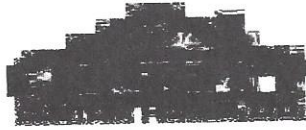
 Owner Signature

12/18/2020

 Date

Holly Smith


 Owner Name (Print)



Foundation and Site Requirements

Date: 06/23/2020

- 1.) Liscott Custom Homes, Ltd. (Liscott) and the home Manufacturer will not provide an engineered foundation drawing(s) to be used to build the foundation. It is the owner, or General Contractors, responsibility to hire a licensed engineer to conduct a Geotechnical/Soils report and then design the foundation using the Geotechnical/Soils test results and the information/plans provided by the home Manufacturer. The owner must budget accordingly for securing a Professional Engineer (PE) stamped foundation drawing(s) as this is not provided by Liscott Custom Homes, Ltd. or the home Manufacturer.
- 2.) It is the owner, or General Contractors, responsibility to install the sill plates, steel beams, support posts, jack posts and to build the marriage line support wall(s) and have this completed before Liscott will schedule the set of the home on the foundation sill plates. The foundation must have sill plates with J-bolts level with the plate nuts countersunk, if using a single plate application. The sill plate can also be a double-sill plate with J-bolts covered by the second plate. The final sill plate surface must have (0) zero J-bolts or other material projecting above the top plate level.
- 3.) The flat-work within the foundation walls must be level.
- 4.) The foundation area must be backfilled prior to the home being set on the foundation to avoid potential danger to the set crew and other people working around the home on the day of the set. Depending on the job site and crane size, a level pad will need to be excavated on the front or back side of the home, unless otherwise discussed. Minimum pad is (40) forty feet wide by (70) seventy feet long. Each site will be evaluated separately to ensure adequate set area.
- 5.) The set crew will remove all plastic and other material from the home unit(s) on the job site prior to setting the home on the foundation. There will be construction material and debris that will not be hauled away. The owner, or General Contractor, is responsible for having a minimum (30) thirty-yard trash container on-site prior to set day otherwise owner, or General Contractor, is responsible for trash/debris haul-off. Liscott, nor any of its subcontractors, are responsible for trash/debris removal. If a trash container is provided Liscott, and subcontractors, will do their best to dispose of all trash/debris. If a trash container is not provided Liscott, and its subcontractors, will stack trash/debris into a pile on the property and it will be the owner, or General Contractors, responsibility to haul-off.
- 6.) If the foundation is a basement, the I-beam(s) must be angle-braced with 2x6's to ensure the beams do not move during the setting of the home. The I-beam(s) should be secured by a weld, or similar method, at any joints and the jack posts must be bolted in place to their floor pad.


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By signing below, I/we acknowledge that I/we have read, understand and agree to the above statements regarding Foundation and Site Requirements.

[Handwritten Signature]

12/15/20

Owner Signature

Date

Ben Smith

Owner Name (Print)

[Handwritten Signature]

12/18/2020

Owner Signature

Date

[Handwritten Signature]

Owner Name (Print)



Home-Owner early move-in Disclosure

Date: 06/23/2020

If home-owner decides to move into residence before Final Certificate of Occupancy (C.O.) is released to Liscott Custom Homes, LTD. (LCH) they understand and agree that it will, or can, negatively affect their ability to obtain a Temporary Certificate of Occupancy (TCO) and/or C.O.

They are also doing so against the advice of LCH and are doing so at their own risk and liability.

If home-owner moves in prior to obtaining their C.O. they are also agreeing that no further touch-up, repair, painting, etc. will be covered by LCH other than standard Factory Warranty work. Home-owner agrees to pay all Invoice Draws/Billings for work completed prior to moving in early. Unpaid balances over 10 days from Invoice/Draw date will accrue interest at 18% per annum.

If home-owner decides to move furniture, goods, appliances, or any other items into the home, garage, or surrounding areas prior to C.O. being issued they are responsible for all damage that may occur to these items. The home-owner will also be responsible for any delays, rescheduling costs, liability to contractor or sub-contractors and these potential costs will be incurred and covered by the home-owner.

If home-owner moves in prior to obtaining their C.O. they agree to vacate the house when contractor and sub-contractors are scheduled to complete work. Due to varying schedules contractors may show up unannounced and the home-owner agrees to vacate the contractor's work space and not impede their ability to complete their work. Home-owner will also limit their contact with Liscott's subcontractors and agrees not to contract them for additional work outside of the scope they have agreed to with Liscott.

If home-owner decides to allow pets in the home before the final C.O. is issued, they assume all responsibility for any injury, liability, damage, etc. and waive their rights to have any touch-up, repair, painting, future work, etc. completed.

[Signature]
Owner Signature

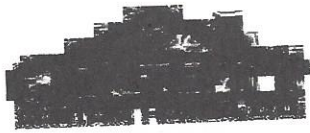
12/18/20
Date

Ben Smith
Owner Name (Print)

[Signature]
Owner Signature

12/18/2020
Date

[Signature]
Owner Name (Print)



Liscott Third Party Cost Agreement

Date: 06/23/2020

The above referenced borrower(s) agrees to reimburse Liscott Custom Homes, Ltd. any soft or hard costs incurred by Liscott in the event the Lender, or Borrower, decides to not approve or not proceed with the construction loan.

If a Lender is not involved the borrower(s) agrees to reimburse Liscott any soft or hard costs incurred by Liscott that Liscott covered in good faith.

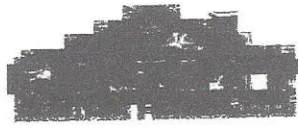
These costs include but are not limited to: Soils report, Geotechnical report, Septic design, any Engineering fees, any Architecture fees, Surveying, Site plan fees, Hook-up fees, etc.

By signing below, we accept all payment responsibility to Liscott for reimbursement of any incurred costs. Liscott will provide receipts for all services upon request.

[Signature] 12/15/20
 Borrower Date
Baz Smith
 Print Name

[Signature] 12/18/2020
 Borrower Date
Holly Smith
 Print Name

_____ Initials _____
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Liscott Custom Homes, Ltd. / Home Purchase Agreement

Date: 6/23/2020

Buyer(s): Ben Smith Phone: 402-304-3685
 Buyer(s): Holly Smith Phone: _____
 Address: PO Box 25719
 City, State, ZIP: Silverthorne, CO 80497

Home-site Address: 101 Muledeer Ct.
 City, State, ZIP: Dillon, CO 80435
 Manufacturer: Heritage Homes Model: Dillon E

Home/Building Base Price (does not include options):	\$ <u>412,768.45</u>
Home/Building Options & Features:	\$ <u>135,517.00</u>
Home/Building Base Price + Options Total:	\$ <u>548,285.45</u>
State Sales Tax:	\$ <u>7,262.63</u>
County Sales Tax:	\$ <u>2,504.36</u>
Sales Tax Total:	\$ <u>9,766.99</u>
Freight:	\$ <u>Included</u>
TOTAL HOME/BUILDING PRICE:	\$ <u>558,052.44</u>

Less Plan Deposit Payment: \$ < 6,000.00 >
Balance Prior to Build Deposit: \$ 552,052.44
 Build Deposit Payment: (Date rec'd: _____) \$ 223,220.00
 Production Completion Payment: \$ 223,220.00
 **(Balance due upon completion by manufacture)
 Delivery Payment: \$ 105,612.44
 **(Balance due upon delivery to site or designate area and before installation/set)

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