

CALIBER HOMES

SCHEDULE “PE”
THE TOWNS OF RUTHERFORD HEIGHTS
PURCHASER EXTRAS

PURCHASER:

PROJECT:

CLOSING DATE:

BLK #:

LOT NO:

MODEL:

ELEV:

	DESCRIPTION	PRICE
1.	HOME BUILT AS IS - NO CHANGES	NIL
	ALL ABOVE ITEMS FROM BUILDER’S STANDARD SAMPLES	
	SUB-TOTAL:	\$0.00
	(Prices above do not include HST) H.S.T.:	\$0.00
	LESS BONUS PACKAGE:	\$0.00
	TOTAL	\$0.00

This is your direction on the following terms and conditions:

1. Extras or changes will not be processed unless signed by the vendor, and a cheque for the total cost of extras ordered above accompanies this request. All items herein requested shall be from the vendor's a standard samples unless otherwise noted. The extras will be installed in accordance with the instructions supplied in writing by the Purchaser to the Vendor. Such instructions must be in the hands of the Vendor by the date that the Vendor requires the same, in his discretion, in order not to impede the construction of the house, failure to do so will result in deletion of the extras from the contract whereupon the Vendor will return 90% of the price for such extras and retain 10% for liquidated damages and not as a penalty.
2. All streetscapes and exterior colors including, but not limited to, brick, soffit, downspout, eaves trough, shingles and paint are pre-determined by architectural control and are pre-selected by lot and cannot be altered.
3. No structural changes can be made after acceptance of the agreement of purchase and sales. After the completion and submission of the Color Chart, there will be no further changes, revisions, deletions and upgrades allowed, save and except for discontinued items that must be re-selected.
4. After the completion and submission of the Color Chart, there will be no further changes, revisions, deletions and upgrades allowed, save and except for discontinued items that must be re-selected.
5. Vendor is not responsible for shade differences occurring from different dye lots or for variations including in size, color, shade, texture and veining in materials including with respect to tile, carpet, hardwood or laminate flooring, cabinetry, railing, natural or manufactured stone, brick, trim and doors. Samples viewed when choices are made from Vendor's samples are only a general indication of material selected. Details of windows and doors on all elevations and location of exterior lights may not be exactly as shown on renderings.
6. In the event any extras are not completed on or before closing, the purchaser covenants and agrees to close the transaction notwithstanding the non-installation of said extras.
7. In the event that the Purchaser alleges that the extras or any part of them are improperly installed or located or in some other way do not agree with his instructions, the Vendor and the Purchaser will endeavor to arrive at a compromise acceptable to both parties, failing which the Vendor may, at his option, declare the agreement of purchase and sale as to the entire house and the extras as at an end and return the deposit money to the Purchaser forthwith without interest or deduction together with the full amount paid for extras.
8. In the event that the Purchaser has installed or has requested the Vendor to install, at the Purchaser’s option, a different floor covering that which the Vendor would normally install in the house, the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor conveying, the Vendor will not be responsible to affect such repairs. For purposes of this agreement floor covering shall mean any type of finished floor covering which is normally placed on the subfloor, without limiting the generality of the foregoing, including tile, hardwood, marble, terrazzo and carpet.
9. The information above takes precedence over any sketch is that attached hereto.
10. The prices quoted above are contingent upon the extras being ordered at the time of this offer. In the event extras and upgrades are added by the amendment to the Purchase Price and are subsequently cancelled due to any reason, an administration fee of **\$1,500** plus HST will be payable on closing as an adjustment. If the purchaser requests alterations to floor plans and later decides not to move forward with said alterations, an administration fee of **\$1,500** plus HST will be payable on closing as an adjustment.
11. Subsequent to execution to this contract, no deposits will be refunded and in the event of the Purchaser not proceeding with the contract, the deposit will be forfeited as associated damages and not as a penalty.
12. Vendor requires a **\$350.00** administration charge plus applicable taxes per change of the above extras.
13. The vendor will undertake to incorporate the work covered by the sales extra in the construction of the house, but will not be liable to Purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the Purchaser, without interest.
14. The Purchasers acknowledge and accept that they shall not be entitled to any credit whatsoever for any changes and/or upgraded finishes that are included in Agreement of Purchase and Sale should they elect to alter replace or delete any of the above structural changes and/or upgraded finishes.
15. If the work on the house has progressed beyond the point where any of the items covered by this extra cannot be installed due to timing or because it would result in an unusual expense, then this order is to be cancelled and other monies paid in connection with the same is to be refunded to the Purchaser, without interest.
16. Purchaser acknowledges that the extra ordered may not be included in the house, or may be included subject to minor variations as determined by Vendor. In the event that the house does not include the extra, Purchaser shall receive a credit for such item as determined and paid by Vendor after closing, without interest. Save as aforesaid, Vendor will not be liable to Purchaser in any way.
17. It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras ordered are not refundable to the Purchaser.
18. Vendor has the right of refusal for any reason whatsoever for any or all of the extra requests.

PURCHASER:

DATE:

PURCHASER:

DATE:

VENDOR – RUTHERFORD HEIGHTS INC.

Per:

DATE: