



New Construction Exhibit 'A'

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Exhibit "A" is part of the New Home Purchase and Sale Agreement ("Agreement") between _____ ("Seller") and _____ ("Buyer") with an acceptance date of _____, 20 _____ relating to the Property with a street address of _____, _____, Ga, _____, which Property is more particularly described in the Agreement. If conflicting with the Agreement, the provisions of this Exhibit shall control.

1. SELECTIONS AND ALLOWANCES.

- a. Buyer shall be entitled to make selections relating to the items listed in paragraph 1.d. for which an allowance has been specified. Unless an allowance is specified, the inclusion of an item on the general list in paragraph 1.d. does not mean that the item is included in the purchase price. Only items for which an allowance is provided or that are mentioned on the plans and specifications shall be included in the purchase price. Buyer will make every reasonable effort to select from Seller's stock on hand or other stock immediately available. Buyer will make selections by the dates specified in paragraph 1.d., in the absence of which, Buyer hereby authorizes Seller to make such selections.
- b. The purchase price is based on the allowances set forth in paragraph 1.d. In determining the amount actually incurred for an item, all Costs, as defined in paragraph 1.c., incurred in connection with such item, including but not limited to labor and materials, shall be included. If Buyer exceeds the allowance for an item, Seller may require such extra Cost to be paid by Buyer prior to or immediately upon the performance of such work. Any such extra Cost not paid prior to closing shall be paid at closing. Any credits due Buyer for underutilization of allowances shall be given at closing.
- c. The capitalized terms "Cost" or "Costs" shall mean costs necessarily or reasonably incurred by Seller in the performance of work required by this Agreement and shall include but not be limited to the costs of labor, supervision, subcontractors, material, supplies, tools, equipment, transportation, storage, taxes, insurance, permits and removal of debris.
- d. Complete only those items that remain to be selected by Buyer:

Item	Allowance	Selection / Deadline
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1. Wallpaper \$ _____ per single roll _____
Location _____

2. Carpets \$ _____ per sq. yard including pad. _____
Location _____

3. Vinyl \$ _____ per sq. yard including pad. _____
Location _____

4. Tile \$ _____ Color _____ _____
Location _____

5. Foyer Floor \$ _____ per sq. ft. _____
Location _____

6. Light Fixtures \$ _____ including chimes and bulbs. _____
Location _____

7. Landscaping \$ _____ _____
Location _____

8. Paint \$ _____ in total _____
Location _____

9. Appliances: (where applicable)

Trash Compactor \$ _____ Make/Model# _____ Color _____

Disposal \$ _____ Make/Model# _____

Dishwasher \$ _____ Make/Model# _____ Color _____

Item	Allowance	Selection / Deadline
Oven	\$ _____ Make/Model# _____	Color _____ _____

Seller shall be entitled to select the subcontractors, employees and suppliers to perform work and provide materials. Buyer shall not direct, supervise, control or interfere with such work or delivery of materials. In order to avoid disruptions and delays in the work to be performed by Seller or its employees or subcontractors, Buyer shall not be entitled to have any work performed on the Property or supplies delivered to the Property prior to closing in the absence of a written agreement between the parties to the contrary.

4. DELAYS.

Seller shall have no liability for delays in construction caused by strikes, acts of God or nature, inclement weather, lockouts or other labor disputes, differing site conditions, unavoidable casualties, government moratoria, civil unrest, failure or unavailability of adequate sewer, water, electricity, gas, fire protection or other utility service, unavailability of materials or labor, changes in law after the date of this Agreement, force majeure, interference by Buyer or its representatives, change orders, delays in selection by Buyer or the failure by Buyer to comply with its obligations under this Agreement. The closing date may be extended by Seller to account for such delays.

Buyer's Signature

Date

Buyer's Signature

Date

Seller's Signature
(Use full legal name)

Date

Print or Type Name

By: _____

Title: _____