**FIXED PRICE AGREEMENT – Land Owned by Builder**

THIS Contract for the Construction of a Home (the “Contract”) is made this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_ and is between:

THE PURCHASER and GREEN CEDAR HOMES INC. (THE BUILDER)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **GREEN CEDAR HOMES INC.**

(Name – Purchaser # 1) (Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name – Purchaser # 2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **204, 1409 EDMONTON TRAIL NE**

(Address) (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Calgary Alberta POSTAL**

 (City) (Province) (Postal Code) (City) (Province) (Postal Code)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell No. - Purchaser # 1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 403-230-8500 403-918-3026

Telephone Cell No. – Purchaser # 2 (Telephone) (Cell No.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hesham@gchomes.ca

Email – Purchaser # 1 (Email)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 805171535 RT0001

Email – Purchaser # 2 (GST Registration No.)

WHEREAS the Purchaser desires to have a residential dwelling built on lands situated in Calgary, Alberta, being described as:

LOT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BLOCK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MUNICIPAL ADDRESS :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Land”)

AND WHEREAS the Purchaser desires to have a residential dwelling (the "Residence") constructed on the Lands, and wishes to engage the Builder to act as builder for the Purchaser to manage the construction of the Residence to be performed by independent contractors, Sub-Contractors, trades and suppliers (hereinafter called "Sub-Contractors");

AND WHEREAS the parties wish to enter into this Agreement for the purpose of setting forth their mutual understanding with respect to the duties, obligations and liabilities of the Purchaser and the Builder;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. **DEFINITIONS**

In this Purchase Agreement,

**"Builder"** means GREEN CEDAR HOMES INC., acting in the capacity of duly authorized builder of the Purchaser, with authority on behalf of the Purchaser to manage the construction of the Residence, including the contracting and supervision of Sub­ contractors;

**“Registered Member”** The Builder represents and warrants that it is a Member of the Progressive Home Warranty (the “Program”).

**"Purchase Price"** means compensation to be paid to the Builder as compensation for its service.

**"Agreement"** means this Fixed Price Agreement and Schedules "A", "B", "C", "D", “E", “F” and “G” attached hereto.

**"Construction Schedule"** means the timeline for construction prepared by the Builder;

**"Contingency Costs on Land"** are unforeseen incidental costs arising from circumstances beyond the control of either the Builder or the Purchaser, including but not limited to: compliance with developer Architectural Control Guidelines (Schedule E), costs associated with unusual soil conditions. The Builder is responsible for all Contingency Costs related to the registered land;

**“Cost of Construction”** The terms “Cost” or “Costs” mean costs or expenses actually and reasonably incurred by the Builder or for which the Builder actually and reasonably becomes obligated to pay in connection with the construction or design of the Residence, including, for example, the following:

1. Costs of all materials and supplies incorporated into the Residence.
2. Wages and benefits paid for labor in the direct employ of the Builder or under a salary or wage schedule as agreed upon by the Purchaser and Builder. Salaries, wages and benefits of the Builder's office personnel engaged in a technical capacity, for the time spent in the performance of the Residence as agreed upon by the Purchaser and Builder.
3. Payments to subcontractors for work relating to the Residence;
4. Fees and expenses incurred for architectural, engineering and consulting services relating to the construction or design of the Residence not provided by the Purchaser;
5. Costs, including transportation and maintenance, of equipment and hand tools not owned by workmen employed by Contractor which are employed or consumed in the construction of the Residence;
6. Payments for rental charges for machinery, equipment, facilities and tools used in connection with construction of the Residence, and payments for installations, repairs, replacements, dismantling, removal, lubrication, transportation and delivery of those rental items
7. Other transportation costs incurred in connection with the construction of the Residence;
8. That portion attributable to this Agreement of premiums for insurance that is required by Agreement or by law to be obtained or maintained by Builder;
9. Permit fees, licenses or tests that the Builder is required to obtain or reasonably obtains to design or construct the Residence;
10. Costs of corrective work on the Residence to the extent not caused by the Builder or those for whom the Builder is responsible;
11. Costs of long-distance telephone calls, telephone service at the site and postage relating to work on the Residence;
12. Costs of removal of debris from the Residence or Land;
13. Costs associated with any Change Order or change as to which the Builder is entitled to payment hereunder;
14. Legal Costs reasonably incurred in connection with the prosecution of the work required by this Agreement;
15. Costs incurred due to emergencies affecting the safety of persons or property;
16. Costs incurred in connection with selections permitted under this Agreement; and,
17. Losses and expenses, not compensated by insurance, sustained by Builder in connection with the work under this Agreement, provided they resulted from causes by the fault or neglect of Builder.
18. All warranty costs associated with the build incurred to repair deficiencies and year-end touchups that are not covered under Sub-Contractor’s warranties.
19. Fees associated with Course of Construction insurance obtained by the Builder during the course of construction.

**“Plans and Specifications”** The Plans are attached as **“Schedule D,”** entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Specifications are attached hereto as **“Schedule A”,** entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If there are conflicts between the terms of the rest of this Agreement and the Plans or Specifications, the terms of the rest of this Agreement govern. If there are conflicts between the Plans and the Specifications, the Specifications govern.

1. **"Specifications"** means, collectively, the Builders Standard Specifications attached as Schedule "A", and the amendments or customization of the Builders Standard Specifications either required by the Plan as set forth in the Amendments to Builders Standard Specifications attached as “Schedule B”;
2. **"Plans"** means the Working Drawings supplied by either the Purchaser or the Builder, required for the construction of the Residence, and includes relevant engineering drawings, municipal approvals, and architectural approvals, stamped by the architect or designer as being "Issued for Construction & Dated"; attached as “Schedule D”;

**"Extra Costs"** means those costs arising from changes in the Plans attached as Schedule "D", unforeseen incidental costs and amendments to Builder's Standard Specifications, attached as Schedule "B".

**“Possession Date”** refers to the final date of which all payments are due;

**"Residence"** means all the buildings, improvements or other construction or additions required to be carried out on the Lands pursuant to the terms of this Agreement, and as described in the Schedules attached hereto, and the Working Drawings;

**"Seasonal Work"** means those items of exterior work that cannot be completed on account of climatic conditions, notwithstanding occupancy of the Residence by the Purchaser;

**"Substantial Completion"** In this Agreement, Substantial Completion shall have the same meaning as prescribed in the *Builders’ Lien Act* (Alberta);

**“Total Price”** is the total of all costs, upgrades, changes, warranty, contingency, deposits and GST;

**“Warranty Costs”** are those costs that are covered by the Progressive Home Warranty program and those cost incurred up to and including one year from Possession Date. Any Warranty costs that are incurred after the one-year warranty walk through and that are not documented on that date, will be required to follow the Progressive Home Warranty;

**“Land Costs”** are those costs of the land including but not limited to the purchase price of the land plus any cost associated with the developer's Architectural Control Guidelines (Schedule C) including, but without restricting the generality of the foregoing, retaining walls, wing walls, landscaping, weeping tiles, sump pumps, cement type, additional driveway lengths of front steps resulting from changes made by a developer to the plot plan or grade plan (hereinafter called the "Architectural Requirements"). All costs associated with the Architectural Requirements not clearly identified to be included in the Purchase Price, will be the responsibility of the Purchaser. The Builder and the Purchaser agree that the Residence shall be built in accordance with the developer's architectural control guidelines (if any).

1. **CHANGE ORDER, EXTRA COSTS, DELETIONS OR SUBSTITUTIONS.**
2. Any additions, removals, corrections, variations, substitutions or price changes to the Home shall only be done by written Change Order(s) signed by the Builder and the Purchaser in a form attached to this Contract as Schedule “E” and shall be part of the Total Price. If payment (including GST) for the changes is not received within the specified time, the Builder at its option, may complete construction according to the original terms of this Contract, and shall be at liberty to disregard the Change Orders. The Purchaser understands and acknowledges that the Builder shall use best efforts to complete any Change Orders requests. Change Orders are issued for:
	1. any changes to the Construction Documents;
	2. clarification purposes;
	3. additional carrying costs resulting from late payments;
	4. any express or implied instructions of the Purchaser during performance of the Work;
	5. delays resulting from inaccuracies in information provided by the Purchaser, neglect of the purchaser, inability of the Purchaser to obtain permits or by work under taken by the purchaser directly;
	6. unforeseen, unusual or different Site conditions, and any Site Conditions known by the Purchaser but not disclosed to the Builder or not able to be reasonably anticipated by the Builder (including, but not limited to, shoring, fill, hard soil, rock or ground water);
	7. environmental conditions including the existence of hazardous materials such as lead paint, asbestos, mold, radioactive substances or other hazardous materials at the Site; or;
	8. any reason beyond the reasonable control of the Builder including, without limitation, delays caused by neglect of the Purchaser, or by work undertaken by the Purchaser or its other contractors, builders or servants, labour disruption or disputes, lack of supply of materials or equipment, fire, natural disaster, delays in public utilities or inspectors, injunction or other judicial process.
	9. during inspections by building officials or engineers, additional work may be requested beyond the terms of the project. Should this occur, the Builder will advise the Purchaser of any additional delays that will be incurred following a proper assessment of the required work.
3. *Lender Approval:* If a Change Order must be approved by a lender, it will be Purchaser's responsibility to immediately obtain written approval and Builder will not be required to perform the Change Order until that approval.
4. *Subcontractors and Suppliers:* No subcontractor or supplier is authorized to agree to a change on behalf of Builder.
5. Change Order amounts are due at time of signing. In the case where financing is required, a minimum of 50% of the Change Order is required upfront. \_\_\_\_\_\_\_\_ (Purchaser Initials)
6. **STARTING AND COMPLETION DATES.**
7. Construction under this Contract, providing all necessary permits to move ahead are received, is anticipated to commence and be substantially complete approximately \_\_\_\_\_\_\_\_ months after the issuance of the Building Permit. For greater clarity the Builder will use best efforts to have the Home substantially complete on approximately the \_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. The Builder does not guarantee the completion and possession of the Home by the targeted date and shall not be responsible in the event delays occur for which the Builder may not be responsible, including any delays by the Purchaser, or delays caused by unfavourable weather, strikes, fires, shortages of material or labour, acts of God or any other causes beyond the control of the Builder.
8. Suspension of work by Builder. If, the Purchaser does not pay to the Builder any amounts due and owing within any timelines specified, then the Builder at its sole discretion may upon ten (10) days written notice to the Purchaser, cease work and may implement any remedies required to seek damages.
9. Inspection and Possession of the premises. The Builder shall provide a notice in writing to the Purchaser at least 35 days in advance, advising that on a date to be specified in the notice, the Home will be ready for possession (the “Possession Date”) and that an inspection shall take place on the date specified. The Purchaser shall make an inspection of the Home on the date specified together with the Builder at which time any deficiencies or defects shall be noted in writing on a Certificate of Possession (or similar document). The Purchaser shall take possession forthwith and the taking of possession will be deemed to conclusively prove the Home is complete and in full compliance with this Contract, except as to matters noted on the Certificate of Possession at the time of inspection.
10. Possession of the premises. The Purchaser agrees the Home shall not be possessed and/or occupied by the Purchaser until an inspection is completed, and until the Total Price and all other monies payable to the Builder under this Contract have been received by the Builder or its solicitor, without condition. The parties agree this remains in effect even where the Purchaser is the registered Purchaser of the Land.
11. **PURCHASE PRICE**
12. the Purchaser agrees to pay the Builder, as compensation for its service, a purchase price equivalent to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (including GST) plus the cost of all Change Orders.
13. **PAYMENT SCHEDULE FOR CONSTRUCTION COSTS**
14. The Purchaser shall make progress payments to the Builder on the Total Price, on the basis of completion of the work and at the intervals as follows:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 10% Deposit payment upon signing this Contract (Purchaser’s equity portion)(includes lot deposit)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 90% cash to close at Possession Date

**$ TOTAL PRICE**

1. Deposit: The Purchaser agrees to pay a deposit to the Purchaser equal to Twenty (10%) Percent of the total Purchase Price plus GST, as specified above, upon the Purchaser's removal or satisfaction of any conditions. One half of the Deposit shall be immediately releasable to the Builder. The remaining portion of the Deposit (representing the Builder's Lien Holdback to be held in accordance the Builders’ Lien Act (unless the Purchaser is otherwise in default hereunder) shall be held in an interest-bearing trust account by the Builder’s lawyer.
2. Provided that the Purchaser is not in default under the terms of this Agreement, the Deposit amount held in trust will be applied as a credit towards the total price specified in the final statement of adjustments provided that it is released to the Builder on the Possession Date.
3. SUMS OWING AND LATE FEES: The Purchaser agrees to pay the Builder all sums owing and invoiced within five (5) business days of the date the invoice is received by the Purchaser. If there is any delay in payment by the Purchaser for any reason which causes financial charges or late charges or fees to be assessed against the Builder by his suppliers or sub-contractors, then it is further understood and agreed that the Purchaser shall pay those additional financial late charges and fees, plus an annual percentage of Eighteen percent (18%) on all unpaid billing over thirty (30) days.
4. Financial Arrangements: The Purchaser acknowledges that the Purchaser must be in a position to meet the above-described payment schedules; from either the Purchaser's own cash resources or by way of bank financing, at the Purchaser's expense.
5. **PAYMENTS AT COMPLETION DATE AND PAYMENT OF BUILDERS' LIEN HOLDBACKS**
6. In the case of the payments above, the Builder shall calculate the entitled holdback funds authorized by the terms of the Builders' Lien Act for the purposes of tracking the value of the same in accordance with the Deposit funds held in trust, and no other holdback from the amounts detailed in the Monthly Draw Request Form shall be permitted.
7. At approximately 21 days prior to the Possession Date, a final Statement of Adjustments will be provided to the Purchaser detailing the final Purchase Price, Change Order costs and the payments received to date. The final cash to close amount will be deemed due at time of possession.
8. Any deposit monies held in trust will become due and payable on the possession date.
9. **AUTHORIZATION TO CONTRACT OR HIRE SUB-CONTRACTORS ON BEHALF OF THE PURCHASER**
10. The Purchaser hereby authorizes the Builder, in its sole discretion and on behalf of the Purchaser, to hire or contract any Sub-Contractor pursuant to the project. In the event that the Builder deems the supply of labour or materials of any Sub-Contractor to be inferior, the Builder is authorized to dismiss such Sub-Contractor, and to obtain a replacement.
11. **CONDITIONS PRECEDENT**

This Agreement is subject to the conditions precedent, namely:

1. Purchaser's Conditions Precedent:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Purchaser's Conditions Precedent is for the sole benefit of the Purchaser, and can be waived by the Purchaser on or before the Purchaser's Condition Precedent expiry date.

1. The Builder's Conditions Precedent:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Builder's Conditions Precedent is for the sole benefit of the Builder, and can be waived by the Builder on or before the Builder's Condition Precedent expiry date.

1. In the event either the Purchaser's Conditions Precedent or the Builder's Conditions Precedent are not satisfied or waived by the respective condition precedent expiry date, this Agreement shall be null and void and the deposit monies paid shall be returned to the Purchaser forthwith and without deduction.

1. **DEFAULT BY PURCHASER**
2. It is agreed that if the Purchaser shall default in any payments represented in clause d)c) in the amounts and at the time stipulated in this Agreement, or should the Purchaser default in the observance or performance in any of the covenants, conditions, or provisions of this Agreement, then the Builder shall be entitled to provide a written notice served on the Purchaser at his/her address of this Agreement requiring the Purchaser to cure the default, neglect or event specified in such notice within fifteen (15) days of delivery of the notice. Should the Purchaser fail to comply with the said notice in the time specified, this Agreement shall terminate without further action by the Builder and the Purchaser shall have no right to reclaim the Deposit paid to date and the Deposit may be retained by the Builder as liquidated damages.
3. The Builder may at any time in its discretion waive for any period of time its rights hereunder or accept part payment of the sums in default or make any other concession that it deems advisable in the event of such default, but in no event shall such waiver, concession or other indulgence be construed as acquiescence by the Builder to any subsequent defaults of the Purchaser and the Builder may at any time without notice rely on the remedies provided to it under the terms of this Agreement or otherwise available at law with respect to such subsequent default.
4. **COVENANTS OF THE BUILDER**

The Builder hereby covenants and agrees:

1. to provide to the Purchaser a Residence in accordance with the Plans and Specifications attached herewith;
2. to represent and warrant that the Builder will not receive any financial compensation from any Sub-Contractor for contracts entered into by the Builder on behalf of the Purchaser;
3. to represent and warrant to the Purchaser that the Builder will use its best efforts to co-ordinate construction of the Residence within the Project within the Construction Schedule;
4. to use its best efforts to apply for and obtain whatever building, or other permits may be required to initiate and complete the construction of the Residence;
5. to contract, co-ordinate and supervise all Sub-Contractors involved in the construction of the Residence;
6. to co-ordinate construction of the Residence in accordance with the Plans, the Specifications, and the standards of the Progressive Home Warranty Program;
7. to update the Construction Schedule and advise the Purchasers of such occurrences;
8. to consult and recommend changes to design and construction procedures and materials, if required;
9. to arrange all appropriate inspections in the course of construction as required by any municipal, provincial or other authority;
10. to conduct a pre-occupancy inspection in order to determine outstanding work and deficiencies, and to co-ordinate and supervise the Sub-Contractors so that all outstanding work and deficiencies are completed by the Sub-Contractors in a timely manner;
11. to obtain on completion such occupancy or like certificates as may be required;
12. to ensure that all Sub-Contractors are registered under the Workers' Compensation Act, and are in good standing with the Workers' Compensation Act during construction of the Residence.
13. **COVENANTS OF THE PURCHASER**

The Purchaser hereby covenants and agrees:

1. to make the payments in accordance with Clause d) hereof;
2. to do all things reasonably within their power to assist in the construction and completion of the Residence so that the aims and intents of the parties hereto may be given effect, namely construction of the Residence in a timely manner and avoiding undue delays in construction as a result of the failure of the Purchaser to make decisions in a timely manner, including but not limited to:
	1. approval or rejection of Change Orders within the earlier of 5 business days of receipt of the Change Order, or the time specified by the Builder in the Change Order;
	2. to be available in person for all scheduled meetings as may be deemed necessary by the Builder;
	3. to be available for consultation by e-mail, fax, telephone or in person during regular business hours from Monday to Friday during the course of construction of the Residence.
	4. to finalize selections in a timely matter
3. that if material specified in the Construction Documents, or selections made by the Purchaser, which are necessary to complete the Residence, are not available for installation in time for the Builder's scheduled installation date, the Builder shall give notice of the same to the Purchaser as soon as practically possible, and the Purchaser shall within the earlier of 15 days or the time specified by the Builder in the Notice, choose alternate items that are of similar quality of the items not so available and that are available for installation in time for the Builder's installation date. If the Purchaser fail to make such alternate selection as may be required by the preceding sentence within fifteen (15) days or the time specified by the Builder in the Notice of being notified by the Builder of the necessity for them to do so, then the Builder may make such selection on the Purchaser's behalf, using the same criteria for the selection of alternate items as is referenced in this clause;
4. the Purchaser agrees to comply with all occupational health and safety rules on site and to wear any safety equipment required by law;
5. the Architectural, Architect or interior designer, whether supplied by the Builder or the Purchaser, is deemed a Sub-Contractor and the designer must comply with the Builder's Construction Schedule, in regard to making any and all color or product selections required to be made by the Purchaser;
6. to be responsible for any accommodation, food, moving expenses, interim living expenses incurred by the Purchaser during the course of construction of the Residence;
7. if the Purchaser is providing the Plans, the Purchaser shall be responsible for providing a copy of the Working Drawings to the Builder and the Purchaser shall and does hereby indemnify and save harmless the Builder of and from any and all actions, causes of action, costs, claims, loss, damages and liability of whatsoever nature or kind arising in respect of the design, structural engineering or Working Drawings of the Residence

The Purchaser is supplying the Working Drawings:

Yes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. except for the negligence or breach of contract by the Builder, to indemnify and hold harmless the Builder, its builders and employees, and all Sub-Contractors from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, arising in respect of the construction of the Residence which are:
	1. attributable to the negligence or breach of contract by the Purchasers or the Purchaser's Consultants, Contractors, or builders; or
	2. attributable to the negligence or breach of contract by any Sub-Contractor;
2. to agree that the Builder at its sole discretion will select the Sub-Contractors for the supply and installation of labour and materials for the construction of the Residence;
3. to be responsible for the preparation and filing of any application for rebate for GST to which the Purchaser may be entitled upon completion of construction of the Residence;
4. to select materials and colors as required by the Builder in accordance with the Builder's Construction Schedule;
5. to comply with the statutory provisions of the Builders' Lien Act of Alberta;
6. acknowledge that no changes are permitted for the structure of the Residence after finalization of the Plans.
7. **MUTUAL COVENANTS**
8. The Purchaser and the Builder agree that they shall review, on or before the scheduled Completion Date, a complete inspection report of the Lands and Residence, prepared by the Builder, to be duly signed by Purchaser and an authorized representative of the Builder, as to items specifically listed in such report as deficiencies. The Parties agree that they shall cooperate before the scheduled Completion Date for a mutually convenient Completion Date inspection appointment. The Parties agree that such Completion Date inspection be conducted jointly.
9. Any labor or material supplied by the Purchaser may only be provided or supplied at the sole discretion of the Builder.
10. The Builder and the Purchaser agree that in the event that a term of the Construction Documents conflicts with the Design Development Plans or the Working Drawings, the Construction Documents shall govern with respect to such term.
11. **CHANGE ORDERS AND EXTRAS**
12. The Parties hereby agree that any changes in the Construction Documents shall be made by way of a Change Order duly executed by each party.
13. All Change Orders must be approved in writing within 48 hours after presentation of the Change Order to the Purchaser. If the Purchaser fails to approve the Change Order within 48 hours, the Builder will proceed with construction of the Residence pursuant to the Specifications, without regard to the Change Order.
14. At the Builder's sole and absolute discretion, taking into consideration the effect that a Change Order would have upon the construction of the Residence, including but not limited to the Construction Schedule, related problems or expenses associated with incorporating Change Orders, the Builder in its sole discretion may reject such Change Order.
15. Change Orders requested by the Purchaser and investigated and/or priced by the Builder, and subsequently not accepted by the Purchaser, are subject to an administration fee of $150.00 per item. If the Purchaser accepts the Change Order, the Builder waives the administration fee.
16. Change Orders are billed by the Builder in an amount calculated as the incremental cost above the Purchase Price plus GST.
17. The Purchaser acknowledges that a request and/or acceptance of a Change Order may affect the Completion Date.
18. **WARRANTY**
19. The Builder agrees to enroll the Residence with the Progressive Home Warranty Program pursuant to the regulations of the program attached herewith as Schedule "G".
20. **DELAYS IN CONSTRUCTION**
21. The Builder shall not be responsible for any delays in the Construction Schedule caused by modifications to Construction Documents, Change Orders, Selections (Schedule F), strikes, adverse weather conditions, delays caused by suppliers of materials or the Sub-Contractors, delays caused by the actions or omissions of the Purchaser, or any other events beyond the control of the Builder.
22. **NOTICES**
23. Any notices required to be given under this Agreement shall be given to either the Builder or the Purchaser in writing and mailed by single-registered mail, or by personal delivery, to the following addresses:

Builder: GREEN CEDAR HOMES INC.

 BUILDER ADDRESS

 Calgary, Alberta POSTAL CODE

And a copy to: BUILDER LAWYER

LAWYER ADDRESS

Attention: LAWYER’S NAME

 LAWYER’S EMAIL

Purchaser:

And a copy to:

Attention:

1. **LICENSED REALTORS**
2. Unless a licensed realtor has been retained in writing by the Builder, the Purchaser hereby undertakes, agrees and represents that they have not at any time carried out any negotiations, inspections, or had other dealings with the Builder for the Lands (if applicable) and the Residence described in this Agreement through a licensed realtor, and that further, no licensed realtor has introduced them to the Lands or been the effective cause of the purchase of the Lands or entering into this Agreement.
3. **ACCEPTANCE**
4. This Agreement, when duly executed by the Parties hereto, shall constitute a binding contract for the construction and completion of the Residence and no representations, covenants or warranties made by any person or builder other than those in writing contained in this Agreement and signed by the Parties shall be binding on them so as to vary the terms of this Agreement.
5. **TIME**
6. It is agreed that time is to be considered of the essence in this Agreement.
7. **SEVERABILITY**
8. The invalidity of any particular provision of this Agreement shall not affect any other provision herein, but this Agreement shall be construed as if such invalid provisions were omitted.
9. **HEADINGS**
10. The headings to the paragraphs in this Agreement are included solely for convenience of reference and shall not in any way affect the interpretation thereof.
11. **GRAMMATICAL CONFORMANCE**
12. This Agreement is to be read with all changes to gender or number required by the context. Where there are two (2) or more Purchasers are bound by the same covenants herein contained, their obligations shall be joint and several.

1. **HEIRS AND ASSIGNS**
2. This Agreement shall not be assigned by the Purchaser without prior written consent of the Builder which consent may not be unreasonably withheld. Except as herein expressly provided, this Agreement shall inure to, be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date on page one of this Agreement.

GREEN CEDAR HOMES INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PURCHASER’S NAME

SIGNED, in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS PURCHASER

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS PURCHASER

Solicitor for the Builder: LAWYER NAME

LAWYER ADDRESS

Attention: LAWYER

PHONE # FAX #

Email: LAWYER’S EMAIL

Solicitor for the Purchaser:

Attention:

Phone (403) Fax (403)

Email:

Bank for the Purchaser:

Attention:

Phone (403) Fax (403)

Email:

**Schedule ‘A’ Specifications**

**Schedule ‘B’ Amendments to “Specifications - Schedule ‘A’”**

**Schedule ‘C’ Architectural Control Guidelines**

**Schedule ‘D’ Plans**

**Schedule ‘E’ Change Orders**

**Schedule ‘F’ Selections**

**Schedule ‘G’ Progressive Home Warranty**