

AGREEMENT TO AMEND OFFER TO PURCHASE AND CONTRACT – NEW CONSTRUCTION

(Use this form to amend contracts created on NC REALTORS® Standard Form 800-T.)

“Seller”: _____

“Buyer”: _____

“Property”: _____

Seller and Buyer have entered into a contract to build a home on the Property (the “Contract”), and the parties now agree to amend the Contract as follows (check all applicable boxes):

☐ **Additional Buyer.** By signing this amendment, (insert name only) _____ is added to the Contract as an additional buyer and will be included in the definition of “Buyer” in the Contract. The additional buyer named in this paragraph agrees to be obligated to all current terms of the Contract, including any amendments or addenda thereto, and is entitled to all rights and privileges given to Buyer in the Contract. Any party currently named as Buyer in the Contract will continue to be fully obligated and is not released from the Contract by Seller. Every party to the Contract, as well as the additional buyer named above, must sign this amendment for it to be effective.

☐ **Removal of Buyer or Seller.** By signing this amendment, (insert name only) _____ is removed from the Contract as a party and will be stricken from the definition of “Buyer” or “Seller,” as applicable, in the Contract. The party named herein will no longer be obligated to the Contract, including any amendments or addenda thereto, and will not be entitled to any rights or privileges given to Buyer or Seller in the Contract. Any other party currently named as Buyer or Seller in the Contract will continue to be fully obligated and is not released from the Contract. Every party to the Contract, as well as the party named in this paragraph, must sign this amendment for it to be effective.

☐ **Purchase Price.** The Purchase Price is changed from \$ _____ to \$ _____.

☐ **(Additional) Earnest Money.** The (Additional) Earnest Money Deposit is changed from \$ _____ to \$ _____.

☐ **(Additional) Earnest Money Deposit Date.** The date by which the (Additional) Earnest Money Deposit must be paid to Escrow Agent is changed to extend through 5:00 p.m. on: _____.

☐ **Construction Fees.** The Construction Fees are changed from \$ _____ to \$ _____.
The Construction Fees will now be paid in the following installments:

- \$ _____ Trigger Event 1: Within 3 days after the Effective Date
- \$ _____ Trigger Event 2: Within 3 days after the end of the Pre-Construction Evaluation Period
- \$ _____ Trigger Event 3: Upon notice from Seller to Buyer that the foundation has governmental approval
- \$ _____ Trigger Event 4: Upon notice from Seller to Buyer that all rough-in inspections are complete and have received governmental approval

☐ **Pre-Construction Evaluation Period.** The expiration of the Pre-Construction Evaluation Period is changed to 5:00 p.m. on _____, **TIME BEING OF THE ESSENCE.**

☐ **Plans and Specifications.** The following will be added to and incorporated into the Contract as Plans and Specifications: _____

_____.



- ☐ **Escrow Agent.** The Escrow Agent is hereby changed to: _____,
("Successor Escrow Agent") and the Escrow Agent named in the Contract is hereby authorized and directed by the parties to
release the Earnest Money to the Successor Escrow Agent.

By signing below, Successor Escrow Agent acknowledges receipt of the Earnest Money Deposit and agrees to hold and
disburse it as required by the Contract.

Signature: _____ Date: _____

Print Name: _____

- ☐ **Substantial Completion Date.** The Substantial Completion date is hereby changed to _____.

- ☐ **Buyer Expenses.** The amount Seller agrees to pay at Settlement toward Buyer's expenses in purchasing the Property is hereby
changed from \$_____ to \$_____.

- ☐ **Additional Third-Party Home Warranty.** Paragraph 10(n) of the Contract is hereby changed to provide as follows:

☐ No additional third party home warranty is to be provided by Seller.

☐ Buyer may obtain a _____-year home warranty at a cost not to exceed \$_____ which includes sales tax and
Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a _____-year home warranty from _____ at a
cost of \$_____ which includes sales tax and will pay for it at Settlement.

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM.

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____