WARRANTIES/BUYER RESPONSIBILITY/HOLD HARMLESS AGREEMENT FOR SALE OF HOUSE

 Buyer understands and agrees that the construction was being performed by students, and Buyer agrees to accept the construction of the house without any warranties express or implied (as to fitness, merchantability, habitability or otherwise). Buyer also understands and agrees that it may have to make modifications and/or additions to the construction work on the house in order to meet statutory, regulatory, code or ordinance requirements, or to make the house fit, merchantable and/or habitable. The BOCES shall not be liable to Buyer or to any third parties for any defects in workmanship or materials or for failure to follow plans and specifications. Buyer shall accept the house in an “as is” condition. BOCES is not responsible for any manufacturing defects and is not liable or responsible for any manufacturer who refuses to honor any warranty whatsoever.

Once Buyer has paid in full accord and satisfaction all invoices associated with the materials and supplies for the house and no later than August 5, 2024, BOCES will transfer title, possession, and ownership of the house to Buyer free of any and all liens and encumbrances otherwise. In the event Buyer has not paid any outstanding invoices, the house will remain BOCES’ property and Buyer will have ten BOCES’ business days to make said payment. At that time if Buyer fails to make payment, title remains with BOCES, BOCES retains all rights, title, and possession of the house and BOCES may sell, retain or dispose of the house in its sole discretion.

 Buyer must remove the house by October 8, 2024. Buyer incurs any and all expenses whatsoever incurred in the moving of the house. Buyer’s failure to remove the house by that date will result in a rental fee of $150 per day until moved. In the event Buyer does not remove the house from the premises after ten BOCES’ business days, title remains with BOCES, BOCES retains all rights, title, and possession of the house and BOCES may sell, retain or dispose of the house in its sole discretion.

 Buyer understands and acknowledges that Buyer is solely responsible to move the house with whatever equipment and means are needed to move the house off BOCES property and BOCES will in no way assist, aid or loan persons or equipment to aid in the moving of the house. Buyer assumes any and all liability for any and all real, personal or property damage and/or personal injury incurred in the moving process whether said damage or injury occurs on or off BOCES premises. Buyer indemnifies and holds BOCES harmless from any and all liability whatsoever whether civil, criminal, administrative, personal or property liability with regard to any act or omission by Buyer, moving the house and/or planting of the house. Notwithstanding the target transfer date above, if transfer occurs earlier than the transfer date or if still obligated to hold insurance will indemnify BOCES.

 If Buyer refuses to take possession of the house for any reason whatsoever, BOCES retains all rights, title, and possession of the house and BOCES may sell, retain or dispose of the house in its sole discretion.

 The failure, delay or waiver by either party to require of the other party performance of or compliance with any provision of this agreement, or to exercise a remedy upon default of the other party with respect to any obligation under this agreement, shall not constitute either a waiver of the right to require performance of or compliance with any obligation of the other party or a waiver of the right to exercise any right or remedy in the event of the failure of the other party to fulfill any obligation under this agreement.

 BOCES shall not be responsible for the following services with respect to the house and Buyer is solely responsible for but not limited to the following: Foundation work; sewage (septic system) work; rough mechanicals (exterior plumbing) including provision of water to the house; utility work, including underground electrical and telephone work; concrete work; stripping of driveways; blacktop work; topsoil work; landscape work; flooring; carpeting; and repairs to the house after completion of construction; the house will be placed; apply for building permit if required by the local code enforcement agency; complete excavation, basement installation, and girder beam; contact utility companies and set up dates for install; if sewer is not available at road a septic company will need to install a system; driveway installed to foundation; complete the ends of the house with siding, soffit, and metal (siding supplied only); install cap shingles overlapping the roof slopes of each half; make final electrical connections in crawl space (linking both sides to the panel); install the electrical service entry cable through basement to panel box; complete DWV (drain, waste, ventilation) from sewer/septic to roughed in plumbing below the floor; R30 is required in floor against rim band to complete installation envelope; install interior doors and casing; complete all flooring and transition strips; complete base trim where required; install kitchen appliances (Electric is provided for stove, gas lines will need to be installed if required); and install heating system and hot water heater; drywall stairwell and install stairs to code; finished painting; apply for certificate of occupancy if required by local code enforcement agency.

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BUYER SIGNATURE PRINT BUYER NAME DATE

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ADDRESS (STREET, TOWN, STATE)