



Pre-Contract Homebuyer Checklist

Builder Name:
Telephone:
Company Address:

General Information you should acquire *prior* to entering a contractual relationship in NEW CONSTRUCTION:

1) **What specific warranty(s) will be included with the purchase, are copies available for review prior to contract?**

Builder Warranty Only, ____ Year(s)	Builder Warranty + Extended Program, ____ Year(s)
2/10 HBW Insured Homeowners Warranty	RWC Insured Homeowners Warranty Other Insured Warranty Program

2) **Is the warranty transferable if the home is sold?** Yes No

3) **How long will the "grace period" be extended after closing until all utilities are placed in your name?** ____ Days

4) **Will property pin locations be clearly marked prior to closing?** Yes No

5) **When must a Home Inspector list be submitted to the builder for corrective action?**

6) **What is the builder/company policy for items that remain unfinished or incomplete after closing?**

7) **Will copies of "all" manufacturer warranties and homebuyer booklets be provided prior to closing?** Yes No

Major Manufacturer Information checklist:

Water Heater	Furnace / AC	Garage Door Openers	Refrigerator	Microwave
Range / Cooktop	Dishwasher	Garbage Disposal	Siding	Windows
Fireplace	Carpet / Vinyl	Hardwood		

8) **Does the builder have "BINDING LEGAL ARBITRATION," written into the contract agreement?** _____

Builders can and often do use binding legal arbitration to the buyer's disadvantage, be sure to read and understand what you are signing! It is advisable to have an attorney help you in this decision.

Arbitration...or Alternative Dispute Resolutions, should simply be an alternative. Homebuyers should have the right to choose if arbitration is in their best interest when problems with defects and or workmanship arise, and only then under the advice of legal counsel.

Binding arbitration is an alternative means of settling legal disputes. Instead of going through the public court system, parties involved in a legal controversy can waive their rights to public court and instead submit the dispute to a private arbitrator. The arbitrator will then review the case and make a legally binding decision.

Mandatory binding arbitration clauses are increasingly found in "preprinted" homebuyer purchase contracts, or seller/buyer agreements. Today it is important for consumers to make informed decisions when signing a home purchase agreement. Arbitration simply means relinquishing their right to a trial by their peers, a decision that many consumers have unsuspectingly made and regretted. The arbitration clause in contracts means that one party, an arbitrator, will resolve any dispute that arises. Not surprisingly, most homeowners have found this very unfair as many builders stipulate in the contract that the arbitrator that is to be used if needed, is one they select.

- ◆ Often there are no options for appeal. The arbitrator's decision is final
- ◆ Understand the perplexity of arbitration, along with costs