

to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by Seller, you must provide Seller an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

**5.17 NOTICES.** All notices, demands, or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, shall be void and of no effect unless given in accordance with the provisions of this Paragraph 5.17. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile or email, or by mail as a registered or certified item, return receipt requested. Notices shall be deemed given upon the date when received.

**5.18 BROKER REFERRAL FEE.** Seller agrees to instruct the Title Company to pay a Broker Referral Fee to Purchaser’s chosen Broker from Seller funds at Closing. The amount of the Referral Fee is three percent (3%) of the final Contract Purchase Price. To qualify for a Broker Referral Fee, the following must be satisfied: (1) the Broker or Agent must be disclosed on Part I of the Contract; and (2) the Broker or Agent must be employed as a Texas licensed Real Estate Agent and/or Broker with an active Real Estate Company. Prior registration of a Purchaser does not replace these conditions and is offered as a courtesy only. Seller will pay only one (1) Referral Fee for this Contract, and Referral Fees will not be split between Brokers. Seller is not liable for payment of any commission. Seller’s obligation to pay the Referral Fee is contingent upon successful payment of funds and completion of Closing.

\*\*\*\*\*CAUTION\*\*\*\*\*

**THIS CONTRACT CREATES CERTAIN LEGAL RIGHTS AND OBLIGATIONS. PURCHASER IS ADVISED OF THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS CONTRACT AND TO PROVIDE SUCH COUNSEL, FOR REVIEW AND EXAMINATION, A COPY OF THIS CONTRACT. BY THE SIGNATURE AFFIXED BELOW, PURCHASER ACKNOWLEDGES THAT PURCHASER'S DEFAULT OF THIS CONTRACT MAY RESULT IN FORFEITURE OF ALL OF PURCHASER'S EARNEST MONEY AND CHANGE ORDER DEPOSITS. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.**

**This Contract provides that all disputes will be resolved by BINDING ARBITRATION. Purchaser foregoes the right to file suit in court with respect to any claim that is within the scope of the arbitration clause. For more details, review Paragraph 5.15 of the Contract.**

**PURCHASER:**

**SELLER:**

\_\_\_\_\_  
**PURCHASER**

**BRITTON HOMES**

\_\_\_\_\_  
**PURCHASER**

**By:**  
\_\_\_\_\_  
**SALES PROFESSIONAL**