



Valecraft Homes Décor Disclaimers

Lot#: 5 Model:1086 THE STEEL ELEV C in Place St. Thomas - Valecraft Homes (2019) Limited
PURCHASERS: Maaz Irfan and Aisha Rahmaan

TEL:

Through years of doing business, we at Valecraft Homes have encountered issues beyond our control. The following disclaimers apply to all instances of Schedule B1A and 680 forms and all Colour Chart forms.

HOUSE EXTERIORS

The Vendor has the right to exercise full architectural control over exterior finishes and as such, the Vendor shall have final approval of all colour selections. This includes but is not limited to additional brick to external side yard walls to enhance the streetscape and/or to comply to municipal agreements.

Variations in subcontractors across different sites and varying site conditions may result in house exteriors that differ from the artist renderings. The Builder cannot be responsible for results which differ from the artists renderings of elevations.

ADDITIONAL WINDOWS

Additional windows to side elevations are subject to limiting distance as per Current Ontario Building Code and Municipal Zoning.

MULTI-MEDIA

The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.

IN-WALL CONDUIT FOR AUDIO/VIDEO CABLES

The Purchaser acknowledges and accepts that due to the variation in framing requirements in different parts of the Purchaser's home, conduit lengths and routing can vary. In virtually all instances of ground floor installation (i.e. above a fireplace), conduit will first travel down into the basement below the floor joists, over to the termination point and back up into the main floor. As a result, it is best to measure the length of the conduit after occupancy with a "pull wire" before purchasing The Purchaser's cables. For above fireplace installations, the conduit wall plate will be installed approximately 10" above the Fireplace Mantle, unless otherwise specified in the Client Upgrades.

PLANS

Plans are subject to change without notice. Actual usable floor space may vary from the stated floor area. Layout for the services, kitchen, furnace, HWT and laundry tub may vary from plan. Vertical and horizontal bulkhead, which are not shown on plan, may be required for plumbing and heating runs. E.& O.E.

For townhomes, Purchasers Agree to sign an exterior block plan layout when available. Purchaser(s) acknowledge that rooflines may be altered at this time from the brochure due to block assembly.

INVENTORY AND MODEL HOMES:

Purchaser(s) Acknowledge And Accept That All Interior Colours And Wiring Have Been Selected And Installed By The Vendor And Will Remain As Installed. (Ie: Cabinetry, Flooring And Paint Colours But Not Limited To.)

SELECTIONS AND APPOINTMENTS:

All colour and material selections are to be made from Vendor's standard samples unless otherwise paid for as an upgrade.

In the event the work on the house has progressed beyond the point where the items covered by these invoices cannot be installed without entailing any unusual expense, then this order is to be cancelled and any deposit paid in connection with the same is to be refunded to the Purchaser.

The vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the Purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the Purchaser.



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It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras ordered are not refundable to the Purchaser(s). Extras or changes will not be processed unless signed by the Vendor. These extras may not be amended without the written consent of Valecraft Homes.

The Purchaser(s) acknowledge and accept that failure to finalize the structural or colour selections by their cut-off date may result in a delay in construction and the builder has the right to extend the closing date. Due to failure to complete the above-mentioned selections and at no fault of us, the builder reserves the right to hold The Purchaser responsible for a delayed closing, including charging extra administration cost and interest on the balance due on closing.

ADMINISTRATION FEES

Purchaser(s) Acknowledge That An Administration Fee Will Be Charged For All Change Orders Received Later Than 14 Days After Firm Up. No estimates or orders will be accepted once construction has commenced.

Should a refund be requested on any extras purchased, an 80% reimbursement of the purchase price will be given. (a \$50.00 minimum charge and a maximum \$250.00 charge will apply)

Prices and specifications which do not form part of this Agreement are subject to change without notice at the sole discretion of the vendor. Should a change in price occur, Valecraft Homes reserves the right to request from the Purchaser an adjustment of the price or a refund limited to that item.

The Purchaser acknowledges and accepts that ANY changes made to upgrades after signing the 680's are subject to a minimum administration fee of \$150. PLUS a 10% holdback fee.

Purchasers are aware that any request to add a percentage of upgrades from the 680's will be processed only after the builder receives approval letter from the bank.

GENERAL:

The Purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, central air conditioning and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks and furnaces, basement wall height, specifications and material finishes may vary from model homes/plans.

The number of steps required at entrances into the home and the garage entrance may vary from the model home/plans depending on individual lot grading requirements. Due to these steps, exterior railings may be required. Purchaser(s) acknowledge the requirement to install an approximate 3' x 3' landing with stairs at the garage entrance to the house as a result of the 2006 Building Code Requirement OBC 9.8.6.2. if 3 or more risers are required as a result of grading.

Basement window wells may or may not be required depending upon individual lot grading requirements.

Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of The Purchaser's driveway may be required depending upon the frontage and specifically if the frontage is less than average as in the case of a pie-shaped lot.

The grading and drainage of The Purchaser's lot has been designed and engineered to ensure that surface water is directed away from The Purchaser's home and into swales. These swales run at the side and rear of The Purchaser's property lines. Swales generally have more aggressive slopes relative to the general lot and will always occupy a portion of the useable space of The Purchaser's lot to serve their function properly.

Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

STAIRCASE VS FLOORING WOOD SPECIES DIFFERENCE

The Purchaser acknowledges and accepts that the wood species of the staircase and flooring chosen do not match. This difference might result in an undesirable colour variance. The Purchaser acknowledges and accepts that though the flooring is of the same species as the staircase the difference in product finishing may result in a stain colour variance. The Purchaser agrees that the vendor is to be exempt from any and all claims by the Purchaser regarding this colour variance.



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RAILINGS

All railings, spindles, posts, nosing’s and stairs come from solid wood and veneered wood materials sourced from multiple locations and suppliers. As such there will be variations in grains and shades between the various natural components beyond our control. Due to this variance in material, all components will stain with colour or natural finish differently. Iron spindles are wrought in nature and depending on the manufacturing process will have differences from spindle to spindle which is normal. Also the finish of the iron spindles is of a powder coated nature. This process can produce minor colour variations or tones. Furthermore, the assembly of the metal spindles can develop a natural rattle over time from vibration in the railing. Minor rattling is normal and is a part of the wrought iron spindle assembly.

FIREPLACE MANTLE

Due To Extremely High Heat Temperatures Exiting The Top Vent Of The Fireplace And The Potential For Damages To Heat Sensitive Electronics And/OR Wall Décor Installed Above The Fireplace, The Purchaser(s) Acknowledge(s) That The Builder Recommends Installing A Fireplace Fan Kit As well As Maintaining The Mantle Installed Above The Fireplace.

STAIN COLOURS

Due to the many variables that can affect the outcome of a stain colour on wood, staircases, railings, and fireplace mantles, the colour may not be identical to samples. Factors such as density, age, humidity, air temperature, and the uniqueness of each piece of wood can result in wide variations in darkness or lightness. The builder will make every attempt to come as close to the sample as possible, but cannot be responsible for results which differ from the samples.

Stain on pre-finished hardwood floors will not be an exact match to the stain colours available on stairs, spindles and rails. The Purchaser is to choose from the builder’s stain samples for these areas to their satisfaction.

APPLIANCE SPECIFICATIONS

All appliance openings are set to the builder's standard openings. Please advise the Sales Representative at time of the structural appointment if custom sizing of cabinets is required for any built - in appliances. The Purchaser is responsible for costs and fees associated with changes to pre-manufactured kitchens made subsequent to colour appointments.

The Purchaser acknowledges and accepts that in order to accommodate upgraded appliances, all appliance specifications should be provided at the time of their structural appointment. Should this not occur they must be provided to the Décor Center within one (1) week of completion of structural chart. Failure to do so, may result in the need to revert to the standard appliance openings or in a delay in construction of The Purchaser’s dwelling, as a cost of \$150 to re-open The Purchaser’s structural file should changes be required. As a result, the builder may be forced to extend the closing of The Purchaser’s transaction. Due to failure to complete the above-mentioned selections and at no fault of our own, the builder reserves the right to hold The Purchaser responsible for this delayed closing, including charging extra administration cost and interest on the balance due on closing.

Purchaser(s) acknowledge that High Efficiency Washing machines have the potential to create vibrations due to the tub spinning at very high speeds.

Purchasers Accept Standard Appliance Openings (unless otherwise specified):

Fridge - 33"W x 70.75" High Approx.

Range - 30-1/2"D x 31-1/2"W Approx.

Dishwasher - 24" W Approx.

GRANITE, MARBLE ENGINEERED SURFACES WAIVER

Due to the natural composition of such materials as Granite and Marble, inherent variations in texture, colour and consistency are to be expected and considered normal. As such, the client is given an opportunity to view the slab prior to installation (W4) and the Purchaser agrees not to hold the Vendor liable for such variations. All countertop surfaces which may have seams, the product pattern & shades can change in these areas.

CERAMIC BACKSPLASHES:

The Purchaser(s) Acknowledge & Accept That The Vendor Does Not Recommend The Deletion Of The Ceramic Kitchen Backsplash & That The Vendor Will Not Be Liable For Any Damage To The Drywall, Paint, Cabinets Or Countertops Resulting From The Deletion Of The Backsplash.

FILE COMPLETION:

Purchaser has attended a Colour appointment at the Decor Centre & has DECLINED any additional upgrades and accepts and acknowledges that there will be no further structural changes/additions/deletions to be made upon signing.

RESELECTIONS

It is not uncommon for flooring, such as tile, to become discontinued prior to its installation. Therefore, it may be necessary to make a reselection of certain materials sometime during the building process. The builder cannot assure The Purchaser that another choice approximating The Purchaser’s selection will be available.



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GENERAL:

The vendor may substitute materials of equal or greater value without consent.

The Purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, central air conditioning and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks and furnaces, basement wall height, specifications and material finishes may vary from model homes/plans.

The Purchaser understands that due to normal manufacturing production, materials which are installed in the home may vary slightly in colour from the vendor's samples and/or model homes.

The wood used in the finishing products of The Purchaser’s home such as wood flooring, cabinetry and railings exhibit natural variations in colour tone, graining pattern and consistency. As no two pieces of wood are identical, these natural variations will create colour variations upon staining thereby making it virtually impossible to achieve true colour consistency.

Any hardwood flooring installed in the Real Property is made of kiln-dried natural material which is subject to natural shrinkage (typically in winter when humidity levels tend to be low) and expansion (typically in summer when humidity levels tend to be high) for which the Purchaser(s) agrees is not the responsibility of the Vendor and agrees that the Vendor shall not be liable in respect of such issues. The Purchaser(s) also acknowledges being advised by the Vendor that ceramic tile rather than hardwood flooring is recommended at entry points to the home due to the possibility of water exposure. The Purchaser(s) is advised that the Ontario Building Code recommends against the installation of wood flooring in kitchens, bathrooms, entrance halls, laundry, and general storage areas (the "Designated Areas"). Wood flooring is water permeable and over time such flooring and sub-flooring beneath it could deteriorate if moisture persists. Should the Purchaser(s) selections for materials for the dwelling include wood flooring in the designated areas, the Purchaser(s) assumes the risks described herein voluntarily.

Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

I hereby acknowledge reading and understanding the above copy and will not hold Valecraft Homes responsible for any issues in relation to above.

Purchaser's Signatures

DocuSigned by:

AR

A610EB1834A8499...

DocuSigned by:

Maaz Irfan

B14A83FE0E8D4B4...

Date

February 7, 2021 | 12:32 PM EST

Date

February 10, 2021 | 1:25 AM EST

Vice President:

DocuSigned by:

Frank Nieuwkoop

A04F827301214EE...

February 10, 2021 | 3:27 AM PST

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