



## **Sales, Construction and Walkthroughs**

Cornerstone Real Estate Rocky Mountains is your primary point of contact during the initial sales period, and will remain your primary point of contact throughout the construction process for all items associated with the Purchase and Sale Agreement. The Summit Combined Housing Authority is your primary point of contact for the application process, the restrictive covenant (deed restriction) and home ownership education.

After you have executed a Purchase and Sale Agreement you will be contacted by a Client Administrator with Smith Ranch Development who will confirm your selections and upgrades, and update you on progress during construction through the BuilderTrend software.

During construction, the following rules will be in force:

1. You cannot enter the job site without a prescheduled walk-through....EVER. If you do, it will be considered trespassing and the police will be called. And, Smith Ranch Development reserves the rights to break contract if this rule is broken.
2. If you would like to visit the job site prior to your closing walk-through, you need to schedule an appointment with the Client Administrator or Listing Agent. The attached Waiver must be signed prior to your first job site visit, and must be adhered to at each and every site visit. If you would like to bring any minors (under the age of 18), please keep the following in mind:
  - a. Minors shall not be allowed on Tours unless accompanied by, and under the direct supervision of, two parents or legally-responsible adults;
  - b. Minors are only permitted to enter a unit under construction after the drywall stage of construction is complete;
  - c. At the discretion of the Listing Agent or Client Administrator, minors shall not be allowed on Tours if significant construction activity is present at the time of the tour that results in additional safety

concerns – please be sure at least two parents or legally-responsible adults are present such that one may remain in a safe location with the minors.

3. Your Client Administrator will send you construction updates and/or photos through BuilderTrend.
4. Within 30-60 days of completion, the Client Administrator will provide a solid expectation on your walk-through and closing date, and request that you confirm a day and time between 9:00 AM and 3:00 PM Tuesday-Friday to conduct your walk-through and closing. Please allow 1 ½ hours for the walk-through and 1 additional hour for closing. Your walk-through and closing will occur on the same day. Walk-throughs will not be conducted unless closing is scheduled to occur, and the contracted buyer must be present for both. Only 1 walk-through will be conducted.
5. You will have 15 days after closing to identify any cosmetic items not noticed during walk-through. Such cosmetic items do not include move-in damage or wear and tear. These items should be reported through BuilderTrend, and any non-emergency items should be consolidated and submitted as one list on the 15<sup>th</sup> day.
6. After the initial 15-day period, you may report warranty items and schedule appropriate subcontractors through BuilderTrend. Please familiarize yourself with the Limited Warranty and Standards of Construction prior to identifying a warranty claim.



**CONSTRUCTION SITE TOUR  
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

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PRINT NAME: \_\_\_\_\_ (“Visitor”)

ADDRESS: \_\_\_\_\_

**This Agreement affects and limits your legal rights. You must read it, understand it and sign it below. If you refuse to sign where indicated, Smith Ranch Development, LLC (“Developer”) and/or Summit Homes Construction, LLC (“Contractor”) may refuse to allow you to enter upon, or access, the Property.**

In consideration of the above-named Contractor granting me access to the property at the Smith Ranch Neighborhood, Silverthorne, Colorado (the “Property”) for the limited purpose of conducting a sales tour (the “Tour”), as evidenced by my signature below, I hereby agree on behalf of myself, my successors, heirs, assigns, personal representatives and estate, to abide by all rules, terms and conditions established by the Contractor and to assume the risks described below. I further agree that I will release, discharge, hold harmless and indemnify Contractor, its employees, managers, agents, and owners as set forth below.

**RULES, TERMS AND CONDITIONS GOVERNING ACCESS TO PROPERTY:** Tour schedules will be communicated through the Summit Combined Housing Authority (“SCHA”), Cornerstone Real Estate Rocky Mountains (“Listing Agent”), the Developer and/or the Contractor. Generally, access during a Tour shall NOT be allowed on or in:

- a. Any building prior to final installation of roof sheeting, windows and doors;
  - b. Any building that is in the drywall stage of construction;
  - c. Any building that is in the painting stage of construction;
  - d. Any decks on any building until decking and railings are fully completed.
1. No Visitor shall leave or depart from the group during any Tour;
  2. All Visitors on Tours must wear hard hats, eye protection and closed-toed shoes;
  3. No food or drink is allowed on any Tour;
  4. Visitors shall refrain from touching or leaning against any surfaces (other than floors and railings) while in or on any building;
  5. Visitors must not step on wet tile (access is typically taped off by subcontractor);
  6. Minors shall not be allowed on Tours unless accompanied by, and under the direct supervision of, two parents or legally-responsible adults;

7. Minors are only permitted to enter a unit under construction after the drywall stage of construction is complete;
8. At the discretion of the Listing Agent or Client Administrator, minors shall not be allowed on Tours if significant construction activity is present at the time of the tour that results in additional safety concerns - please be sure at least two parents or legally-responsible adults are present such that one may remain in a safe location with the minors.
9. No Visitor shall be allowed on any Tour unless this Agreement is signed and dated by the Visitor.

**DISCLOSURE OF RISKS:** By my signature below, I acknowledge that I am aware that entering upon a construction site and any related activity in which I am about to voluntarily engage bears known and unknown risks which could result in injury, death, illness, physical or mental harm to myself and others, and/or damage to my property or to the property of others. These risks and hazards include, but are not limited to:

**FALLING OR TRIPPING; FLYING OBJECTS; ELECTRIC SHOCK; VARIATIONS IN FLOORS OR TERRAIN; SPLINTERS ON SURFACES; SHARP OBJECTS; CONSTRUCTION EQUIPMENT FAILURES; EXPLOSIONS; FAILURE OF OTHERS TO OBSERVE SAFETY PRECAUTIONS; INJURY FROM HAMMERS, SAWS, NAILS, SCREWS, STAPLES, AND HAND TOOLS; CARRYING, LIFTING OR DRAGGING EQUIPMENT, MY OWN PHYSICAL CONDITION, MY OWN NEGLIGENCE AND THE NEGLIGENCE OF OTHERS INCLUDING CONTRACTOR'S AGENTS; CONSUMING FOOD OR DRINK WHILE ON A TOUR; LIGHTNING OR OTHER NATURAL DISASTERS.**

**ASSUMPTION OF RISKS:** By my signature below, I voluntarily assume and accept any and all risks of any injury or harm to my person or property which may result from the above-listed, or any other, hazards arising from my Tour of the Property. **This assumption of risk includes the risk of injury or harm which may be caused by acts of omission or negligence by Contractor or any of its employees, managers, agents, owners, and other persons.**

**WAIVER, RELEASE AND INDEMNIFICATION:** By my signature below, I voluntarily release and discharge Contractor, its employees, managers, owners, agents, independent contractors and all persons related to Contractor from all liability, claims, demands, or causes of action which are related to, arise from, or are in any way connected with my participation in any Tour of the Property. This includes claims related to the hazards described above, as well as the negligent acts or omissions of Contractor or others. I agree to follow the instructions of all Listing Agent Tour guides, to wear a hard hat, protective eye wear, closed-toed shoes, and to obey all posted signs, and all other written or verbal instructions. I agree to hold harmless and indemnify Contractor, its employees, managers, owners, agents, independent contractors or others related to Contractor from all damages, costs and attorney's fees in connection with any claim or claims which may arise as a result of any Tour of the Property in which I engage, except for any claims which may arise from the intentional or willful and wanton conduct of Contractor or any of its employees.

**I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT I AM VOLUNTARILY ASSUMING ALL RISKS OF HARM, LOSS, OR INJURY AND AM FOREVER RELEASING AND WAIVING ANY RIGHT I MAY HAVE TO RECOVER DAMAGES, ATTORNEYS FEES, COSTS OR OTHER AMOUNTS FROM CONTRACTOR, ITS EMPLOYEES, MANAGERS, AGENTS, OR OWNERS, FOR ANY CLAIM, INJURY, LOSS, DAMAGES, OR HARM TO MYSELF OR OTHERS RESULTING FROM THE RISKS AND HAZARDS DESCRIBED ABOVE OR FROM ANY OTHER ACTIVITY RELATED TO THE TOUR. I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE I AM BOUND BY IT.**

**THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT SHALL REMAIN IN EFFECT FROM THE DATE SIGNED BELOW UNTIL CLOSING, AND APPLIES TO EACH AND EVERY SITE VISIT DURING CONSTRUCTION.**

**VISITOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_