

STANDARDS COMMITMENT FORM



As a commitment to membership in the Builders Association every builder, remodeler, and interim builder member (hereinafter referred to as "member") shall sign and agree to the following conditions:

1. The Indiana Quality Assurance Builder Standards manual must be provided to every customer at the time of contract signing for each new construction and/or remodeling project undertaken by the member.
2. All contracts must include language incorporating the Standards as a part of each new construction and/or remodeling project undertaken by the member. (Recommended contract language included in attached Exhibit I a or I b)
3. A third party dispute resolution mechanism, selected by the builder to handle disputes arising from the Standards shall be a part of all contracts for construction and/or remodeling projects undertaken by the member.
4. The member understands that non-compliance with these commitments, unresolved dispute resolutions, or a large number of complaints against the member may require that the member address the Indiana Quality Assurance Builder Standards Coordinator/Committee of the Association. The Coordinator/Committee may recommend that the Board of Directors impose sanctions on the member. Those potential sanctions may include, but are not limited to eliminating membership privileges and/or expulsion from the Association.

I have read, understand, and agree to, the above-described commitments, including all exhibits, as a part of my membership in the Builders Association. This commitment is valid until written notification is given by either party to cancel the membership.

Signature - Authorized Representative of Member Firm

Title - Authorized Representative of Member Firm

Company

Date

EXHIBIT IA

Recommended Sales Contract Language to incorporate the Standards into the contract for builders WITHOUT additional purchased warranty (ie . 2/ 1 0, Home Buyers Warranty, or any other warranty that meets the implied warranty law of the State of Indiana):

The Builder agrees that the home or addition shall be constructed to comply with the

"Builder Responsibilities" as set forth in the Indiana Quality Assurance Builder Standards, ____ edition (hereinafter referred to as "Standards") subject to the terms and conditions of the Standards. The Standards shall be deemed a part of this contract.

The party's agreement to the provisions of this paragraph, along with the receipt of a copy of the Standards, is evidenced by their signatures below:

Builder Signature

Customer Signature

EXHIBIT IB

Recommended Sales Contract Language to incorporate the Standards into the contract for builders WITH additional purchased warranty (ie. 2/ 1 0, Home Buyers Warranty, or any other warranty that meets the implied warranty law of the State of Indiana):

The Builder agrees that the home or addition shall be constructed to comply with the

"Builder Responsibilities" as set forth in the Indiana Quality Assurance Builder Standards, ____ edition (hereinafter referred to as "Standards") subject to the terms and conditions of the Standards. The Standards shall be deemed a part of this contract. With respect to any Builder who participates in an additional purchased home warranty program, in the event that there is any inconsistency between the Standards, on the one hand, and the terms and provisions of any of the documents comprising such warranty insurance program, on the other hand, then the terms and provisions of the document comprising such warranty insurance program shall govern and apply to the extent of any such inconsistency.

The parties agreement to the provisions of this paragraph, along with the receipt of a copy of the Standards, is evidenced by their signature below:

Builder Signature

Customer(s) Signature

NOTE: The Indiana Quality Assurance Builder Standards provide all of the recommended program language as information only. Please seek legal advice before incorporating any of this language into your contracts.