



PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB)
GREEN BUILDING DISCLOSURE
(For Use With Completed Homes Constructed On The Builder's Property)

CONCERNING THE PROPERTY AT

(Street Address and City)

This "Green Building" Disclosure is being provided to _____ ("Buyer") from _____ ("Builder") prior to or as a part of Buyer and Builder executing a contract for the purchase and sale of the property and improvements defined above (the "Improvement[s]"). Buyer has expressed an interest in having the Improvements contain certain materials and systems which Builder and Buyer understand involve so-called "Green Building" items. However, Buyer and Builder agree that "Green Building" is a subjective term with many possible definitions and understandings. Prior to executing a contract for the purchase and sale of the Improvements, Buyer understands and acknowledges that Builder is not holding itself out as a "Green Building" specialist and that Builder has not made any specific representations related to the impact of "Green Building" on the Improvements. Builder has not made any specific representations to Buyer regarding actual energy cost savings, the Improvements' sustainability, indoor air quality, indoor environmental quality, water savings, or any other similar "Green Building" representations. Although Builder warrants the Work and the Improvements pursuant to the Express Limited Home Warranty, Builder does not offer any special or additional warranty on "green" systems or materials. Buyer understands that "green" systems and products may in fact have a shorter lifespan than "non-green" products and that "green" products/systems may cost more than "non-green" components and may require more frequent maintenance by Buyer. After discussing the Improvements, Builder and Buyer agree that Builder has: constructed the Improvements pursuant to the guidelines established by _____ [criteria] or NOT constructed the Improvements pursuant to any formal "Green Building" guidelines.

Compact Fluorescent Light Bulb Disclosure: If Compact Fluorescent Light Bulbs ("CFLs") are installed. Buyer understands that CFLs contain mercury. Buyer understands that if a CFL is broken the CFL could emit dangerous mercury vapor that exceeds federal guidelines for chronic exposure. In addition, if broken, CFLs may require special cleanup efforts by certified professionals that could be costly. Buyer also understands that CFLs may have to be disposed of via a specific recycling protocol. Builder has directed Buyer to www.epa.gov for further information on CFLs. Humans and animals should avoid exposure to mercury and mercury vapor.

Delays: Builder and Buyer agree that delay may arise related to "green building", including, but not limited to, scarcity of green building components or subcontractors qualified to install special components or systems, additional inspections or a delay in inspections due to an inspector's unfamiliarity with green building systems, unanticipated issues caused by green building systems or components, and that any delay caused by such "green building" issues is an excusable delay.

Verification/Certification: Builder cannot guarantee that any specific "verification" or "certification" will be issued from a third party regarding the Improvements, and the parties agree that Builder's failure to obtain same is not to be considered a breach of any agreement between the parties. Buyer and Builder agree that Buyer will suffer no actual or consequential damages if Builder is unable to obtain any applicable "green building" verification or certification.

Warranty: Builder does not offer any extra warranty for "green" components, systems, or materials other than those warranties provided by Builder pursuant to the Express Limited Home Warranty and any applicable manufacturer warranty.

Unanticipated Costs: If Buyer desires exotic or unfamiliar green products or construction techniques, Buyer understands and agrees that Buyer is contractually liable for cost overruns related to such items.

Executed on _____, 20_____.

Buyer

Builder: _____

By: _____

Printed Name: _____

Buyer

Title: _____