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**CLARIFICATION ADDENDUM TO BIA REAL ESTATE PURCHASE OR HOME CONSTRUCTION AGREEMENT,  
LIMITED WARRANTY AGREEMENT AND/OR LIMITED STRUCTURAL WARRANTY AGREEMENT**

This Clarification Addendum amends and is made a part of the Real Estate Purchase and/or Home Construction Agreement (collectively the “Construction Agreement”) dated \_\_\_\_\_, between \_\_\_\_\_, (the “Seller”, who may also be referred to in the alternative as the “Contractor” or “Builder” in various agreements) and \_\_\_\_\_, (the “Buyers” collectively, or in the singular the “Buyer”, who may also be referred to in the alternative as the “Owner” in various agreements) and regarding lot number and/or address \_\_\_\_\_ of the \_\_\_\_\_ subdivision in \_\_\_\_\_ Ohio. (the “Property”) The Seller/Contractor/Builder and Buyer(s) may also be referred to collectively as the “Parties” herein.

The Parties have previously entered into the above referenced Construction Agreement and may also have executed or contemplated executing a Limited Warranty Agreement and/or Limited Structural Warranty Agreement (the “Warranty Agreements”) related to the subject work at the Property. This Addendum also amends and is made part of such Limited Warranty Agreement and/or Limited Structural Warranty Agreements if same are applicable and in force between the Parties. The Construction Agreement and Warranty Agreements are herein sometimes for simplicity collectively called the Agreements.

Together, the previously executed Construction Agreement and Warranty Agreements provided that the only warranties provided by the Seller/Builder/Contractor were the express warranties provided in the Agreements themselves. The Agreement and Warranty Agreements waived and/or limited any duty to perform construction in a “good and workmanlike” manner which may have been implied “at law”, or through court decisions.

On March 14, 2012, the Ohio Supreme Court issued a ruling interpreting Ohio law to mean that Ohio homebuilders have a duty to construct a house in a workmanlike manner using ordinary care that is imposed by law and that this duty cannot be waived by contractual terms between parties. (See Jones v. Centex Homes.)

This ruling means that any language in the Construction Agreement or the Warranty Agreements attempting to limit the duty to construct in a good and workmanlike manner is now void and unenforceable. This Addendum documents the Seller's/Builder's/Contractor's and Buyer's recognition of this change in Ohio law and their amending the existing Construction Agreements and/or Warranty Agreements by deleting any and all references to waiving the implied duty to perform home construction in a workmanlike or a good and workmanlike manner.

By executing this Clarification Addendum, the Parties further agree that nothing in any existing executed agreements, warranties agreements, addenda, or other contracts or attachments thereof shall be interpreted as limiting the Seller's/Builder's/Contractor's duty imposed by Ohio law to perform home construction in a workmanlike or good and workmanlike manner.

No other existing contractual terms or rights are altered by this Addendum, and Buyer and Seller hereby fully ratify and reaffirm the Agreements excepting only as modified herein.

Buyer and Seller hereby acknowledge their receipt, understanding of and agreement with this Addendum by the placement of his/her/their signatures below.

**CONTRACTOR:**

**OWNER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**THIS FORM HAS BEEN PREPARED BY THE BUILDING INDUSTRY ASSOCIATION OF CENTRAL OHIO, INC., AND IS FOR USE BY ITS MEMBERS ONLY. ANY OTHER USE OF THIS AGREEMENT BY INDIVIDUALS OR ENTITIES WHO ARE NOT MEMBERS OF THIS BUILDING INDUSTRY ASSOCIATION OF CENTRAL OHIO, INC., IS STRICTLY PROHIBITED.**

**The Addendum binds and is legally enforceable as to the executing parties only. The Building Industry Association of Central Ohio is not a party to this Addendum. Thus, this Addendum does not represent any agreement by the Building Industry Association of Central Ohio, Inc. and shall not be interpreted or represented as a sales contract, warranty agreement, or promise of any kind to be fulfilled by the Building Industry Association of Central Ohio, Inc.**

**THE BUILDING INDUSTRY ASSOCIATION OF CENTRAL OHIO, INC., RECOMMENDS THAT ALL PARTIES TO THIS AGREEMENT BE REPRESENTED BY LEGAL COUNSEL.**