

## Builder Deposit Agreement

Winton/Flair Homes (Builder) desires to build a custom home for \_\_\_\_\_ (Customer) to be located on Lot \_\_\_\_, Block \_\_\_\_\_, of the \_\_\_\_\_ Subdivision located in \_\_\_\_\_ County, Texas.

The Customer wants a custom home priced at approximately \$\_\_\_\_\_ and desires to have a floor plan, elevations, a plot plan and finish-out allowances with a price that meets their desires.

The Builder and the Customer recognize that time and effort will be required to effectively generate a plan that meets the customer's needs and that they will collaborate to co-create the plans and specifications in a timely manner. It is the intent that numerous revisions may be required as Builder and Customer collaborate on the plans and pricing and this agreement shall limit the total number of plans and revisions to four.

To exhibit their earnestness and intent, the Customer agrees to remit \$2,000 as a Builder Deposit to Builder. Builder will generate the required plans and pricing with the intended result being a contract between Builder and Customer for construction of the home. In the event a contract is agreed to, the Builder Deposit will be credited towards the purchase price of the home. If no contract to construct the home is agreed to between Builder and Customer within 45 days of the receipt of the initial plan, this agreement will terminate and the Builder shall retain \$1,200 of the Builder Deposit as compensation for creation of the plans and as consideration under this agreement. The balance of the Builder Deposit shall be returned to Customer and the Customer may retain all copies of plans at their then state of completion, which may or may not be sufficient to actually permit and construct a home.

This agreement entered into on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Winton/Flair Homes (Builder)  
6300 Escondido  
El Paso, TX 79912  
(915) 584-8629