

Within seven (7) days of receiving the written description of all home modification requirements/specifications from the homebuyer:

The Mattamy design team will consult with the homebuyer to discuss and clarify the modifications requested.

Within fourteen (14) days of the consultation, Mattamy Homes will provide a written response/confirmation to the customer as to the feasibility, pricing and associated terms and conditions of each of the home modifications.

Within seven (7) days of receiving the written response/confirmation from Mattamy Homes:

- The homebuyer will confirm in writing to the Sales staff that the pricing and specific character of the modifications and all terms and conditions are accepted & satisfactory.
- The homebuyer will provide to Mattamy Homes an increased deposit equal to 35% of the price increases related to the home modifications, reflecting the cost of the modifications.
- All costs of modifications and associated terms and conditions set out by Mattamy Homes and accepted by the homebuyer then will revise and form part of the purchase price and Agreement of Purchase and Sale (by way of schedule or otherwise).
- The homebuyer acknowledges and agrees that late requests for additional modifications may not be accommodated.

**NOTE:** The feasibility of the home modifications may be impacted by a number of factors, including, but not restricted to, structural limitations, building envelope restrictions, lot size, lot configuration, floor plan restrictions, the receipt of Revision Permits, architectural control guidelines, and the availability of specialized trades to supply the modifications in accordance with Mattamy Homes' technical and quality standards. Spec/Inventory Homes do not qualify for this Protocol.



## Accessibility Protocol



*Being responsive to the need of our Homebuyers*

Mattamy Homes recognizes the right of every homebuyer to be treated with equality and respect, and welcomes disabled individuals to its family of home buyers.

This protocol reinforces Mattamy Homes' commitment to preserve the dignity of homebuyers with disabilities in purchasing an accessible home.



[mattamyhomes.com](http://mattamyhomes.com)

Without certain home modifications, there are a number of disabilities which may limit a homebuyer's reasonable enjoyment of his or her new home. This Protocol applies to homebuyers with such disabilities or to homebuyers with direct family members with such disabilities who will be occupants of the home. The Protocol's objective is to accommodate their disabilities during the home purchase and sale process as required under the Ontario Human Rights Code in order to minimize the barriers that typically may exist.

Although this Protocol attempts to anticipate an array of circumstances, each homebuyer's situation will be unique and the provisions of this Protocol are guidelines only and should be interpreted and applied flexibly in order to achieve these objectives.

### **Sales Centre**

At Mattamy Homes Sales Centres, staff will remain responsive to homebuyers and/or their family members who require accommodations during the purchase and sale process in order for them to receive equal treatment and to minimize barriers.

When requested, Sales Centre staff will explain the Accessibility Protocol to the homebuyer, enabling the homebuyer at a very early stage to factor in the existence of the Protocol, and use it as required in determining whether or not he or she is interested in purchasing a Mattamy home.

Once the homebuyer has identified a lot and a home model type which he or she is interested in purchasing, Sales Centre staff will facilitate the purchase in accordance with the provisions of the Protocol. The Sales Centre staff member will also advise the homebuyer as to the Protocol's process for completing an Agreement of Purchase and Sale conditional upon determining the feasibility and pricing of home modifications that would be required by the homebuyer.

### **Conditional Agreement of Purchase and Sale**

The purchase and sale process will be the same as with any homebuyer, except as modified by the process set out in this Protocol.

Fundamental to the Protocol's purchase and sale process is the peace of mind that the transaction is conditional until pertinent information can be collected, communicated and considered in order to reach informed decisions.

The objective of this modified process is to allow the disabled homebuyer to assess upfront and be satisfied with the costs, feasibility, and specific character of disability-required home modifications prior to him or her being legally bound to purchase the home. The Agreement of Purchase and Sale is conditional upon Mattamy Homes being able to include the disability-required modifications within the Agreement itself and the homebuyer being satisfied with the pricing and specific character of such modifications and the associated terms and conditions.

The conditional Agreement of Purchase and Sale will be in the same form as the standard Mattamy Homes Agreement of Purchase and Sale and attached Schedules, except that it would be conditional on the following:

The Agreement will be conditional upon the homebuyer providing a full written description of all disability-required home modifications requirements/specifications (Protocol Checklist) to his/her Sales Centre staff member within seven (7) days of signing the conditional Agreement of Purchase and Sale or the lot will be released for sale.

The Sales Centre staff member will discuss the home modification requirements/specifications and will act as lead contact to outline the various issues which could arise respecting such modifications and how those problems could be addressed.

The Agreement will also be conditional upon, within the time limits described in this section: (1) Mattamy providing written confirmation that the described home modifications are in the fact feasible (\*\*see note); (2) the homebuyer providing written confirmation that the pricing and specific character of such modifications and all associated terms and conditions are satisfactory to him or her; and (3) the homebuyer providing an increased deposit reflecting the cost of the modifications. If any of these three conditions is not met, the Agreement immediately will be voided and the homebuyer's deposit will be returned in full.

