

## DISCLOSURE NOTICE TO BUYERS AND AGENTS

- Buyer is **NOT** permitted to make repairs, store personal belongings or occupy the property at **ANY** point prior to closing **AND** funding. Doing so **MAY** result in criminal charges and/or offer cancellation. Properties are regularly inspected. We will find out about the above items!
- Buyer is **NOT** permitted access to the property without their representative present.
- Seller has acquired the property as a result of a foreclosure or similar proceeding and may not be the owner of record at initial listing or prior to closing.
- Seller is typically a financial institution (Bank, Mortgage Company, etc.) whose employees work in a Real Estate Owned (REO) department or an outsourced company for the Seller.
- REO departments/outsourcers typically work normal business hours (not weekends, evenings or holidays) and are located throughout the country and in different time zones.
- REO departments/outsourcers will **NOT** negotiate directly with Buyer or Buyer's agent. Do **NOT** attempt to make contact with the Seller for **ANY** reason. Listing office is the sole point of contact.
- An Offer is considered to be a complete package per the Submitting Offers document. An incomplete package does **NOT** constitute an Offer and **MAY** not be submitted to Seller.
- Seller response times vary. There is **NO** guarantee of prompt response to any Offer regardless of terms.
- A full price Offer does **NOT** guarantee acceptance or that a commission is due and payable from Seller.
- Seller **MAY NOT** pay a selling side commission when Buyer is a real estate licensee.
- Seller **MAY** entertain multiple Offers on the property without accepting any Offer.
- In multiple Offer situations, there is no special consideration given to an Offer that was presented "first", initially "higher" and/or initially at or above asking price.
- In multiple Offer situations, Seller **MAY** accept an Offer with a lower sales price if all other Offer terms are deemed more acceptable **OR** may accept no offer at all.
- Seller **MAY** have started title work. Seller **MAY** require the buyer to use the Seller's closing company as a condition of sale. Seller **MAY** pay for title insurance in these circumstances.
- Seller **MAY** not pay their share of transfer taxes and/or charge other fees. In these cases, Buyer is responsible for paying transfer taxes and/or fees. Refer to the Seller's addendum for details.
- Seller generally will **NOT** make repairs (including lender required repairs), treat for pests, remediate mold, make dye test/municipal requirement corrections and/or perform other actions (including paying fees) as may be typical in traditional sale. Consider this when determining Offer price/financing terms.
- Seller expects all documents returned within 1 (ONE) business day from request.
- Due to the nature of this type of transaction, a closing **MAY** be delayed for title, deed or other issues. While Seller strives to meet negotiated closing dates, there is **NO** guarantee that the date will be achieved. Buyer is still expected to meet the negotiated closing date on their part. Do not schedule contractors, movers, etc. without a confirmed closing date, seller executed and wire confirmation.
- Winterization is done for Seller's purpose. Winterization does **NOT** guarantee against prior or future damage and is not warranted by Seller. Do **NOT** use the winterization in lieu of an inspection.
- Buyer deposits **MAY** be converted to ACH drafts. Buyer agrees to this provision if applicable.
- Checks made payable to Priority Realty, LLC are subject to a \$35.00 non-sufficient funds fee. NSF fee is due and payable in a separate check to Priority Realty, LLC when the new check is presented.

Parties acknowledge and accept by signing below:

Buyer Signature(s):

Buyer's Agent Signature:

\_\_\_\_\_ date

\_\_\_\_\_ date

\_\_\_\_\_ date

# SUBMITTING OFFERS

Offers can not be submitted without ALL of the following items:

- 1. Signed Sales Agreement with modifications made per SALES AGREEMENT MODIFICATION document.
- 2. Signed Seller's Addendum to the Sales Agreement (Some of the seller's addendum will be stamped "Sample"). This addendum needs to be signed by the buyer. This acknowledges that the buyer and agent have read and understand the addendum. After an offer is accepted, the buyer will sign a new, identical addendum that has been pre-populated by the seller with the negotiated terms.
- 3. Copy of Earnest (Hand) Money check made payable to Priority Realty, LLC. The listing office MUST hold the hand money. At the time of presenting the offer we just need a copy of the check. Upon acceptance of offer the check must be CERTIFIED FUNDS and immediately sent to:  
Priority Realty, LLC  
2840 Library Road, Suite 290  
Pittsburgh, PA 15234-2621

**PLEASE NOTE:** A delay in receipt of the Hand Money check may result in the withdrawal of acceptance of the offer. It is recommended that checks are sent by overnight night mail with delivery confirmation.

- 4. Documented financial ability to close.  
**Proof of Funds.** If the offer has cash terms, we need recent documentation showing **liquid funds** equal to or exceeding the offer price. This can include bank statements, a signed letter on letterhead from a financial institution where the funds are held, an established line of credit or similar items. Cash, POF in another's name or LOC's not yet established are NOT acceptable.  
**Proof of Financing.** If the offer is financed, with a mortgage or any means other than **liquid funds**; we need a pre-approval letter from a reputable lender. The pre-approval MUST specify that credit was pulled and proof of funds to close have been verified. In addition, the seller MAY require a letter from the lender indicating the buyers' credit score or a pre-approval from a lender of the seller's choosing.

- 5. Fully completed CONTRACT COVER SHEET.
- 6. Signed ADDENDUM TO AGREEMENT FOR SALE OF REAL ESTATE.
- 7. Signed DISCLOSURE NOTICE TO PROSPECTIVE BUYERS.
- 8. Signed CLOSING NOTIFICATION AND INSTRUCTIONS.
- 9. **Corporate Documentation.** If the title is being taken in any form other than personal name; corporation, LLC, trust, holding company or similar, documentation that verifies signing authority must be presented with the offer. In addition, the seller MAY require further documentation and/or a Certificate of Good Standing from the state in which entity is native.  
**PLEASE NOTE:** Do NOT submit an offer in the name of an entity which has not yet been created.

- 10. Email the complete package to [Offers@PriorityRealty.net](mailto:Offers@PriorityRealty.net) in one attachment with documents in the following order:
  1. Contract Cover Sheet
  2. Seller's Addendum(s), if any; including Sample Addendum(s)
  3. Addendum To Agreement For The Sale Of Real Estate
  4. P.A.R. Standard Agreement For The Sale Of Real Estate
  5. Copy of Earnest (Hand) Money check
  6. Proof of Funds or Pre-approval
  7. Disclosure Notice To Prospective Buyers
  8. Closing Notification and Instructions
  9. Buyer's Corporate Documentation, where necessary

**PLEASE NOTE:** Be sensitive to the size of the attachment. Documents do NOT need to be scanned in color. Color scans will make the document size large and not provide the quality that is necessary. Black and white scanning is preferred. We can provide you with setting for scanning your document into Adobe Acrobat that will optimize size and quality. Just ask.

We can **NOT** accept verbal offers, letters of intent or similar, offers which contain an assignment, offers subject to a third party buyer approval or similar contingencies. Nor can we accept offers written on a sales agreement other than the most current P.A.R. STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE. **Please do not ask! These terms are non-negotiable.**

**PLEASE NOTE:** All forms fields that require an entry can be typed in. For speed and professionalism always type your entries.

# SALES AGREEMENT MODIFICATIONS

The following are modifications that need to be made to the agreement prior to presenting any offer. All numbered items are for the current (January 2010) PAR sales agreement. Item changes are noted in **Bold**.

## Item 2. **PURCHASE PRICE AND DEPOSITS**

(A) This amount must reflect the final negotiated sales price and match the seller's addendums

(1). The below items relate to Deposit amounts and special terms

CASH OFFERS: \$1000 MINIMUM. It MAY be a higher amount depending upon seller requirements; as much as 10%.

This will be part of the seller's counter offer

FINANCED OFFERS: \$1,000 minimum--MAY be a higher amount depending upon seller requirements, this will be part of the seller's counter offer.

CERTIFIED FUNDS: ALL earnest money checks will need to be certified funds when submitted with an accepted offer's complete package.

(C) Must fill in "**Deposits will be held by broker for seller.**" in the blank space

## Item 6. **ZONING**

Must include a Zoning Classification. If you don't know enter "**Per Local Ordinance**"

## Item 9. **SELLER REPRESENTATIONS**

(B) **Status of Water** This item must be entered as "**UNKNOWN**"

(C) **Status of Sewer** This item must be entered as "**UNKNOWN**"

## Item 11. **INSPECTIONS**

(A) 3. **Seller will have heating and all utilities (including fuel(s)) on for the inspection/appraisals.**

**This must be stricken.** Utilities will NOT be turned on by the seller!!!!

(C): Elect or Waive ALL inspection contingencies

## Item 13. **NOTICES, ASSESSMENTS & MUNICIPAL REQUIREMENTS**

(B) If required by law, within 30 Days from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense...

In both instances, "**Seller**" must be stricken and "**Buyer**" written in its place

(B) 3. **This paragraph must be stricken.**

## Item 14. **CONDOMINIUM/PLANNED COMMUNITY RESALE NOTICE**

(A) within 15 Days from the Execution Date of this Agreement, Seller, at Seller's expense...

In both instances, "**Seller**" must be stricken and "**Buyer**" written in its place

## Item 16. **MAINTENANCE AND RISK OF LOSS**

(C) 1. "...together with the proceeds of any insurance recovery obtainable by Seller,"

**These words must be stricken**

## Item 22. **DEFAULT, TERMINATION AND RETURN OF DEPOSITS**

(G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONEY, AS LIQUIDATED DAMAGES**

**Box for Item G must be checked**

## Item 23. **MEDIATION**

**This paragraph must be stricken.**

## Item 27. **SPECIAL CLAUSES**

(B) Must add "**Additional Seller and Other Addendums as required and/or included are made a part hereof**"

**ALL of the above changes must be initialed by ALL buyers.**

**THESE CHANGES ARE NON-NEGOTIABLE – PLEASE DO NOT ASK!!!**

# CONTRACT COVER FORM

Property Address: \_\_\_\_\_

Buyer Name(s) in which title is to be taken: \_\_\_\_\_ Buyer's Intended Use:  Owner Occupant  Investor

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## LISTING BROKER INFORMATION

Listing Agent Name: Bob Moncavage Company: Priority Realty, LLC  
Company Address: 2840 Library Road, Ste 290 OFFICE MLS ID #: 80901  
Pittsburgh, PA 15234-2621 AGENT MLS ID#: 205911  
Phone Number: 412-819-0777 x12 Fax: 206-666-4556  
Email: [bob@PriorityRealty.net](mailto:bob@PriorityRealty.net)

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## SELLING BROKER INFORMATION

Selling Agent Name: \_\_\_\_\_ Company: \_\_\_\_\_  
Company Address: Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Cellular/Pager: \_\_\_\_\_ Email: \_\_\_\_\_  
OFFICE MLS ID #: \_\_\_\_\_ AGENT MLS ID #: \_\_\_\_\_

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## BUYER'S ATTORNEY (IF APPLICABLE)

Attorney Name: \_\_\_\_\_ Company: \_\_\_\_\_  
Company Address: Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Cellular/Pager: \_\_\_\_\_ Email: \_\_\_\_\_

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## FINANCING LENDER INFORMATION

Lender Contact: \_\_\_\_\_ Company: \_\_\_\_\_  
Company Address: Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Cellular/Pager: \_\_\_\_\_ Email: \_\_\_\_\_

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## CLOSING AGENT INFORMATION

Closing Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_  
Company Address: Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Cellular/Pager: \_\_\_\_\_ Email: \_\_\_\_\_

# ADDENDUM TO AGREEMENT FOR THE SALE OF REAL ESTATE

PROPERTY: \_\_\_\_\_

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

Buyer and Seller agree and understand that the AGREEMENT FOR THE SALE OF REAL ESTATE is AMENDED as follows:

Any municipal and/or Home Owner Association (HOA) certification(s), requirement(s), etc. are the cost and/or responsibility of the buyer. This includes but is not limited to: dye tests, occupancy inspections, permits, zoning certifications, resale certificates, utility meter and/or meter interface unit installation, etc. Buyer will order **and** pay for the needed municipal/HOA certification(s), permit(s), inspection(s), etc. Buyer agrees to make any and all necessary corrections that are required as a result of municipal/HOA certification(s), requirement(s), etc. at Buyer's sole expense **after closing** including but not limited to the cost of any needed re-inspection(s). Buyer is responsible to obtain final utility readings and/or final bills as necessary or required including a bill history. Any delays in closing resulting from the Buyer's failure to perform any of the above obligation(s) in a timely manner may cause Buyer to be changed a per diem from the original closing date and/or cancellation of contract and/or loss of earnest money deposit.

Buyer is purchasing the property in its present and as is condition with no warranties expressed or implied by Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees. Buyer will hold harmless these parties for any claims, losses, damages or liabilities which Buyer or Buyer's successors may incur as a result of any condition(s) or defect(s) which may now or hereafter exist with respect to Property. Property has never been inspected nor inhabited by the Seller. Any entity that enjoins Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees in litigation for any issue arising out of property condition agrees that the enjoined party's attorney's fees and costs will be paid by the entity enjoining the party.

Buyer acknowledges that Buyer has viewed the property prior to submitting their offer. For the purposes of this agreement, viewing date is considered to be the day the offer has been submitted to the Seller/Seller's agent. Buyer acknowledges the as-is condition of the property at the time of inspection. Any change(s) in property condition after Buyer's initial viewing shall be communicated in writing to the opposite party by the party identifying the change(s) in property condition.

Buyer is responsible for removal of any personal property including but not limited to vehicles, trash, debris, etc. from the property (if necessary) at Buyer's sole expense **after** closing. Seller, seller's agents, brokers, employees, etc. make no warranty as to condition or ownership of any personal property which remains in the home after closing.

Seller will not purchase a home warranty for Buyer unless specifically agreed to in writing in the Seller's addendum, if any or otherwise in the Agreement of Sale under Special Clauses. Seller will not pay any administration, other fee or additional commission on behalf of the Selling Agent. No commission and/or broker fee(s) are due and payable until the property closes and funds.

The real estate taxes for the property are estimated. Assessment and tax figures can vary. This information was provided by the third parties and is not warranted. The lot size is approximated from information provided in County tax records and is not warranted. Buyer is responsible for verifying this information. Seller may not/does not possess mineral rights or have knowledge of same.

Buyer understands that utilities will not be turned on (unless already on) for any inspections. If Buyer wishes to have utilities on, they may be turn in Buyer's name and at Buyer's sole expense. Buyer must notify Priority Realty in writing of utility activation request. Buyer may be required to pay the cost of de-winterization and/or re-winterization prior to activating water service. Buyer must notify listing office within 1 (one) business day once inspections are complete so the property may be re-winterized. Buyer is responsible for any unreasonable damage that may occur for having said utilities turned on; including lack of notification of inspection completion.

This addendum shall supersede any language to the contrary in the Agreement of Sale but shall not supersede any language to the contrary in any of the seller's addendum(s) if any. **This addendum shall survive closing.**

All parties acknowledge and accept by signing below.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Buyer's Agent Signature \_\_\_\_\_ Date: \_\_\_\_\_ Listing Agent \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# SELLING SIDE CLOSING NOTIFICATION & RESPONSIBILITIES

Title work is recommended to be opened immediately upon notification of offer term acceptance; whether verbally, via fax, voicemail and/or email notice of same.

All time frames begin from the time the Seller acknowledges acceptance of the offer terms. It is recommended not to wait until Seller executed contracts are received to begin title work, mortgage processing and closing preparations; particularly when ordering lien letters, final utility bills, dye tests, municipal inspections, HOA docs, etc. These are the buyer's responsibility to order and pay for. Failure to complete these tasks timely may not be a valid reason to extend any time frames or waive per diem.

Most Sellers have their own Closing Agent and/or closing instructions. These are provided in the executed contract package. Please review the contract package for these items or request them from Priority Realty. These instructions must be followed to the letter. Any deviation may create a delay in closing and can cost the Buyer a per diem assessment if the closing date is not met.

Priority Realty will provide the Closing Company with its Commission Statement. If there is a discrepancy between Priority's Commission Statement, the Seller's Closing instructions and/or the Selling Agency's Commission Statement, this must be addressed immediately! Priority Realty has many different commission structures with its clients. Priority's commission is NOT shown in the MLS. Priority's commission may be more, less or equal to the Selling Agency commission. Priority's commission may include a bonus even if a bonus is NOT offered to the Selling Agency. The Selling Agency commission offered in the MLS is the final resolution to any Selling Agency commission issue.


A preliminary HUD must be sent to our office PRIOR to submission to the Seller for approval. There are instances where certain expenses will be paid on the HUD. There are also instances where Priority Realty will be required to pay certain fees that are obtained through the title clearing process. These can include water/sewage fees, municipal charges (maintenance, garbage, service fees, etc.) and other lienable items. In order to pay these items Priority Realty needs two things:

1. a detailed bill with history from ZERO to the current amount OR a letter from the company demanding payment that no such history exists.
2. adequate time to get seller approval for Priority Realty to pay the bills in question.

If the property closes and the above items are not paid on the HUD or because Priority was not provided the necessary documentation or time for payment approval, said items will not be paid by Priority Realty. The buyer, Selling Agent, closing company and/or title insurer will be responsible for such payments. Priority will NOT pay ANY bill after closing regardless of the reason!! This document is a contract between the Buyer, Selling Agent and Priority Realty, LLC. Priority Realty, LLC may seek legal or other action to enforce this provision if necessary. This document shall survive closing.

There will NOT be a representative of Priority Realty present at the closing, unless notified otherwise. There will usually NOT be a representative of the seller to execute documents at the closing! All documents need to be prepared and forwarded to the Seller's Closing Agent up to FIVE (5) business days prior to closing. Upon approval of the HUD by ALL parties, please to be sure to coordinate the date/time/location of the closing with the Seller's Closing Agent and Priority Realty.

NEVER call the afternoon before expected closing date and say "We're ready to close, how is 4:00?"

_____	_____		_____
Selling Agent Signature	Date	Robert G. Moncavage; Broker	Date
_____	_____	_____	_____
Buyer 1 Signature	Date	Buyer 2 Signature	Date

\_\_\_\_\_  
Property Address

**COUNTER OFFER/ADDENDUM Loan #**



*THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY*

**PID: \_\_\_\_\_ ADDENDUM TO CONTRACT OF SALE**

This addendum ("Addendum") is to be made a part of the Contract of Sale (the "Contract of Sale") dated \_\_\_\_\_, 201\_\_ between \_\_\_\_\_ and \_\_\_\_\_ (Buyer(s) for the property (including the land and any improvements thereon located at \_\_\_\_\_

1. Buyer(s) and Seller both recognize this addendum as part of the Contract of Sale. In the event any provisions of this addendum conflict in whole or in part with the terms of the contract of sale or any prior addendum or amendment thereto (collectively, the "Contract"), the provisions of this addendum shall control and supersedes the Contract of Sale. The effective date ("Effective Date") of the Contract shall be the date of this Addendum to Contract of Sale.

2. This Contract is subject to Seller's approval and mortgage insurance company beneficiary, if any and final acceptance of the Contract of Sale is subject to Seller's committee approval.

3. Title to the property shall be conveyed by Special Warranty Deed, Quit Claim Deed, or an equivalent thereof, with covenants against the acts of the grantor.

4. Sale Price is: \$\_\_\_\_\_ with \$\_\_\_\_\_ in earnest money. If earnest money has not been deposited with the Seller's closing agent or Title Company by 9:00 am local time on the third (3rd) business day after executing this Contract, the Contract shall be rendered null and void. In a Buyer directed state, earnest money funds shall be deposited and held by the Seller's Closing Agent.

5. CLOSING. This transaction shall be scheduled to close on or before \_\_\_\_\_, 201\_ (the "Closing Date"). TIME IS OF THE ESSENCE. In the event this sale does not close by the scheduled Closing Date, through no fault of the Seller, the contract is null and void; provided, however, the Seller may, at its option further extend the contact in which case the Buyer(s) shall pay a per diem penalty charge equal to \$100.00 per day until closing at which time the penalty will be credited to Seller; provided, however, if the closing does not occur, the Seller shall keep such penalty as liquidated damages, and the Seller shall have no further obligation.

6. FINANCING.

[ ] If this Contract is a cash transaction, then verification of funds to close shall be provided with this Contract of Sale. Earnest money is nonrefundable seven (7) days from the Effective Date. Should Buyer seek financing, this Contract of Sale will be deemed null and void unless an amendment or additional addendum is approved by Seller.

[ ] If this Contract is a mortgage financing transaction, then the Buyer(s) are to apply for mortgage financing within three (3) business days of the Seller's execution of this Contract of Sale. Buyer is to furnish the Seller a copy of binding written loan commitment from Buyer(s)' lender within 21 days from the Effective Date.

To the extent there is an appraisal contingency, it shall expire twelve (12) days from the Effective Date.

**(Addendum to Contract of Sale - page 1 of 6)**

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

**COUNTER OFFER/ADDENDUM Loan #**



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**7. CONCESSIONS**

Seller agrees to pay an amount up to but not exceeding \$\_\_\_\_\_ toward Buyer's recurring and nonrecurring closing costs.

Seller will pay an amount up to but not exceeding \$\_\_\_\_\_ for any home warranty plans.

Seller will pay an amount up to but not exceeding \$\_\_\_\_\_ for termite remediation. (For California Assets - termite remediation is defined as only Section 1 repairs)

Seller agrees to pay an amount up to but not to exceed \$\_\_\_\_\_ toward any contract repairs or any lender required repairs.

Seller will not provide Buyer(s) with a survey. If required by the Buyer(s)' Lender, cost of survey shall be an expense of the Buyer(s).

In the event Buyer(s) fees and expenses are less than the amount stated above, Buyer will NOT receive a credit for the balance, nor shall any such excess be applied to other costs incurred by Buyer(s) regarding this transaction.

All inspections and remediation from inspections (including but not limited to roof, septic, well, termite, and/or survey) are to be at Buyer(s)' expense unless specifically negotiated under other provisions.

**8. TITLE**

This transaction shall be closed through a title company or attorney. The Seller shall have the sole choice to select the escrow/closing services as well as the settlement locations. Both Seller and Buyer(s) agree to pay their respective title/escrow/closing costs per local customary practice. If the Property is in a Buyer directed state, the Buyer has the option of using the Seller's title company. IF THE BUYER CHOOSES TO USE THE SELLER'S TITLE COMPANY, SELLER WILL PAY FOR THE OWNERS TITLE POLICY. IN A BUYER DIRECTED STATE, IF BUYER ELECTS TO USE HIS/HER OWN TITLE/CLOSING AGENT, THE TITLE POLICY COST WILL BE AT THE EXPENSE OF THE BUYER AND ANY SELLER CONCESSIONS SHALL NOT BE USED FOR THIS EXPENSE WITH THE EXCEPTION OF CALIFORNIA. IN CALIFORNIA THE BUYER'S ACT WILL CONTROL.

If Buyer(s) raises any objections to the quality of Seller's title, and title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Contract shall remain in full force and Buyer(s) shall perform pursuant to the terms set forth herein. If affirmative coverage is not obtainable, Seller shall have a minimum of thirty (30) days from the earlier of the Closing Date or the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters then the Buyer(s) (a) may take title in its then state, thereby waiving any title objections, or (b) terminate the contract and receive a refund of any deposit as Buyer(s) sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer(s) deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.

**(Addendum to Contract of Sale - page 2 of 6)**

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_



**COUNTER OFFER/ADDENDUM Loan #**



*THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
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If the Property is located in a post foreclosure redemption period, then Buyer has been advised and understands that the Property is foreclosed property and is in a redemption period. Buyer(s) is advised that the present record owner of the Property or its successor in interest has the right to redeem and/or take possession of the Property at any time prior to the expiration of this redemption period, and that Seller's obligations under this Contract will terminate immediately upon the redemption or the owner taking possession of the Property. Buyer agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any character whatsoever, including reasonable attorney's fees, sustained by Buyer by reason of or arising out of the redemption or the owner taking possession of the Property.

9. Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Seller shall not provide a bill of sale for any personal property located on the premises.

10. All prorations, including but not limited to, any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any and any other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by Seller post closing. Special assessments will be prorated up to the Closing Date regardless if said assessments are due in full or in future installments. Any special assessments levied and payable in installments shall be prorated to the Closing Date and shall be assumed and paid by Buyer from the Closing Date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the Closing Date.

**11. CORPORATE DISCLOSURES**

This Contract is subject to acquisition of the Property by Seller. If Seller has not obtained the recorded foreclosure deed on or before the Closing Date, Seller, has the sole discretion to either extend the contract or terminate the contract and return all earnest money to Buyer upon termination. If Seller elects to extend this Contract of Sale, Seller shall have 30 days to resolve any outstanding deed issues. If Seller does not obtain the recorded foreclosure deed within the 30 day period, either Buyer or Seller has the option to immediately terminate this Contract of Sale, with no further obligation, and all earnest money will be returned to Buyer. Buyer agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any type whatsoever, including reasonable attorney's fees, sustained by Buyer by reason of or arising out of the redemption of the property and/or the owner taking possession of the Property and obtaining the recorded foreclosure deed.

Seller acquired the Property either as a result of foreclosure proceedings or by acceptance of a deed in lieu of foreclosure, acquisition, or otherwise Accordingly, Seller is not familiar with the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Seller may not have knowledge of any material facts or defects impacting the property. Buyer(s) acknowledges that neither the Seller nor any other person acting on its behalf has made any representation regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Buyer(s) for Buyer(s)' information only but no representation or warranty shall be made as to the accuracy or completeness of such Inspection Report and in no event shall this be deemed to be a part of the Contract of Sale.

**(Addendum to Contract of Sale - page 3 of 6)**

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

**COUNTER OFFER/ADDENDUM Loan #**



*THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY*

Neither Seller nor any person acting as Seller's representative has occupied the Property and no party represents or warrants that the Property conforms to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer(s) acknowledges that Buyer(s) has had the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Buyer(s) will rely solely on its own inspection and review to evaluate the condition of the Property. Buyer(s) acknowledges that it is Buyer(s)' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, alterations and additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Buyer(s) may be concerned.

In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing. Buyer(s) understands, acknowledges, and agrees that neither Seller nor any person acting as Seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the Property. The Property is being conveyed to Buyer(s) in "AS IS/ WHERE IS" condition and "with all faults." It is the right and responsibility of the Buyer(s) to inspect the property and Buyer(s) must satisfy himself/herself as to the condition of the property. If Buyer(s) fail to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between the Seller and Buyer as set forth herein. SELLER WILL NOT BE PERMITTED TO COMMENCE ANY REPAIRS PRIOR TO CLOSING.

Buyer(s) shall execute at closing a Waiver and Release Regarding Property Condition. Seller, Seller's agents and Buyer(s) shall, if the Property was built prior to 1978, execute a LEAD BASED PAINT Disclosure Addendum to Contract of Sale, a form of which shall be provided by Seller's representative. By signing this addendum, if applicable, the Buyer(s) acknowledge that he/she have received a copy of the EPA manual "Protect Your Family from Lead in Your Home."

Buyer(s) hereby acknowledges that Seller shall not be providing Buyer(s) with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer(s) hereby waives any requirement that Seller furnish Buyer(s) with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

12. Seller does not agree to provide building permits. It is Buyer(s)' responsibility to confirm building and safety compliance on the Property during the inspection period.

13. Buyer(s) shall take title subject to all existing municipal code and/or ordinance violations, and any lawsuits pending for enforcement thereof.

14. Buyer(s) agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Buyer(s) or any other persons that may arise from Inspections, repairs, replacements. Buyer shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, liens loss, damages, attorney's fees and expenses of every kind and nature, resulting from or arising out of any

**(Addendum to Contract of Sale - page 4 of 6)**

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

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inspections, repairs, replacements or any other work performed in or upon the premises by Buyer or its agents, employees, contractors or assigns. In the event any repairs are made at the premises, or any work or material are added to the premises, or the value of the premises is enhanced in any way, then in the event this transaction does not close, all material added to the premises shall become the sole and exclusive property of the Seller, and Seller shall have no liability to Buyer or any third party for any such material or work completed.

15. Occupancy of the Property shall NOT be permitted prior to closing and funding.

16. Buyer(s) acknowledge that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer(s) acknowledges that the Seller may consider all offers regarding purchase, regardless of the date of receipt of the offer and that Seller may accept or reject any offer at its sole discretion. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Buyer(s).

17. Buyer expressly waives the (a)remedy of specific performance, in the event of Seller's default, under this Agreement, (b) Buyer agrees to forgo to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (c) Buyer waives the right to invoke any other equitable remedy that may be available, that, if invoked, would prevent the Seller from conveying the Property to a third party buyer, (d) Buyer waives any claims or losses relating to environmental conditions affecting the property, including but not limited to, mold, lead paint, fuel, oil, allergens or any other toxic substances of any kind, and (e) Buyer waives any claim or losses arising from encroachments, easements and/or shortages which would have been disclosed or revealed to the Buyer by a survey or inspection of the Property or by a search of the public records. In the event that the Buyer, files a claim in direct contradiction to the waivers agreed to above, or contemplated here, Buyer shall reimburse Seller for all reasonable attorney fees and costs incurred by Seller in defending such action, if Seller prevails.

18. Any other provision of the Contract notwithstanding, the undersigned, Buyer and Seller, agree that the earnest money shall be non-refundable to Buyer for any reason other than Seller(s) failure to convey title to the Property under the terms of the Contract, and/or Buyer termination prior to the expiration of any contingency period or failure to obtain a loan. Upon Buyer(s) default, the title company shall pay the earnest money to Seller within three (3) business days. Title Company is authorized to rely on written notice from Seller and need not obtain any consent or authorization from Buyer before paying the earnest money to Seller.

Buyer(s) shall install new locks on the Property immediately after closing, and Buyer(s) shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorneys fees and expenses of every kind and nature that may be made against Seller as a result of Buyer(s) failure to install new locks on the Property.

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19. Buyer(s) acknowledges that the terms and condition of the Contract of Sale shall not survive the closing.

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

**COUNTER OFFER/ADDENDUM Loan #**

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READ IT CAREFULLY*



20. Additional Provisions:

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BUYER: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

BUYER: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

SELLER: Rushmore Loan Management Services LLC by Dakota Asset Services, LLC, It's manager  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

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Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

COUNTER OFFER/ADDENDUM Loan #



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DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT:
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Address: \_\_\_\_\_

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

SELLER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

✓ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check one below):

\_\_\_\_\_ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT

BY BUYER'S EXECUTION BELOW, BUYER ACKNOWLEDGES THAT:

1) Buyer has read the lead warning statement above and understands its contents and has been given copied of all information listed above.

2) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

3) Buyer has (check one below):

\_\_\_\_\_ A 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

✓ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGEMENT

BY AGENT'S EXECUTION BELOW, AGENT ACKNOWLEDGES THAT:

Ⓢ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATE OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

Table with 4 columns: Seller, Date, Purchaser, Date. Includes handwritten signature for Seller.