

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, at contract acceptance or prior to closing.
- Seller is typically a financial institution (Bank, Mortgage Company, Corporate Investor 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.
- In multiple Offer situations; Seller MAY entertain multiple Offers on the property without accepting any Offer, Seller MAY accept an Offer with a lower sales price if all other terms are deemed more acceptable OR MAY accept no offer at all. There is no special consideration given to an Offer that was presented "first", initially "higher" and/or initially at or above asking price.
- 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 payment of fees) as may be typical in traditional transaction. Please consider this when negotiating.
- 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 HUD 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 agents representing themselves, a blood relative or a company in which they have an interest MAY not be paid a commission by the seller. Please consider this when negotiating.
- Buyer deposits may not be deposited for up to 5 days. Buyer agrees to this provision if applicable.
- Checks made payable to Priority Realty, LLC are subject to a \$40.00 non-sufficient funds fee. NSF fee is due and payable in a cashier's 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

The following items must be submitted with every offer. Offers cannot be submitted without ALL of these items.

- 1. Fully completed CONTRACT COVER SHEET.
- 2. Fully completed and signed, most current version of the P.A.R STANDARD AGREEMENT FOR OF SALE OF REAL ESTATE with requested changes from the SALES AGREEMENT MODIFICATIONS document. The Agreement must include electing or waiving each inspection and contingency as necessary.
- 3. Signed CONTRACT SALES ADDENDUM. This is a SAMPLE addendum that needs to be signed by the buyer and selling agent. This acknowledges that the buyer and agent have read and understand the addendum. After an offer is accepted, the buyer and agent will sign a new, identical addendum that has been pre-populated by the seller with the negotiated terms.
- 4. Copy of Earnest (Hand) Money check made payable to seller's closing company. See Agent Remarks in the MLS. At the time of presenting the offer we just need a copy of a personal check. Upon acceptance of offer the check must be CERTIFIED FUNDS OR WIRE and immediately to Seller's Closing Company. We recommend overnight delivery or mail delivery with delivery confirmation.

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.

- 5. 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 LOCs 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 specific 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.

- 6. Signed ADDENDUM TO AGREEMENT FOR SALE OF REAL ESTATE.
- 7. Signed DISCLOSURE NOTICE TO PROSPECTIVE BUYERS.
- 8. Signed BUYER SIDE CLOSING RESPONSIBILITIES.
- 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. Upload the complete package to www.PropOffers.com in one attachment with documents in the above order.
PLEASE NOTE: Offers received by any other means than through www.PropOffers.com will not be considered.

- 11. PropOffers charges \$175.00 to the selling broker which is paid at closing on the HUD/ALTA.

REGARDING ATTACHMENTS: 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.

ADDITIONAL ITEMS OF NOTE:

Seller does NOT accept any Price Escalation Agreements.

Seller does NOT accept any Home Sale contingencies.

Seller does NOT provide any Seller's Property Disclosure Statements not even a blank one.

Seller does NOT sign the Oil, Gas and Mineral Rights/Interests Addendum.

Seller does NOT entertain incomplete offers, verbal offers, letters of intent or similar, offers which contain an assignment, offers subject to a third party buyer approval or similar contingencies.

Seller MAY not entertain a name change after the Offer has been accepted. Please consider this when preparing your offer.

These terms are non-negotiable. Please do not ask!

SALES AGREEMENT MODIFICATIONS

The following are modifications that need to be made to the agreement prior to presenting any offer. The Paragraph headers below reference the PAR Standard Agreement for the Sale of Real Estate. Item changes are noted in **Bold**.

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 or a wire transfer when submitted with an accepted offer's complete package

(C) Must fill in "**Deposits will be held by seller's closing company.**" in the blank space

ZONING

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

SELLER REPRESENTATIONS

(A) **Status of Water** This item must be entered as "**UNKNOWN**" in the blank space

(B) **Status of Sewer** This item must be entered as "**UNKNOWN**" in the blank space

BUYER'S DUE DILIGENCE/INSPECTIONS

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

This must be stricken. Seller may NOT have activated utilities.

(C): Elect or Waive ALL inspection contingencies by initialing on each item.

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.**

CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE

(C) 1. 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

MAINTENANCE AND RISK OF LOSS

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

These words must be stricken

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

MEDIATION

This paragraph must be stricken.

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!!!

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 his 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 MAY remove personals prior to 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
_____	_____		_____

BUYER SIDE CLOSING RESPONSIBILITIES

Title work and municipal requirements (occupancy inspection, dye tests, etc.) are recommended to be ordered immediately upon notification of offer terms acceptance. Lien letters, final utility readings, dye tests, municipal inspections, HOA docs, etc. are the buyer's responsibility to order and pay for. Failure to complete these items timely may not be a valid reason to extend any timeframes or waive per diem. Please work with a title company that understands this urgency and these requirements.

All timeframes begin when the Seller executes the complete contract package. Do not schedule buyer inspections for dates prior to contract execution.

Any lienable items requiring payment from the seller require a bill/invoice from the company requesting payment and back-up documentation and/or bill history for those items. Neither the seller nor Priority Realty, LLC will pay any estimated expenses. Final bills are necessary so please plan accordingly.

Most Sellers have their own Closing Agency and/or closing instructions. These are generally provided in the executed contract package. Please review the contract package for these items or request them from our office. 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.

Our office will provide the Buyer's Closing Company with our Commission Statement. If there is a discrepancy between our Commission Statement, the Seller's Closing Agent instructions and/or the Selling Agency's Commission Statement, this must be addressed immediately. Priority Realty, LLC has many different commission agreements with its clients. Our commission is NOT shown in the MLS and has no bearing on the selling side of the transaction. Our commission may be more, less or equal to the Selling Agency commission.

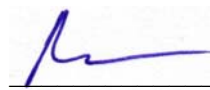
A copy of the HUD/CD MUST be sent to our office PRIOR to submission to the Seller for approval. There are instances where certain expenses will be paid on the HUD/CD. As the Selling Agent, if the property closes and these items are not paid on the HUD/CD because we were not provided a preliminary HUD/CD; you, as the selling agent and/or your company will be charged for any and all amounts not collectable by Priority Realty, LLC. This document is a contract between you, your company as their 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, LLC present at the closing. There will also NOT be a representative of the Seller to execute any documents at closing. All documents need to be prepared and forwarded to the Seller's Closing Agent as many as SEVEN (7) days prior to closing. Upon approval of the closing package, please to be sure to coordinate the date/time/location with the Seller's Closing Agent and our office.

-DO NOT CALL the afternoon before expected closing date and say "we are ready to close, is 4 o'clock okay for you?"

Buyer's Agent Signature

Date



Robert G. Moncavage

Date

Broker/owner; Priority Realty, LLC

Property Address

CONTRACT COVER FORM

Property Address: _____

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

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: 412-712-9778
Email: bob@PriorityRealty.net

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 #: _____

BUYER'S ATTORNEY (IF APPLICABLE)

Attorney Name: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular: _____ Email: _____

FINANCING LENDER INFORMATION

Lender Contact: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular: _____ Email: _____

CLOSING AGENT INFORMATION

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

This Addendum is to be made part of, and incorporated into, the Real Estate Purchase Contract dated _____ (the "Contract"), between _____ ("Seller") and _____ ("Purchaser") for the property and improvements located at the following address: _____ ("Property")
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.

1. Property was acquired via Foreclosure Sale and Foreclosure Deed may be pending recordation with the county. Close date is contingent on Foreclosure deed recording.
2. Title to the property shall be conveyed by either Special Warranty Deed or Quit Claim Deed, or equivalent documents accepted where the Property is located. It is the intent of the Seller to deliver insurable title to the subject property through the conveyance of the Special Warranty Deed or comparable instrument. The comparable instrument, at a minimum, must contain the following language: "Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise".
3. Notwithstanding anything in the attached contract (hereinafter, the "Contract") to the contrary, the Special Warranty Deed to be delivered by the Seller at closing shall include the following "subject to" provisions:
The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.
 - a. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
 - b. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
 - c. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
 - d. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
 - e. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
 - f. Any conditions that would be revealed by a physical inspection and survey of the Property.
4. Seller shall select the title and closing agent. The Seller shall pay the title examination fee, the premium, and any other charges and fees for the owner's title insurance policy. Because Seller agrees to pay the premium and any other charges and fees for the owner's title insurance policy, Seller shall have the right to select the title company that shall issue the owner's title policy. Buyer shall pay their customary closing fee to the closing/title agent. If Buyer obtains a mortgage loan in connection with this purchase, the Buyer will pay any premium of a mortgagee title policy. With respect to the purchase of any mortgagee title policy, Buyer specifically acknowledges:
 - a. This Agreement in no way limits Buyer's right to obtain a mortgagee's title policy from any title company of Buyer's choosing;
 - b. Buyer understands Seller is obtaining an owner's title policy and Buyer may, at his own option, incur less expense by obtaining a mortgagee title policy from the same title company;

- c. Any costs savings or other benefit that may accrue to Buyer as a result of Buyer's purchase of a mortgagee's title policy from the same title company selected by Seller to issue the owner's title insurance policy in no way abrogates Buyer's right to obtain mortgagee's title insurance from any title company of Buyer's choosing;
- d. Buyer has not been penalized or rewarded by Seller for Buyer's decision to purchase a mortgagee's title policy from any title company of Buyer's choosing;
- e. Seller has not in any manner directly or indirectly required Buyer, as a condition of sale to purchase a mortgagee title policy from any particular title company.

The Buyer is entitled to legal representation at the closing and may elect to have such representation at the Buyer's expense. All closing transactions will be held at the Title/Closing Agent selected by the Seller. It is Seller's intent to deliver owner's title insurance policy in lieu of an abstract in the customary abstract states. The Buyer hereby accepts title insurance in lieu of an abstract if applicable. In the event there is a requirement for the abstract to be updated, the associated expense will be a Buyer expense on the HUD 1 Settlement Statement. As required by the Real Estate Settlement Procedures Act of 1974, Buyer acknowledges that Seller has not directly or indirectly required Buyer, as a condition of sale, to purchase a mortgagee title insurance policy from any particular title company. Buyer may elect to obtain such insurance from a company of Buyer's choice and Buyer shall pay, at closing, the title insurance premium for such policy. Buyer further acknowledges that Buyer's election to obtain such insurance from a company of Buyer's choice has not been limited in any manner regardless of any discount or other cost savings that may accrue to Buyer by purchasing a mortgagee title policy from the same title company that issued the owner's title policy.

5. The undersigned Buyer and Seller hereby:
 - a. Authorize and direct any title company or closing agent providing services in connection with this transaction (the "Closing Agent") to furnish a copy of any HUD-1 Settlement Statement generated in connection with the closing of this transaction, whether unsigned or signed by the parties, showing both the Buyer's and Seller's sides of the transaction to the closing representative for the Seller;
 - b. Agree that the Closing Agent shall have no liability under the Gramm-Leach-Bliley Act, any other statute or regulation relating to privacy or information disclosure or otherwise as a result of its compliance with the direction to release aforementioned HUD-1 Settlement Statements to the closing representative for the seller; and
 - c. Agree that the closing representative for the seller may furnish such HUD-1 Settlement Statements to any authorized agent of the Seller.

6. Corporate Disclosures:

- a. Seller acquired the Property either as a result of a foreclosure action, result of like or similar action, i.e. deed in lieu or as part of a purchase from a prior servicer and that the total price set forth in the contract may reflect deferred maintenance. Accordingly, Seller has not conducted their own inspections or has any personal knowledge of 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. Purchaser acknowledges that there has been no representation(s) by Seller, or any other person acting as Seller's representative and/or Purchaser's representative 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 Purchaser for Purchaser's information only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Purchaser, no representation or warranty is made as to the accuracy and completeness of such report.
- b. Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.
- c. Purchaser acknowledges that Purchaser has the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Purchaser will rely solely on Purchaser's inspection and review to evaluate the condition of the Property.
- d. Purchaser hereby acknowledges that Seller shall not be providing Purchaser with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Purchaser hereby waives any requirement that Seller furnish Purchaser 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.

- e. Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or 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 Purchaser may be concerned.
 - f. **PURCHASER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE IS MAKING ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY. THE PROPERTY IS BEING CONVEYED TO PURCHASERS IN ITS "AS IS, WHERE IS" CONDITION. IT IS THE RIGHT AND RESPONSIBILITY OF THE PURCHASER TO INSPECT THE PROPERTY AND PURCHASER MUST SATISFY HIMSELF/HERSELF AS TO THE CONDITION OF THE PROPERTY.**
 - g. Mold, mildew spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property.
 - h. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.
7. In states where applicable, Purchaser acknowledges that time is of the essence regarding the closing of this Contract. Should Purchaser, through no fault of Seller, fail to close upon the Property on or before the closing date stated in the Contract for any reason whatsoever, the Seller can agree to extend the Contract. Seller may assess a penalty of a daily per diem for each day beyond said closing date for which the Purchaser requests and Seller agrees or, demand escrow proceeds be non-refundable to Purchaser. Either penalty will be determined by the seller on a case by case basis. Any monies so paid must be paid no later than the original closing date and shall be paid to Seller as non-refundable earnest money. These monies shall be paid in addition to the purchase price and may not be credited in any way to the original amounts due to Seller.
8. This Section 8 shall be in effect and incorporated into the Contract only when initialed by both Purchaser and Seller:
Purchaser's Initials: (_____) / (_____) **Seller's Initials:** (_____) / (_____)
- If the Contract of Sale is "Subject to Financing", then Purchaser may obtain financing from the lender of purchaser's choice. However, within seventy-two (72) hours of the execution of the Contract of Sale, Purchaser agrees to provide evidence to Seller that a lender has pre-approved Purchaser for financing. Purchaser shall pay for and instruct the lender to which such mortgage application is made to order an appraisal immediately upon submission by Purchaser of an application for a mortgage loan. **Proof of lender's Final unconditional commitment to lend must be provided to Seller within 21 days of execution of this Addendum to Contract of Sale.**
9. Buyer(s) is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under the Contract or agreed to in writing by Seller and Buyer(s) prior to closing. Should any lender or any insuring equity or agency require that certain repairs to the Property be made or that certain other conditions be met, the Seller, at its sole option, may comply with such requirement or terminate the Contract. Furthermore, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract. Notwithstanding that repairs may be made to the Property pursuant to the terms of this Contract and prior to closing, Buyer(s) acknowledges that Seller has not made and shall not make any representations or warranties of any character as to the necessity for any such repairs, or the absence of any necessity therefore, or of the adequacy of any such repairs upon completion thereof. Buyer(s) agrees that it shall be solely the responsibility of Buyer(s) to inspect and verify, prior to closing, the completion and adequacy of any and all such repair.

10. Purchaser 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 or any injury to Purchaser or other persons that may arise from repairs, replacements or treatments made by or for the benefit of Purchaser prior to closing, and any failure of Purchaser to comply with the provisions of paragraph 13 hereof.
11. If a Survey is requested by Buyer(s) or Lender, Buyer agrees to pay for said survey. A survey is not a condition of this transaction.
12. Taxes:
- a. **Sellers Right to Contest Taxes:** Seller shall have the unrestricted right to contest the amount of or obligation to pay any ad valorem real or personal property taxes, real or personal property assessments, or assessments or dues of any condominium, planned unit development or similar community or other homeowners' association, (collectively, "Taxes") for any calendar year, fiscal year, or other accounting period for which Taxes are assessed or levied (a "Tax Period") that includes the date of the close of escrow on the Property (the "Closing Tax Period") or that precedes the date of the close of escrow on the Property (the "Closing"). Seller may contest Taxes by any judicial, administrative, or other process that Seller chooses. If requested by Seller, Purchaser shall join in any proceeding to contest Taxes to the extent necessary to permit Seller to exercise its rights under this Agreement. Seller shall have no duty to contest Taxes, and may dismiss, settle, or otherwise resolve any matter relating to contested Taxes on whatever terms Seller chooses.
 - b. **Entitlement to Refund:** Any refund of contested Taxes for the Closing Tax Period or any prior Tax Period shall be paid to Seller, and Purchaser hereby irrevocably assigns to Seller any right, title, or interest it may have in any refund of contested Taxes for all such Tax Periods. If requested by Seller, Purchaser shall execute whatever endorsements or other documents may be necessary to accomplish the refund of such contested Taxes to Seller. Notwithstanding anything to the contrary in this Section 11.B., however, Seller shall not be entitled to any refund of Taxes that are attributable solely to any change in land usage or ownership of the Property occurring at or after Closing, all of which shall be paid by Purchaser.
 - c. **ADJUSTMENTS FOR CLOSING TAX PERIOD:** If a contest of Taxes by Seller is concluded before Closing, the proration of the contested Taxes as provided in Section 12.B. above shall be accomplished by taking into account any change in valuation of the Property or the amount of contested Taxes for the Closing Tax Period. If a contest of Taxes by Seller is concluded after Closing, then notwithstanding the provisions of Section 12.B. above, an appropriate adjustment payment shall be made by Purchaser or Seller to the other so that taking into account the adjustment payment, each will have paid (or been debited for) the revised amount of Taxes for the Closing Tax Period that results from Seller's contest in the proportion that the number of days in the Closing Tax Period before or after the close of escrow, as the case may be, bears to the total number of days in the Closing Tax Period. Notwithstanding anything to the contrary in this Section 12.C., however, no adjustment payment shall be made with respect to Taxes for the Closing Tax Period that are attributable solely to any change in land usage or ownership of the Property occurring at or after the close of escrow, all of which shall be paid by Purchaser.
 - d. **CONTEST COSTS:** Purchaser shall pay a share of Seller's out-of-pocket costs (including legal fees and costs) of contesting Taxes for the Closing Tax Period in the proportion that the number of days in the Closing Tax Period after the close of escrow bears to the total number of days in the Closing Tax Period. If Seller's out-of-pocket costs of contesting Taxes for the Closing Tax Period exceed the amount of any reduction in contested Taxes for the Closing Tax Period, Purchaser shall not be obligated to pay any share of the excess. If as part of the same proceeding Seller has also contested Taxes for Tax Periods before the Closing Tax Period, Seller's out-of-pocket costs shall be allocated to the Closing Tax Period in the proportion that the amount of the reduction in contested Taxes for the Closing Tax Period bears to the aggregate amount of all reductions in contested Taxes resulting from the proceeding. Except as otherwise provided in this Section 12.D., any contest of Taxes by Seller shall be at Seller's sole cost and expense.
 - e. **PAYMENT PROCEDURE:** The amount of any adjustment payment pursuant to Section 12.C. and the amount of any cost-sharing payment pursuant to Section 12.D. shall be combined to determine a net settlement amount owed by Seller or Purchaser to the other. If the net settlement amount is owed to Seller, that amount shall be due and payable not later than thirty (30) days after Seller notifies Purchaser in writing of the amount due. If the net settlement amount is owed to Purchaser, that amount shall be due and payable not later than thirty (30) days after Seller's receipt of any contested Taxes to be refunded to Seller or the conclusion of the contest of Taxes by Seller, whichever is later. Any notice or payment from Seller to Purchaser shall include a statement reflecting in reasonable detail how the net settlement amount was calculated and shall include copies of bills, invoices, or other reasonable documentation of any out-of-pocket expenses of Seller for which Purchaser is to pay a share.

- 13. The Purchaser shall not assign its rights under any part of the Contract without Seller's prior written consent.
- 14. Purchaser is responsible for the installation of new locks on the Property immediately after the closing, and purchaser 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 Purchaser's failure to install new locks on the Property.
- 15. The final acceptance of the Contract and the effectiveness thereof is subject to committee approval, which will be provided when Seller's signature is affixed hereon and a fully executed counterpart of the Contract has been delivered to Purchaser.
- 16. Default:
 - a. **Seller Default:** If for any reason, Seller is unable to deliver insurable title to Purchaser or is unable to cure any defects of title at the close of escrow and the close of escrow is not extended as set forth elsewhere, then Purchaser's SOLE AND EXCLUSIVE REMEDY shall be to receive a return of Purchaser's deposit and elect to terminate this Contract of Sale.
 - b. **Buyer Default:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, in consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract.
- 17. Personal Property. 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. Any items of personal property remaining after the sale of the property are deemed to add no value to the transaction and are not a part of the actual transaction, and are given to Purchaser in AS IS condition with no seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.
- 18. It is agreed by buyer and Seller that if unforeseen judgments, liens or assessments result in negative sales proceeds to the Seller, the Seller reserves the right to cancel the contract and return any deposit monies to the buyer.
- 19. Other Provisions:

Buyer's Signature

Print Name: _____

Date: _____

Seller's Signature

Print Name: _____

Title: _____

Buyer's Signature

Date: _____

AFFIDAVIT OF OWNER-OCCUPANCY

I _____ certify, agree, represent acknowledge and affirm that:

1. I will occupy, establish and use the property located at _____ ("the Property") as my primary residence as soon as possible after closing and I intend to continue to occupy the Property as my residence for at least one year after the first date of occupancy.
2. I agree and understand that any misstatement or misrepresentation in this Affidavit of Owner-Occupancy will constitute a breach by me of the contract of sale, and will permit Seller the right to cancel the contract of sale and to exercise any remedies available under the contract of sale and applicable law.
3. I understand that any misstatement or misrepresentation in this Affidavit of Owner Occupancy may subject me to criminal and/or civil liability.

Purchaser Signature

Date

Purchaser Signature

Date

Statement of Selling Agent

Selling Agent agrees and represents that to the best of Selling Agent's knowledge the Purchaser intends to occupy the Property after closing as Purchaser's residence. Selling Agent acknowledges that Seller is relying on this representation.

Selling Agent

Date