

**Nationstar Mortgage, LLC**  
**ADDENDUM TO CONTRACT FOR SALE**

**BUYER AND SELLER ACKNOWLEDGE BY EXECUTION OF THIS ADDENDUM, IT IS ATTACHED HERETO AND MADE A PART OF THE PURCHASE AGREEMENT AND/OR CONTRACT FOR SALE.**

THIS ADDENDUM TO THE CONTRACT FOR SALE BETWEEN THE BUYER AND SELLER CONCERNS THE PROPERTY LOCATED AT:

\_\_\_\_\_

Street Address	City	County	State	Zip Code
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IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM WILL CONTROL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH THE SAME.

1. **CLOSING:** The closing (the "Closing") of the sale between Seller and Buyer shall be on or before \_\_\_\_\_, **200** (the "Closing Date") at the Title Company set forth below. Subject to the following provisions extending the Closing Date, if either party fails to close this sale by the Closing Date, the non defaulting party shall be entitled to exercise the remedies provided for in this Contract, immediately and without notice. However, by written request and mutual consent of Buyer and Seller, the Closing may be extended up to fifteen (15) days if necessary to complete the loan requirements. In the event Seller agrees to an extension of the Closing Date, Buyer shall, as a condition of Seller's agreement to such extension of the Closing Date, immediately deposit, on or prior to the original Closing Date, the sum of \$ 100.00 for each day of the extension period as an additional deposit. Should the Closing not occur on any such extended Closing Date because of the failure or default of Buyer in the performance of Buyer's obligations in accordance with the Contract and this Addendum, Seller shall be entitled to retain such additional deposit as well as any other deposit made by Buyer as liquidated damages pursuant to the provisions of Paragraphs 13 and 15 of this Addendum. The Seller or Seller's representative is to be notified immediately if the Closing is delayed for ANY reason. **Time is of the essence in this Contract and Addendum.**

**BUYER AND SELLER TO INITIAL ALL APPLICABLE ITEMS BELOW:**

2. **REPAIRS AND REPORTS:**

A. Seller requires Buyer to have all inspections completed within \_\_\_\_\_ working days from the effective date of the Contract for Sale, to which this addendum is attached. In areas where certificates of occupancy inspections are required, it shall be the responsibility of the Buyer to authorize and initiate such inspections. Seller's responsibility for repairs shown to be required by Buyer's inspections, lender's inspections, certificate of occupancy inspections, or required as a condition of the FHA/VA commitment, shall not exceed \$ \_\_\_\_\_. If the required repairs exceed this amount and Seller does not elect to pay for such additional repairs, then Buyer, at Buyer's option, may elect either to pay for the additional repairs above Seller's responsibility, or terminate said Contract for Sale, at which time it shall be NULL and VOID, and Buyer shall be entitled to all earnest money paid hereunder.

BUYER INITIAL \_\_\_\_\_ SELLER INITIAL \_\_\_\_\_

**OR**

B. Buyer accepts property in "AS IS" condition. No repairs are required of Seller. Buyer has read, acknowledges and understands paragraph 5 of this addendum regarding property condition.

BUYER INITIAL \_\_\_\_\_ SELLER INITIAL \_\_\_\_\_

**TERMITE ACKNOWLEDGEMENT**

Buyer     Seller  
Initial    Initial

\_\_\_\_\_    \_\_\_\_\_ C. (Buyer \_\_\_\_\_) (Seller \_\_\_\_\_) will pay for required termite inspection.

\_\_\_\_\_    \_\_\_\_\_ D. (Buyer \_\_\_\_\_) (Seller \_\_\_\_\_) will pay for required termite treatment not to exceed \$ \_\_\_\_\_.

3. **MORTGAGE FINANCING:** (Initial applicable method of purchase)

A. FINANCING

Buyer     Seller  
Initial    Initial

\_\_\_\_\_    \_\_\_\_\_ (1) Cash: The Contract for Sale, to which this addendum is attached, is a cash transaction. Verification of funds required to close shall be provided to Seller within two (2) business days of the effective date of the Contract for Sale or this Contract shall be null and void.

\_\_\_\_\_    \_\_\_\_\_ (2) Mortgage: An application for mortgage financing shall be made within two (2) business days of the effective date of the Contract for Sale.

\_\_\_\_\_    \_\_\_\_\_ (3) Nationstar Mortgage Financing: When Nationstar Mortgage Financing option is selected, acceptance of this offer is subject to Nationstar Mortgage, LLC and Buyer's approval of rate and terms. Buyer's credit and loan approval will be solely determined by Nationstar Mortgage, LLC's underwriting.

B. CLOSING COSTS (initial if applicable)

\_\_\_\_\_    \_\_\_\_\_ (1) Seller agrees to pay Buyer's closing costs in an amount not to exceed \$ \_\_\_\_\_.

4. **TITLE:** Seller shall furnish to Buyer an Owner's Policy of Title Insurance dated as of the Closing Date (the "Title Policy") if buyer agrees to use Title Company provided by seller. In states where the buyer per statute, must hire their own closing attorney, seller shall not furnish buyer with an Owner's Policy of Title Insurance.

A. The Title Policy to be furnished to Buyer shall insure Buyer's title to the property subject only to the following exceptions ("Permitted Exceptions") (1) existing deed restrictions and restrictive covenants affecting the property; (2) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes of the current and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record and (6) liens created or assumed as security for the purchase price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the property is a part; (8) reservations or other exceptions of record or known to the Buyer; (9) the terms and provisions of any Declaration, By-Laws and Rules and Regulations of any Condominium Regime or Homeowner's Association pertaining to the property (together called the "Association Documents") as amended, including the platted easements and assessments set out therein, and (10) the terms of any ground rent, ground lease or similar agreements, if any, and (11) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Buyer.

B. Seller shall make available for Buyer's review at the Title Company, the Title Commitment of the Title Company and legible copies of any documents creating title exceptions at least two (2) days prior to Closing. Buyer shall be entitled to obtain a Title Commitment prior to Closing at Buyer's sole cost and expense if Seller is not required to provide one under this Section 4. If the Commitment reveals a defect in title which is not one of the Permitted Exceptions, or if Seller does not have title to the property, allowing that said Commitment was not available for review prior to the Closing if it was to be provided by the Seller, a new defect in title is disclosed by an updated endorsement to the Commitment, which defect is not one of the Permitted Exceptions, Buyer may either waive such defect or give written notice to Seller. Upon receipt of written notice, Seller may attempt to cure such defect prior to the Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as hereinabove provided and if Buyer does not waive such defect, this Contract shall be terminated without liability to either party and the earnest money shall be returned to Buyer as Buyer's sole and exclusive remedy. Buyer may not object to any Permitted Exceptions set forth in sub-paragraphs 4(A) (1) through (11) above, and may

object to any other exceptions only if the Commitment was not available for review prior to the Closing date if it was to be provided by Seller, in which case Buyer will have five (5) days after receipt of such Commitment and documents to make written objection(s) to Seller. Notwithstanding the foregoing, Seller shall have the right, at its sole discretion, but without any obligation to cure any such defect objected to by Buyer in accordance with this Paragraph 4(B), to extend the Closing Date by not more than thirty (30) days to attempt to cure any defect in title so objected to by Buyer in accordance with this Paragraph 4(B). Seller shall give Buyer five (5) days notice of any such new Closing Date. If Seller is unwilling or unable to cure any defect or title exceptions as to which Buyer has notified Seller, Buyer may waive such defect and title exception by written notice, this contract and addendum shall remain in full force and effect.

Seller shall furnish to Buyer on the Closing Date the following: (1) **Seller's form of Special Warranty Deed, Quitclaim Deed or other deed (the "Deed")**, as appropriate for the jurisdiction where the Property is located, and without general warranty covenants, whereby Seller will warrant and defend title against the lawful claims of all persons claiming by, through, or under Seller, but against none other, executed by Seller, conveying the property to Buyer, subject to the Permitted Exceptions, any other exceptions waived or deemed waived by Buyer as provided above and subject to all other matters of record affecting the property with dower rights, if any; and (2) an affidavit of Seller certifying that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act as amended.

5. **PROPERTY CONDITION:** THE UNDERSIGNED BUYER IS AWARE AND ACKNOWLEDGES THAT THE UNDERSIGNED SELLER IS SELLING A PROPERTY WHICH WAS ACQUIRED THROUGH FORECLOSURE PROCEEDING OR OTHER CONVEYANCE AND THAT SELLER IS NOT FAMILIAR WITH THE CONDITION OF THE PROPERTY. BUYER IS AWARE THAT THE SUBJECT PROPERTY IS NOT NEW AND FURTHER ACKNOWLEDGES THAT THERE HAS BEEN NO REPRESENTATION(S) BY SELLER, OR ANY OTHER PERSON ACTING AS SELLER'S REPRESENTATIVE AND/OR BUYER'S REPRESENTATIVE REGARDING THE CONDITION OF THE PROPERTY OR OF THE APPLIANCES OR STRUCTURAL COMPONENTS THAT MAY BE CONTAINED THEREIN. IF INSPECTION REPORT(S) HAVE BEEN OBTAINED BY SELLER OR SELLER'S REPRESENTATIVE, SAID INSPECTION REPORT(S) ARE BEING PROVIDED TO THE BUYER FOR BUYER'S INFORMATION ONLY AND BECOME A PART OF THE CONTRACT OF SALE TO WHICH THIS ADDENDUM IS ATTACHED. THE FOLLOWING INSPECTIONS ARE ATTACHED: \_\_\_\_\_.

UNLESS OTHERWISE SPECIFIED IN A SCHEDULE ATTACHED HERETO, NEITHER SELLER NOR SELLER'S REPRESENTATIVE HAS ACTUAL KNOWLEDGE OF ANY LATENT DEFECTS IN THE PROPERTY OR ANY COMPONENT THEREOF, INCLUDING, BUT NOT LIMITED TO: PLUMBING, APPLIANCES, HEATING, AIR CONDITIONING AND ELECTRICAL SYSTEMS, FIXTURES, ROOF, SEWERS, SEPTIC SYSTEMS, FOUNDATION, STRUCTURAL CONDITION, POOL, SPA AND RELATED EQUIPMENT.

BUYER MAY WALK-THROUGH THE HOME PRIOR TO THE CLOSE OF ESCROW FOR THE SOLE PURPOSE OF DETERMINING THAT THERE HAS BEEN NO MATERIAL CHANGE IN THE CONDITION OF THE PROPERTY SINCE OPENING OF ESCROW. NOTWITHSTANDING THE FOREGOING, A CLOSING ON THE ABOVE DESCRIBED PROPERTY WILL CONSTITUTE AN ACKNOWLEDGEMENT BY THE BUYER THAT THE PROPERTY, APPLIANCES, OR STRUCTURAL COMPONENTS, AS DESCRIBED ABOVE, WERE ACCEPTABLE TO BUYER AT THE TIME THE SALE WAS CONSUMMATED.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (ii) THE MANNER, CONSTRUCTION, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, AND (v) THE INCOME TO BE DERIVED FROM THE PROPERTY. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE, CITY OR COUNTY WHERE THE PROPERTY IS LOCATED, OR OF ANY OTHER AUTHORITY OR JURISDICTION.

BUYER REPRESENTS TO SELLER THAT BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER ANY STATE CONSUMER PROTECTION LAW WHICH MAY APPLY IN THE STATE WHERE THE PROPERTY IS LOCATED WITH RESPECT TO ANY MATTERS

**PERTAINING TO THIS CONTRACT OF SALE AND THE TRANSACTION CONTEMPLATED HEREBY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

**IT IS FURTHER AGREED THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OR REQUIREMENTS. BUYER HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PROPERTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.**

6. **SURVEY AND OTHER COSTS:** Seller shall furnish to Buyer an Owner's Policy of Title Insurance dated as of the Closing Date (the "Title Policy") if buyer agrees to use Title Company provided by Seller. Buyer shall be responsible for any Mortgagee Title Policy or other Title Policy charges. If a survey is required to close, it will be the sole responsibility of Buyer to obtain a survey acceptable to the Title Company and any lender within stated closing period herein and will be at the Buyer's expense. Buyer agrees to pay all normal and customary settlement costs and charges paid by buyers, which may include as applicable, but are not limited to, all lender's fees in connection herewith, including any Mortgagee's Title Policy fees, buyer's escrow fees (if any), document preparation and recording fees, notary fees, survey fees where required, and recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is obtaining VA or FHA financing, those prohibited to be paid by for VA or FHA financing, which prohibited charges shall be paid by Seller to the extent set forth in Section 2 above. Buyer shall also pay for the following: (1) The premium for mechanics lien insurance and/or title search or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals. Notwithstanding anything else to the contrary in this Contract, after the Closing, Seller shall not be liable for the payment of any assessments or other charges against the Property made by any municipality, city, county, state or other entity, as of the date of the Closing or going forward, and Buyer shall assume the payment of any such assessments or other charges against the Property; however, if existing payment obligations are not assumable, Seller shall negotiate such payment with Buyer.

7. **INSURANCE:** Upon Closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood (if applicable), and title insurance on the Property. All hazard, flood (if applicable), and title insurance policies shall be terminated by Seller immediately upon Closing. Buyer shall be responsible for obtaining any required hazard, flood (if applicable), and mortgagee title insurance if lender so desires prior to Closing.

8. **ASSIGNMENT:** The Buyer shall not assign the Contract for Sale and/or this addendum.

9. **PROPERTY TAXES:** Prorations for taxes shall be based on the last available tax bill or upon the Tax assessor's latest valuation and the current tax rate. **THE SELLER WILL NOT BE RESPONSIBLE FOR ANY ADJUSTMENT OF TAXES AFTER CLOSING.**

10. **POSSESSION:** Possession shall be granted only upon passing of title to Buyer and recording of the Deed.

11. **REAL ESTATE FEE/ COMMISSION:** A real estate fee/ commission of \_\_\_\_\_% of the final net sales price shall be payable only if and when the Closing has been completed and funds are disbursed. Net sales price is the Purchase price less any Seller allowances for closing costs and /or repairs paid by Seller. Less \$50.00 REO Trans Fee. A minimum of \$2500.00 will be paid in commission.

12. **RISK OF LOSS:** If during the pendency of this agreement and prior to Closing, any part of the Property is damaged or destroyed by fire or other casualty loss and the cost of replacement or repair of damages is in excess of five percent (5%) of the Purchase Price, Buyer and Seller may renegotiate the Purchase Price or terminate this Contract. If this Contract is terminated, any earnest money shall be refunded to Buyer. **NOTICE TO BUYER: CONSULT YOUR INSURANCE AGENT PRIOR TO THE CLOSING DATE DUE TO THE UNIQUE REQUIREMENTS OF THIS TYPE OF PROPERTY.**

13. **DEFAULT:** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the deposit can be retained by Seller as liquidated damages pursuant to Paragraph 15 below. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to a return of any earnest money as its sole and exclusive remedy and to a cancellation of this Contract which shall be rendered NULL and VOID. Subject to Section 14 below, in the event of any litigation or dispute between Seller and Buyer concerning the release of the earnest money, the Broker, Title Company or Escrow Agent holding any earnest money or other deposits or funds, sole responsibility may be met, at such person's option, by paying the deposit into the court in which such litigation is pending, or by paying the deposit into a court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon payment of the deposit into court, neither Buyer nor Seller shall have any further right,

claim, demand or action against the depositing party regarding the release of the deposit. Nothing contained herein or elsewhere in the Contract shall be construed to limit the applicability of Paragraph 14 below.

14. **ARBITRATION CLAUSE**: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The place of arbitration shall be a location acceptable to each of the parties. If a mutually acceptable locale cannot be determined by Buyer and Seller, the locale will be determined in accordance with the Commercial Arbitration Rules. The parties may, without waiving any remedy under this Contract, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect their rights or property, pending the arbitral tribunal's determination of the merits of the controversy. Each party shall bear its own costs and expenses and an equal share of the arbitral tribunal fees and administrative fees. The award shall be in writing, shall be signed by a majority of the arbitrators in the tribunal, and shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

15. **LIQUIDATED DAMAGES PROVISION**: If the transaction described in this Contract fails to close strictly in accordance with the terms of said Contract because of the failure or default of Buyer in the performance of Buyer's obligation in accordance with said Contract, the Buyer's earnest money deposit and any additional deposits shall be delivered to or retained by Seller as Seller's sole remedy and right to damages. Seller shall notify any Title Company, Escrow Agent or Broker which may be holding any such earnest money or additional deposits in writing of such failure or default by Buyer and the person holding such funds shall act without any further instruction by any party and is hereby irrevocably instructed to act on such notice or request and shall deliver the earnest money deposit and any additional deposits to Seller without any further notice or consent from Buyer. The parties agree that Seller's actual damages, in the event of the default of Buyer, would be difficult or impossible to determine. Therefore, said deposit has been agreed upon after negotiations, as the parties' best estimate of Seller's actual damages.

16. **LIMITATION OF DAMAGES**: Buyer agrees that its sole and exclusive remedy in the event of any Seller default is to terminate this Contract and to receive the return of any earnest money. Notwithstanding anything herein to the contrary neither Seller nor Buyer shall be liable to the other for any special, consequential or punitive damages, whether at law or equity.

17. **INVALID PROVISION/SEVERABILITY**: If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and, the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Contract.

18. **ADDITIONAL PROVISIONS**: Seller recommends that Buyer, at Buyer's expense, have the property professionally inspected prior to Closing. The inspections recommended include, but are not limited to the following: a SURVEY, FLOOD CERTIFICATION, TERMITE LETTER, HOME WARRANTY, GENERAL HOME INSPECTION and a STRUCTURAL REPORT.

19. **EXAMINATION OF TITLE COMMITMENT RECOMMENDED**: Buyer acknowledges that at the time of execution of this Contract, Seller advised Buyer in writing that Buyer should have the title insurance commitment covering the property examined by an attorney of Buyer's own selection or that Buyer should be furnished with or obtain a policy of title insurance.

20. **ENTIRE AGREEMENT**: The Contract, this addendum and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. NO ORAL STATEMENT, REPRESENTATION, PROMISE OR INDUCEMENT SHALL HAVE ANY VALIDITY NOR SHALL BE A PART OF THIS CONTRACT. All covenants, promises, and understandings written herein survive the Closing. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns, if permitted as interpreted and construed in accordance with the laws of the State where the property is located. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

21. **CONSULT YOUR ATTORNEY**: Brokers can not give legal advice. This is intended to be a legally binding Contract. READ IT CAREFULLY. If you do not understand the effect of this Contract, consult your attorney BEFORE signing.

22. **RELEASE**: Buyer hereby releases, quitclaims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or COMPANY who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any other defects or conditions on the property. This release shall survive Closing.

23. **OTHER PROVISIONS:**

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**SELLER**

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**LISTING REALTOR**

\_\_\_\_\_  
**CO-OPERATING REALTOR:**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards is attached on a separate sheet of paper to the Contract For Sale, between the undersigned Seller, and Buyer(s).

**LEAD WARNING STATEMENT**

Every purchaser of any interest in residential real property on which a residential dwelling was built before 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**

1. Presence of lead based paint and/or lead-based paint hazards (check item a or b below):

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

If checked, the following explanation is provided:

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

2. Records and reports available to Seller (check item a or b below):

\_\_\_\_\_ a. Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: \_\_\_\_\_

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

**BUYER'S ACKNOWLEDGMENT**

**BY BUYER'S EXECUTION BELOW, BUYER ACKNOWLEDGES THAT:**

- 1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- 3. Buyer has either: (**check a. or b.**)  
\_\_\_\_\_ a. received 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**  
\_\_\_\_\_ b. 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 ACKNOWLEDGMENT**

**BY AGENT'S EXECUTION BELOW, AGENT ACKNOWLEDGES THAT:**

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

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Each of the following parties has duly executed and delivered this attachment before the execution and delivery of the above-referenced contract of even date herewith.

**SELLER**

BY \_\_\_\_\_

\_\_\_\_\_ BUYER Date

Title \_\_\_\_\_

\_\_\_\_\_ BUYER Date

\_\_\_\_\_ AGENT Date

\_\_\_\_\_ AGENT Date

