CERTIFIED DISTRESSED PROPERTY EXPERT®

# Hold Harmless Agreement

Brokerage | Listing Agent

The undersigned parties (Seller or Sellers) understand that the listing agent (Agent) will not provide Sellers with legal or tax advice. The Sellers therefore agree to seek independent Counsel pertaining to sale of their home, land, and real property in the matters of state and federal taxes and legal implications. The undersigned Sellers shall contact an appropriate real estate attorney and/or certified public accountant to obtain qualified counsel relating to implications of and questions about selling the below mentioned real property. The Sellers further acknowledges that the Sellers have been given the opportunity to discuss this transaction with the Seller's private legal counsel and public accountant, and the Sellers have utilized that opportunity to the extent desired.

Property Address

City | State | Zip

The undersigned further agree that there have been no guarantees or promises of sale made to them by the Agent or brokerage above. It has been explained to the Sellers, and they agree to as much below, that in a changing real estate market Brokers and agents can make no warranties whatsoever implied or otherwise as to time to sale, sale price, and probability of sale of any property. Because Agent does not and cannot make any guarantees, Sellers agree that any prior statements made by the Agent to the contrary are hereby waived and shall have no effect whatsoever in connection with the services to be offered by Agent. Moreover, any information that the Agent has presented to the Sellers is to assist the Sellers in making an educated decision in the sale of their home but in no way should preclude the Sellers from seeking professional legal as well as tax advice. It is expressly suggested that the seller do both.

In consideration of the mutual considerations between the parties, the Sellers hereby agree to hold Agent and the brokerage above harmless and keep them exonerated from all loss, damage, liability, or expense occasioned by the services intended to be provided by the Agent and the brokerage or claimed by reasons of acts or neglects of third parties, including property inspectors, visitors, or third party independent contractors. Likewise, Sellers agree that they shall save, defend, indemnify and hold harmless Agent and the brokerage above from any and all claims, demands, liabilities, actions, proceedings, judgments, fines or other expenses including without limitation, reasonable attorneys' fees, incurred by them arising from or related to any claim of alleged errors and omissions caused by or related to the acts of the Sellers, their agents, servants, principals and/or employees. Sellers agree that if they take any action against the Agent or the brokerage, contrary to this agreement to indemnify and hold harmless, the Sellers shall reimburse the Agent and/or brokerage for any attorney's fees or costs of any kind or nature which may be incurred by the Agent and/or brokerage to enforce the provisions of this agreement. The Sellers hereby understand and agrees that a specific condition of being provided such services is the execution of this agreement.

IN SIGNING THIS RELEASE, I (we) ACKNOWLEDGE AND REPRESENT THAT I (we) have read the forgoing Waiver of Liability and Hold Harmless Agreement, understand it and sign if voluntarily as my (our) own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am (we are) at least eighteen (18) years of age, and fully competent; and I (we) execute the Release for full, adequate and complete consideration fully intending to be bound by same. IN WITNESS HEREOF, I (we) have hereunto set my hand and seal on this Day, _____

Agent's Signature | Print Agent's Name

Seller's Signature | Print Agent's Name

Seller's Signature | Print Agent's Name

Reserved for Notary

Notary Signature

**FORM C**

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