

Relocation Company Disclaimer Clause

This clause **must** be inserted or added as an addendum to any purchase agreement written on **65 Arabella Cir, Oakland TN 38060**

“Buyer acknowledges that seller is a relocation company that has not occupied the property and that, notwithstanding any provision in this purchase agreement to the contrary, seller makes no warranties and/or guarantees concerning the condition of the property.”

Buyer:

Buyer:

Signature

Signature

Printed name

Printed name

Date

Date

REAL ESTATE CONTRACT ADDENDUM

This Addendum is attached to and made part of the contract of sale for the property commonly known as: **65 Arabella Cir, Oakland TN 38060** ("the Property")

IF ANY PROVISIONS OF THIS ADDENDUM CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE FOR THE PROPERTY, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. **CORPORATE DISCLOSURE**

The Property is purchased in "AS IS" condition. The BUYER acknowledges that neither HomeServices Relocation, LLC (SELLER), nor any of its employees or agents, has ever occupied the Property. The BUYER acknowledges that SELLER is not familiar with the condition of the Property and that SELLER's knowledge of the Property is based solely on the inspections, condition reports and prior occupying owner's seller disclosure statement(s) provided to the BUYER. BUYER is aware that the Property is not new and acknowledges that there have been no representations or warranties, either implied or express, including warranties of habitability or merchantability, by SELLER or any person or entity acting on its behalf ("SELLER'S REPRESENTATIVE") with respect to the Property.

2. **TITLE**

The BUYER agrees that contract of sale is contingent upon SELLER being able to deliver good and marketable title to the Property on or before the closing date. If SELLER is unable to confirm that it can convey, or cause to be conveyed, marketable title on or before the closing date, the contract of sale may be deemed null and void at the option of either party. In that event, the earnest money or BUYER's deposit will be refunded to BUYER as BUYER's sole and exclusive remedy and SELLER will be released of all liability. In the event that Seller is unable to provide marketable title, or to acquire the Property, through no fault of the Seller, the BUYER agrees to hold SELLER, its employees and agents harmless from any consequences that may result.

3. **INSPECTIONS**

If any inspections, condition reports or other documentation have been obtained by SELLER or SELLER'S REPRESENTATIVE, the inspections, condition reports or other documentation were provided to BUYER for BUYER'S information and are incorporated by reference in the attached contract of sale.

BUYER acknowledges receipt of the attached Property Condition Disclosure Statement, including the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards.

INSPECTION REPORTS PROVIDED TO THE BUYER WERE PREPARED FOR SELLER, A RELOCATION COMPANY, IN ACCORDANCE WITH THE COMPANY'S REQUIREMENTS AND REPORT THE CONDITION OF THE PROPERTY, AS OF THE INSPECTION DATE, ACCORDING TO THE GUIDELINES ESTABLISHED BY THE EMPLOYEE RELOCATION COUNCIL. THE INSPECTION REPORTS, IF ANY, PROVIDED BY SELLER ARE NOT INTENDED AS A SUBSTITUTE FOR A COMPREHENSIVE INSPECTION OF THE PROPERTY BY AN INSPECTOR OF THE BUYER'S CHOICE. STANDARD INSPECTION REPORTS CUSTOMARILY PROVIDED IN THE PROPERTY'S LOCALE MAY CONTAIN ADDITIONAL INFORMATION A BUYER SHOULD CONSIDER IN MAKING A DECISION TO BUY THE PROPERTY.

4. **DEFECTS**

Unless otherwise specified in the attached Property Condition Disclosure Statement, neither SELLER nor SELLER'S REPRESENTATIVE has actual knowledge of, nor has an inspection been made to determine, the existence or extent of any latent defects in the Property including, but not limited to the following: plumbing, heating, air conditioning and electrical systems; appliances; fixtures; pool, spa and related equipment; sprinkler system; roof; sewer; septic system; basement; soil conditions; foundation and load-bearing walls; structural conditions, including, but not limited to, the use or presence of polybutylene piping, Louisiana-Pacific Inner Seal Siding, Exterior Insulation Finishing Systems (EIFS) or any other building product or practice not commonly accepted within the home building industry; whether the Property is located on or near a toxic or hazardous waste site as defined by state or federal law; whether the Property is listed on, or is subject to being listed on, the most recently published National Priorities List issued by the Federal Environmental Protection Agency or any list published by a state agency responsible for regulating toxic or hazardous waste; any hazardous or toxic substance in or on the Property including, but not limited, urea-formaldehyde foam or asbestos insulation, radon gas, lead-containing materials, toxic mold, or any other substance in, or about the Property that would render the Property uninhabitable or dangerous to the health of occupant(s); underground storage tanks; proximity to

any public or private condition that may constitute a nuisance; encroachment, easement, boundary dispute or claim of parties not in possession; or, any other condition, obvious or latent, of which SELLER had no actual knowledge (referred to, individually or collectively, as "Defects"). SELLER'S REPRESENTATIVE has made a visual inspection of accessible areas but, unless otherwise specified, has no knowledge of any undisclosed Defects in the Property.

Unless otherwise specified by attached information, neither SELLER nor SELLER'S REPRESENTATIVE makes any representations or warranties that the Property, as constructed, or any alteration or addition that may have been made to the Property conforms to local building codes.

BUYER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT NEITHER SELLER NOR SELLER'S REPRESENTATIVE IS MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF HABITABILITY OR MERCHANTABILITY, WITH RESPECT TO THE PROPERTY OR ITS CONDITION.

5. BUYER'S RIGHT TO INSPECT

BUYER acknowledges and agrees it is BUYER'S sole responsibility to obtain inspection reports from qualified professionals on the Property including, but not limited to, the existence or extent of any Defects or any other factors regarding the Property or its condition that BUYER deems material or may have questions about.

BUYER (does ____/____) (does not ____/____) elect to obtain inspections

If BUYER elects to obtain inspections, the sale of the Property may be contingent upon BUYER'S acceptance of the Property, following the inspection(s). However, BUYER'S acceptance will not be unreasonably withheld. If the Closing Agent is not notified by BUYER, in writing, to the contrary on or before 10 calendar days from the effective date in the contract of sale, then this contingency will be deemed removed automatically.

If BUYER does not elect to obtain any additional inspections, BUYER understands and acknowledges that BUYER thereby waives the right to obtain additional inspections at BUYER's expense and agrees to hold SELLER, its employees and agents harmless from any consequences that may result from BUYER's election not to secure such additional inspections.

BUYER acknowledges that the BUYER's decision to purchase is based solely upon the BUYER's own inspections, if any, and analysis of the Property.

6. CLOSING AS ACCEPTANCE

Neither SELLER nor SELLER'S REPRESENTATIVE has made any representations or warranties, express or implied, as to the condition of the Property, its contents, components or the existence or extent of any Defects, and BUYER is not relying in any way whatsoever on any representation or warranty, including warranties of habitability or merchantability, by SELLER or SELLER'S REPRESENTATIVE as a condition of purchase. BUYER may walk-through the Property no later than ____ business days prior to the closing on the Property for the sole purpose of determining that there has been no material change in the Property since the execution of the contract of sale and this Real Estate Contract Addendum.

IT IS THE RIGHT AND SOLE RESPONSIBILITY OF THE BUYER TO INSPECT THE PROPERTY. THE BUYER SHOULD BE SATISFIED AT CLOSING, BASED SOLELY ON BUYER'S OWN INVESTIGATION, AS TO THE CONDITION OF THE PROPERTY.

By accepting the Property in its present, "AS IS," condition, BUYER releases and holds harmless SELLER, and any party on whose behalf it is acting contractually, their representatives, successors or assigns, from all responsibility and liability as to the condition of the Property, including latent defects of which SELLER had no actual knowledge, at the closing of escrow.

Notwithstanding the foregoing, a closing on the Property will constitute the BUYER'S acknowledgment that the Property, including Defects, if any, is acceptable to BUYER at the time title is conveyed to BUYER. BUYER'S acceptance of the deed and Property at closing will constitute an absolute and irrevocable waiver of BUYER'S right to object to the Property or its condition or to assert any claim whatsoever related to the Property, including latent Defects of which SELLER had no actual knowledge, at any time in the future.

7. BUYER DEFAULT AND EARNEST MONEY

It is expressly agreed and understood that BUYER's earnest money deposit shall be made payable to the listing agency. It is further agreed that any default by BUYER in the performance of the contract of sale or this Addendum, will, at SELLER'S option, immediately terminate the contract of sale and the earnest money or BUYER'S deposit will be released and surrendered to SELLER, as liquidated damages and not as a penalty, to defray carrying costs and lost marketing time.

8. INSURANCE

At closing, SELLER will be relieved of all responsibility and liability for maintaining hazard, general liability, title, flood or private mortgage insurance (if applicable) on the Property and SELLER'S insurance policies will terminate immediately upon closing. BUYER will be responsible for obtaining any hazard, general liability, title, flood and private mortgage insurance (if applicable) required by a lender.

9. ASSIGNMENT

The BUYER may not assign the contract of sale or this Addendum without SELLER'S prior written consent and any attempted assignment without consent will automatically and irrevocably constitute default by the BUYER.

10. CLOSING

Closing will be on or before _____. TIME IS OF THE ESSENCE. Notwithstanding the foregoing, by written request and mutual consent, closing may be extended up to 15 days, if necessary, to complete loan requirements. SELLER or SELLER'S REPRESENTATIVE is to be notified immediately if closing is delayed for ANY reason whatsoever.

At Closing, title to the property may be delivered by a deed from Seller, from HSR Equity Funding, Inc., a Delaware corporation and wholly owned subsidiary of HomeServices Relocation, LLC, or from National Residential Nominees Services Inc. ("NRNSI"), or from an affiliate of NRNSI, with NRNSI or its affiliate acting as agent for Seller. NRNSI or its affiliate has no direct or indirect liability for the covenants, obligations or undertakings of Seller under this contract of sale.

The title company will be: Closetrak, LLC

The closing will take place at: 8046 N. Brother Blvd, Suite 104, Bartlett TN 38133

The closing agent will be: Robin Hogue Hughes, robin@closetrak.com

PHONE: (901) 333-1357 FAX: (901) 507-0759

11. POSSESSION

Possession will be granted only upon passing of title.

12. REAL ESTATE FEE/COMMISSION

Any real estate commission will be paid by SELLER if and only if and when the closing has been completed.

The listing broker acknowledges and agrees that a referral fee in an amount equal to 35% of the listing portion of the real estate fee/commission will be paid to HomeServices Relocation, LLC at closing.

13. ATTORNEY FEES

In the event of a dispute involving the enforcement or interpretation of the terms or provisions of the contract of sale or this Addendum, the prevailing party will be entitled to reasonable attorney fees, court costs and necessary disbursements, in addition to any other relief that the party may be entitled to. This provision will survive closing.

14. OTHER PROVISIONS:

All Prorations are final as of the date of closing.

Seller declines any dispute settlement through arbitration or mediation.

15. SEVERABILITY

If any of the provisions contained in this Addendum are determined to be invalid, illegal, or unenforceable, in any respect, by a court of law, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way as a result.

Buyer

Date

Buyer

Date

Selling Agent

Date

Listing Agent

Date

Seller:
HOMESERVICES RELOCATION, LLC

by _____

Date

Its _____

RADON HOLD HARMLESS AGREEMENT

PROPERTY ADDRESS: **65 Arabella Cir, Oakland TN 38060**(herein referred to as “Property”). Buyers of the Property acknowledge that HomeServices Relocation, LLC or any individual or entity in whose behalf it is acting contractually, (herein referred to as “Seller”) is selling the Property in connection with a relocation program and has never occupied the Property.

Buyers acknowledge that Seller has not tested the Property for radon and if a prior radon test has been performed by the Seller, it has been provided to Buyers for Buyers’ information. Buyers acknowledge that Buyers have been informed that Buyers have the right to obtain a radon test prior to purchasing the Property. Buyers (have) (have not) obtained a radon test. Buyers agree that Buyers are purchasing the Property in its “as is” condition, regardless of whether the Property contains radon gas.

Buyers further acknowledge that Seller shall purchase on behalf of Buyers a Radon Service Agreement (backed by RAL) that will require RAL Inspection Services to perform correction of any elevated radon levels found in the home during the effective period of the agreement.

Buyers, their successors, assigns, representatives and heirs, agree to hold Seller, or any entity or individual in whose behalf it is acting contractually, harmless from and against any and all loss, cost, expense, damages, or liability imposed upon, incurred by or asserted against Seller by reason of:

- (a) The presence, disposal, escape, discharge, release (or threat thereof) of radon gas; or
- (b) Any personal injury (including wrongful death) to any person (which shall include any occupant, invitee, or minor children of Buyers or Buyers invitees), or any Property damage related to radon or arising out of the presence, disposal, escape, discharge, or release (or threat thereof) of radon gas, the mitigation or attempted mitigation of radon gas; or
- (c) Any claim, demand, proceeding, lawsuit, settlement, government order or violation of any regulation or requirement of any government authority relating to radon or arising out of the presence, disposal, escape, discharge, release (or threat thereof), mitigation or attempted mitigation of radon gas, including, without limitation, consultant fees, investigation fees, laboratory fees, attorney fees, court costs and other litigation expenses.

Buyers’ obligations under this Radon Hold Harmless Agreement shall survive the sale of the Property.

(Buyer) _____

(Date) _____

(Buyer) _____

(Date) _____