

**PURCHASE AND SALE AGREEMENT
GEORGIA**

1. **Purchase and Sale.** As a result of the efforts of _____, a licensed Broker (hereinafter referred to as "Selling Broker") and _____, a licensed Broker (hereinafter referred to as "Listing Broker"). (Listing Broker and Selling Broker being hereinafter sometimes collectively referred to as "Broker"), the undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land lying and being in Land Lot _____ of the _____ District, _____ Section of _____ County, Georgia and being known as: 249 Usher Road Waynesboro, GA 30830 , (Multiple Listing # _____) according to the present system of numbering in and around this area, being more particularly described as Lot _____, Block _____, Unit _____, Phase/Section _____, of _____ Subdivision, as recorded in Plat Book _____, Page _____, _____ County, Georgia records (together with all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all the improvements thereon; and all appurtenances thereto, all being hereinafter collectively referred to as the "Property"). The full legal description of said Property is the same as is recorded with the Clerk of the County in which the Property is located and is made a part of this Agreement by reference.

2. **Purchase Price and Method of Payment.** Buyer warrants and Buyer represents that at the time of closing Buyer will have sufficient cash available (together with the loan or loans, if any, as described herein) to complete the purchase contemplated herein and shall immediately disclose to Selling Broker upon loan application the name(s) of the lender(s) with which Buyer has applied. The Buyer **does** or **does not** have real property to sell or lease in order to complete the purchase contemplated herein. In the event of a "does not" selection above, Buyer further warrants that failure to sell or lease Buyer's current residence or any other property will not be grounds for refund of earnest money in the event of loan denial.

The purchase price of said Property shall be: _____ Dollars, (U.S.) \$ _____ to be paid as set forth in sub-paragraph A or B (Select A or B) below. The other sub-paragraphs are not a part of this Agreement);

A. **ALL CASH AT CLOSING:** At closing, Buyer shall pay the purchase price to Seller in cash, or its equivalent. Buyer's obligation to close shall not be contingent upon Buyer's ability to obtain financing. Unless otherwise expressly provided for herein, Buyer shall pay all usual and customary closing costs.

B. **WHERE NEW LOAN IS TO BE OBTAINED:**

(1) This Agreement is made conditioned upon Buyer's "ability to obtain" (as hereafter defined) a loan in the principal amount of _____ % of the purchase price (reduced to the next lowest hundred dollars) to be secured by a first lien security deed on the within described Property; said loan to be paid in consecutive monthly installments of principal and interest over a term of not less than _____ years. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. Buyer's new loan is to be placed through lender(s) shown on attached EXHIBIT. This loan shall be a **(Select (a), (b), or (c) below and attach applicable GAR loan exhibit.** The other subparagraphs are not a part of this Agreement):

(a) **Conventional Financing**—see Conventional Financing EXHIBIT "____" attached hereto and by reference made a part hereof.

(b) **FHA or VA loan**, See EXHIBIT "____", attached hereto and by reference made a part hereof.

(c) **Other Loan**, See EXHIBIT "____", attached hereto and by reference made a part hereof.

Should any lender's commitment be conditioned on any repairs, Seller reserves the right to cancel this Agreement, and return all earnest money to Buyer with no further obligation by Seller. Buyer(s) assume all risk of any changes in interest rate and mortgage discount points, and agree to close this transaction regardless of any such changes.

(2) (a) Seller shall pay all usual and customary **Lender Closing Costs** for said loan, in a sum not to exceed \$_____. If Buyer's lender does not allow all or part of Seller's contribution toward closing costs to be used, the unused portion shall be retained by Seller. BUYER SHALL PAY FOR ANY SURVEY REQUIRED BY LENDER, ALL CREDIT REPORT COSTS AND ANY USUAL AND CUSTOMARY CLOSING COSTS EXCEEDING SAID SUM. (b) _____ shall pay any Loan Discount payable in connection with said loan in a sum not to exceed \$_____. (c) Initial **Private Mortgage Insurance Premium**, if any, for said loan shall be paid by Buyer. Buyer shall pay any portion of any private mortgage insurance premium which is required by Lender to be spread over subsequent monthly payments.

(3) Buyer agrees to make written application for said loan within the time period specified in the loan Exhibit hereto and to pursue said application diligently and in good faith, to execute all papers, to provide all documents, to perform all other actions necessary to obtain said loan and to accept such loan if approved by a lender. Should Buyer not apply for said loan in the time specified above, Seller may, upon written notification to Buyer, void this Agreement. Proceeds of said loan, together with any balance of such purchase price, shall be paid in cash or its equivalent by Buyer to Seller at closing. If flood insurance is desired by Buyer or required by Buyer's Lender, Buyer shall purchase said flood insurance.

(4) Buyer understands and acknowledges the possibility that many different loan programs, available from many different lenders, may well fit within the description of the loans set forth herein. No attempt has been made by Buyer to describe exactly all of the particular terms and conditions of said loan. The economics of this transaction, as bargained for by the parties, are such that Buyer agrees that a loan with terms consistent with those described herein shall be acceptable to Buyer and shall satisfy this loan contingency.

(5) BUYER ACKNOWLEDGES AND REPRESENTS that he has not relied upon the advice or representations, if any, of Seller, Broker or Broker's affiliated licensees regarding the type of loan or the terms of any particular loan program to be obtained by Buyer. Buyer shall have the responsibility of independently investigating and choosing a lender, type of loan, and loan program to be applied for by Buyer in connection with this Paragraph 2. Buyer agrees to hold harmless Listing Broker, Seller, Selling Broker and their affiliated licensees, from any claim or loss whatsoever arising out of Buyer's application and commitment for any loan, and with respect to the terms of the instrument evidencing or securing said loan.

Simultaneously with this contract, the Buyer agrees to provide a pre-qualification letter issued by a reputable lender. If the Buyer does not have a pre-qualification letter and if this agreement is subject to Buyer(s) obtaining a mortgage, then Buyer(s) may be pre-qualified, at no cost and no obligation, for such a mortgage through Seller's affiliate, PHH Mortgage or Guaranteed Rate Affinity, LLC ("Mortgage Provider") at 1-888-342-5744. Buyer(s) agree to submit accurate information with regard to financial condition, to ensure an accurate and reliable pre-qualification. Mortgage Provider guarantees that Buyer(s) will receive the loan decision within 24 hours, or Mortgage Provider will pay to the Buyer(s) the sum of \$250.00.

3. **Title.** Seller, as a relocation service company, plans to become a contract buyer of said premises and Buyer agrees to accept title by a Limited Warranty Deed from the record owner(s) or by Limited Warranty Deed from Seller, as determined by Seller, subject only to (a) zoning ordinances affecting said Property, (b) general utility, sewer, and drainage easements of record upon which the building(s) does not encroach, (c) subdivision easements and restrictions of record, recorded Declarations of Condominium or any covenants, restriction or conditions and all amendments thereto, and (d) leases, other easements, restrictions and encumbrances specified in this Agreement. If the Seller does not become the owner, this Agreement shall be null and void.

4. **The Title Examination.** Buyer shall have a reasonable time after the date this instrument becomes a binding Agreement to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer or Seller evidenced by written notice, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company, licensed to do business in the State of Georgia, will insure at its regular rates, subject to standard exceptions unless otherwise specified herein.

5. **Earnest Money.** Buyer has paid to _____ ("Holder") earnest money of \$_____ check, or \$_____ wire transfer, which has been received by Holder. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) and shall be applied toward the purchase price of

the Property at the time of closing. In the event any earnest money check is not honored, for any reason, by the bank upon which it is drawn, Buyer shall deliver good funds to Holder within three (3) days of the bank's notice to Holder. In the event Buyer does not timely deliver good funds, the Seller, in its sole discretion, shall have the right to terminate this Agreement by giving written notice to the Buyer.

Holder shall disburse earnest money only as follows: (1) upon the failure of the parties to enter into a binding agreement; (2) at closing; (3) upon a written agreement signed by all parties having an interest in the funds; (4) upon order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; (5) upon a reasonable interpretation of this Agreement by Holder; or (6) as otherwise provided in this Agreement. Prior to disbursing earnest money pursuant to a reasonable interpretation of this Agreement, Holder shall give all parties fifteen (15) days written notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Holder prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (1) disburse the earnest money and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Holder shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this earnest money paragraph.

6. Destruction of Property. Should the Property be destroyed or substantially damaged before time of closing, Listing Broker is to notify the Buyer or Selling Broker. At the election of Buyer, evidenced by written notice to Seller, within fifteen (15) days of Buyer's receipt of notice of the damage, (a) this Agreement may be canceled and earnest money returned to Buyer, or (b) Seller, if economically feasible, may repair the damage and Buyer may consummate this Agreement.

7. Disclosures. The Seller's Real Estate Disclosure Statement (and, if applicable, Affiliated Business Disclosure) has been received and read by Buyer.

8. Inspection. Buyer, his inspectors, or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right and responsibility to enter upon the Property for the purpose of inspecting (including conducting the final walk-through), examining, testing, and surveying the Property. Buyer agrees to assume all responsibility for the acts of himself, his inspectors, and representatives in exercising his rights under this paragraph and agrees to hold Seller, Broker and Broker's Affiliated licensees harmless for any damages or injuries resulting therefrom. Seller shall cause utility services to be operational so that Buyer may complete all inspections under this Agreement. **(Buyer must initial either sub-paragraph A or B below; the un-initialed sub-paragraph is not part of this Agreement)**

A. _____ (Buyers Initials, if elected)

Inspection of Property Contingency. Buyer or an inspector of Buyer's choice at Buyer's expense, shall make a diligent, prudent and competent inspection of the Property including, but not limited to, (i) all appliances remaining with the Property; (ii) heating and air conditioning systems; (iii) plumbing (including without limitation sewer/septic and water/well system, pool and spa); (iv) electrical systems; (v) roof, gutters, structural components, foundation, fireplace(s) and chimney(s); (vi) drainage conditions or evidence of excessive moisture adversely affecting the structure(s); (vii) excessive levels (as defined by the Environmental Protection Agency) of radon, lead paint, asbestos, urea-formaldehyde, toxic wastes, hazardous substances, defective drywall or plaster board or other undesirable substances; (viii) termites or other wood destroying organisms, or damage caused by present or prior infestation of termites or other wood destroying organisms; (ix) any other condition or circumstance which may adversely affect the Property; and (x) any personal property described in this Agreement. Buyer hereby waives any objection to matters disclosed by said inspection which are of a purely cosmetic nature. Should said inspection disclose presently defective items which are unacceptable to Buyer, Buyer shall furnish to Seller a copy of the inspection report and a proposed Amendment to this Agreement, which Amendment sets forth those presently defective items contained in said inspection report which Buyer wants repaired or replaced.

In the event that Buyer does not, within ten (10) calendar days from the date Seller signs this Agreement, submit a copy of said inspection report and said proposed Amendment to Seller, the contingency provided in this sub-paragraph A shall be deemed to have been waived by Buyer. If any repairs or replacements are itemized in the proposed Amendment, Seller shall have the option of:

1. **Making said items operational or functional, agreeing to the expense in writing, or**
2. **Giving the Buyer(s) a credit for items, agreeing to the credit in writing, or**
3. **Canceling this Agreement and refunding the Buyer's earnest money or other deposit.**

In any case, Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s) agree to look solely to the person or company performing any such repairs. Buyers agree to promptly inspect any repairs following notice from Seller that the repairs have been completed. If repairs are performed, credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed), or price reduced in response to inspection issues, Buyer(s) agree to sign a release and hold harmless with respect to the condition of the Property. If Buyer and Seller cannot agree on the amount of the credit, Seller may elect Option 3. above and cancel this Agreement.

In the event Buyer's lender or any other person acting on the Buyer's behalf refuse to permit the credit to appear on the Closing Disclosure, for any reason, Seller will not be required to provide this credit to buyer, and closing shall occur at the stated sales price.

In the event that Buyer fails to provide said reports and proposed Amendment, the contingency provided in this subparagraph A shall be deemed to have been waived by Buyer. In the event Buyer elects to accept Seller's counteroffer, Buyer expressly acknowledges acceptance of any risk for all conditions or circumstances existing on or in the vicinity of the Property, and waives and releases Seller, Broker and Broker's affiliated licensees from any claim, rights of action, or suit seeking rescission of this Agreement, and from damages or other relief based upon or relating to any condition or circumstance existing on or in the vicinity of the Property.

B. _____ (Buyers Initials, if elected)

Inspection Contingency Waiver. Buyer expressly acknowledges that he has read Paragraph 8 hereof and hereby waives the inspection contingency described in sub-paragraph A of said paragraph. Buyer understands and agrees that in waiving the inspection contingency, Buyer (i) accepts the Property "As Is", without exception (except as provided in Paragraph 9 hereof) in its present condition and (ii) waives and releases Seller, Broker and Broker's Affiliated licensees from any claim, rights of action or suits seeking rescission of this Agreement, damages or other relief based upon, or relating to, any condition or circumstance existing on or in the vicinity of the Property.

C. Duty to Inspect Neighborhood. In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation website at www.gbi.georgia.gov .**

D. Property Acceptance. Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the equipment, systems, circumstances and conditions of the Property, including any repairs made to the Property, shall cease at closing, and closing shall constitute Buyer's acceptance of the Property "As Is".

E. Final Inspection. In order for Buyer to determine that the Property is in the same physical condition, ordinary wear and tear excepted, as at the signing of this Agreement, Buyer has the responsibility to make a final inspection no later than 72 hours before the closing and to inform Seller in writing of any objections within twenty-four (24) hours thereof. Buyer's failure to notify Seller of any change in the condition of the Property within said time period shall constitute a waiver of any and all rights as to the condition of the Property.

F. Lead-Based Paint Disclosure. This contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 9:00 p.m. on the tenth calendar day after the date Seller signs this Agreement. In the event that Buyer does not, within ten (10) calendar days from the date of this Agreement, deliver to Seller a proposed Amendment listing the specific existing deficiencies and corrections needed together with a copy of the inspection and/or risk assessment report, the contingency provided for in this subparagraph shall be deemed waived. If any existing deficiencies and corrections needed are listed in the proposed Amendment, Seller may,

at Seller's option, within ten (10) days after delivery of the proposed Amendment, elect in writing whether to correct the conditions. If Seller refuses to correct the conditions, or otherwise does not respond within said ten (10) day period, Buyer shall have three (3) days to accept the Property "As Is" or void this Agreement and receive return of earnest money as sole and exclusive option.

G. Prior to entering into this Agreement it is Buyer's duty to inspect and acquaint himself with the neighborhood and surrounding areas that may be of concern to Buyer, including, but not limited to, existing or projected roads and highways, airports or flight patterns, schools, landfills, noise pollution, crime patterns (including registered sex offender locations) and any other matters that might be of any concern.

9. Wood Infestation Report. Buyer shall be solely responsible for inspecting for termites or other wood destroying organisms and obtaining any Official Georgia Wood Infestation Report that may be of interest to Buyer or be required by Buyer's mortgage lender(s). The cost of any such inspection and/or report shall be paid for by the Buyer. If any additional inspections and/or reports are requested by Buyer or Buyer's lender, costs, if any, for such inspection(s) and/or report(s) shall be paid by Buyer.

10. Sewer/Septic Tank and Public Water/Well. Buyer is to determine that the main dwelling and any improvements on the above-described Property is served by: public sewer, septic tank, public or community water or public or community well. Any lender-imposed inspection(s) of the septic tank or well systems shall be obtained and paid for by Buyer.

11. Home Warranty Program. Buyer acknowledges that he has been informed that a home warranty plan may be available for the main dwelling at an additional cost. It shall be Buyer's responsibility to obtain same.

12. Responsibility to Cooperate. All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and/or delivered by such parties at the time required to fulfill the terms and conditions of this Agreement.

13. Brokerage. In negotiating this Agreement, Broker has rendered a valuable service for which reason Broker is made a party to enable Broker to enforce its commission rights hereunder against the Parties hereto on the following basis: Commissions will be earned and payable, by Seller, only if and when title passes, and not otherwise. Upon Buyer's default on this Purchase and Sale Agreement, earnest money shall be applied to Seller's damages. The parties have determined that the amount of the earnest money is to be liquidated damages in the event of a breach of this Agreement in that the injury that would be caused by a breach is difficult or impossible of accurate estimation, and Seller intends to provide for damages rather than a penalty, and the sum so stipulated is a reasonable pre-estimate of probable loss. Buyer agrees that if Buyer fails or refuses to perform any of Buyer's covenants herein, Buyer shall forthwith pay Broker the full commission immediately.

Commission to be paid in connection with this Agreement has been negotiated between Seller and Broker and shall be _____% of the Purchase Price, due and payable upon transfer of title (closing) or as otherwise provided herein.

This sale is made by _____ as Selling Broker in cooperation with _____, Listing Broker; Selling Broker shall receive _____% and Listing Broker shall receive _____% of the total real estate commission paid hereunder or as provided herein.

14. Agency Disclosure. Unless otherwise stated, the Listing Broker has acted as agent for the Seller in this transaction and is to be paid a commission by Seller. Selling Broker's relationship with the parties to this Agreement is as specified in the attached Exhibit. In this Agreement the term "Broker" means a Georgia Real Estate Commission licensed real estate broker or entity and where applicable, the broker's affiliated licensees. Unless otherwise provided in writing, the brokers in this transaction shall not owe any duty to Seller and Buyer greater than provided in OCGA Section 106A-1 et seq., entitled Brokerage Relationship in Real Estate Transactions ("Act").

i. Buyer acknowledges if they are a "customer" as defined in the Act, they are not being represented by a Broker in an agency capacity pursuant to a brokerage engagement and the broker's role is limited to ministerial acts.

ii. If a Broker is acting as a "dual agent" both Buyer and Seller hereby consent to the dual agency and acknowledge the following:

- a) As a dual agent the Broker represents two clients whose interests are or at time could be different or even adverse;
- b) As a dual agent Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made

confidential by request or instructions from another client which is not allowed to be disclosed or required to be disclosed by applicable law;

- c) Buyer and/or Seller do not have to consent to dual agency;
- d) Broker or the Broker's affiliated licensee will timely disclose to each client in a real estate transaction the nature of any material relationship the broker and the broker's affiliated licensees have with other clients in this transaction other than that incidental to the transaction;
- e) Consent to the dual agency is given voluntarily and that the engagement has been read and understood;
- f) If Broker is acting as a dual agent, buyer and seller hereby instruct broker to keep confidential and not reveal to the other party to this transaction any information which may materially affect their negotiating positions in an adverse manner.

iii. If Broker is acting as a designated agent, buyer and seller hereby consent to same and acknowledge that each designated agency exclusively represents the party to whom each has been assigned as a client and does not represent in this transaction the client assigned to the other designated agent.

Seller is a licensed real estate broker and may receive a fee from the Listing Broker in this transaction.

15. **Time is of the Essence.** Time is of the Essence in this Agreement.

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns. Any assignment of this Agreement by Buyer (including, but not limited to via an assignment or naming a nominee) requires Seller's explicit, written consent, which Seller may withhold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under this Agreement unless and until the Agreement has been fully performed by or on behalf of Buyer.

17. **Closing and Possession.**

A. The real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated based upon the latest available tax bill as of the date of closing. There will be no re-proration of taxes after closing. There shall be no further adjustments for the current year or any prior year as a result of reassessments or re-billings after closing.

B. Buyer shall pay State of Georgia property transfer tax as part of Buyer's closing costs.

C. Closing shall be held at office of, _____.

D. This transaction shall be closed on or before _____, 20____, provided however, (i) that in the event the loan described in Paragraph 2 hereinabove is unable to be closed on or before said date, or (ii) that Seller fails to satisfy valid title objections, Buyer or Seller may, at their option by written notice to the other party, extend this Agreement's closing date seven (7) calendar days from the above stated closing date.

E. Possession of Property shall be granted by Seller to Buyer at time of closing and funding.

F. Seller shall deliver Property clean and free of debris at time of possession.

G. Buyer and Seller agree (i) to comply with, and (ii) to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of Internal Revenue code Section 1445 (Foreign/Non-foreign Sellers).

H. MLS information/items (for example, square footage, school district, buyer and/or agent incentives) are not part of this Agreement unless expressly stated in this Agreement.

I. A facsimile signature shall be deemed the same as an original signature.

J. Seller's correct legal name for all purposes related to this Agreement is as shown on the signature page hereof.

K. Seller shall not make any payment related to any closing date delays whatsoever.

18. Non-Survival of Agreement. The closing of this sale and acceptance of the deed by the Buyer shall constitute acknowledgement that the premises and systems contained therein are acceptable and the Seller shall have no further obligation or responsibility by virtue of this Agreement.

19. Disclaimers.

A. Buyer(s) acknowledge that Seller has acquired or intends to acquire the Property in a relocation transaction, and is acting in a capacity of a non-occupant, contractual owner and has limited knowledge of the Property.

B. Buyer acknowledges that he has not relied upon the advice or representations, if any, of Seller, Broker, or Broker's affiliated licensees relative to the legal and tax consequences of this Agreement; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership of amenity package, if applicable; restrictive covenants and architectural controls, planned or proposed zoning, or any other system or condition. Buyer acknowledges that if such matters have been of concern to him, he has sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property "As Is" and Seller shall have no further responsibility or obligation concerning the Property and the Buyer(s) waive all rights they will have concerning the condition of the Property.

C. Buyer acknowledges that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake the clean-up of such substances. Buyer acknowledges that Seller and Brokers (i) have no expertise with respect to toxic wastes, hazardous substances or undesirable substances, which substances can be extremely costly to correct and remove, (ii) have made no investigations or representations with respect to such substances, and, (iii) shall have no liability to Buyer regarding the presence of said substances on the Property. Buyer releases Seller and Brokers and Broker's affiliated licensees from any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.

D. Naturally occurring radon, molds, fungi, spores, pollens and/or botanical substances, or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in a home, including radon and mold. Collectively, these are all referred to as "Substances." Buyer acknowledges and accepts that Seller does not in any way disclose (except as expressly set forth in any other documents provided to you by Seller), warrant or indemnify indoor air quality conditions (including the presence or absence of Substances) at the Property and is not responsible in any way for conditions that may exist at the Property or health problems that might develop from or be related to such conditions. Buyer agrees to indemnify and hold Seller and prior owners, harmless from any claims raised after the closing transaction relating to the presence or non-disclosure of Substances in the Property (said indemnity to include reasonable attorneys' fees). Buyer is directed to consult the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.

E. Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers (CPU's), and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, apps and applications, routers, wireless routers, wireless networks, "Wi-Fi" technology and equipment, automated or smart lighting controls, wireless or networked doorbells, keyless locks, wireless or networked thermostats, home security systems including cameras and microphones, and automated security lights are excluded unless specifically included in the contract. Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.

F. Buyer represents that it is not (and if applicable, its owners, officers, directors and employees are not) (i) included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; nor (ii) subject to sanctions imposed by the U.S. government. Buyer further represents that neither Buyer nor any person providing funds to Buyer (a) is under investigation for any illegal activity, or (b) had any fines or penalties assessed or had funds seized or forfeited under any anti-money laundering laws. Buyer will promptly notify Cartus in the event the representations in this Section are inaccurate, and cooperate with Cartus with respect to any resulting audits or investigations.

20. **Limitation of Actions.** The time in which any party to this Agreement shall have to bring an Action at Law or an Action in Equity against the other and Escrow Agent holding the Earnest Money shall be limited to one (1) year from the date this Agreement became a binding agreement.

21. **Terminology and Captions.** All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereafter" and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.

22. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

23. **Notices.** All required or printed notices, offers and counteroffers hereunder shall be in writing, signed by the party giving the notice. Notices may be delivered as follows: i) in person; ii) prepaid overnight delivery; iii) by facsimile transmission; iv) by registered or certified mail, prepaid, return receipt requested; v) by e-mail.

24. **Notice to Broker.** Notice to the broker, its employees or the affiliated licensee of the broker who represents a party in this transaction shall be deemed to be notice to such party. If the broker is practicing designated agency then only notice to the affiliated licensee representing the party in this transaction shall be notice to that party.

25. **Authorization to Disclose Information.** Seller and Buyer authorize any closing attorney, closing agent and/or escrow company to release and disclose any seller's and/or buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein to the parties to this transaction, the real estate agents and Buyer's lender(s).

SPECIAL STIPULATIONS

The following stipulations, if conflicting with any preceding paragraphs, shall control:

1. **Exhibits and Addenda.** The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

- Broker Agency Disclosure
- Additional Special Stipulations
- Cartus' Real Estate Disclosure
- Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazard
- FHA/VA Addendum
- Other _____

2. **Personal Property.** All personal property that conveys with the Property is sold “as is” and with no value.

3. **Disclosure.** Buyer agrees to execute the attached Seller’s Real Estate Disclosure, as part of this Agreement prior to closing. Buyer(s) have had or will have, prior to closing, an opportunity to perform inspections to verify other matters disclosed, if any, on the Real Estate Disclosure and to inspect any other matters concerning the Property.

4. **Special Provisions.** _____

_____.

5. **Acceptance.** The above offer is hereby accepted at ____ o'clock ____M. on the ____ day of _____, 20____. This instrument shall become a binding Agreement when written acceptance is actually received by Broker, Broker's affiliated Salesperson, or Buyer. Upon receipt, the other party, Broker or Broker's affiliated Salesperson shall be notified immediately.

IN THE EVENT THAT THE SELLER IS NOT THE OWNER AT THE TIME OF EXECUTION OF THIS CONTRACT, THE SELLERS’ OBLIGATIONS HEREUNDER ARE CONTINGENT ON THE SELLER BECOMING OWNER OF THE PROPERTY. IF THE SELLER DOES NOT BECOME OWNER, THIS AGREEMENT SHALL BECOME NULL AND VOID.

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

_____(_____)
Selling Broker

Buyer's Signature

By: _____
Broker or Broker's Associated Licensee

Print Name

Print Name

Buyer's Signature

Bus. Phone: _____

Print Name

e-mail: _____

MLS Office Code

Brokerage License Number

Selling Agent’s Real Estate License Number

Seller: Cartus Financial Corporation

_____(_____)
Listing Broker

Seller's Signature

By: _____
Broker or Broker's Associated Licensee

Print Name

Bus. Phone: _____

e-mail: _____

Brokerage License Number

MLS Office Code

Listing Agent's Real Estate License Number

Optional for Buyer: By initialing on the line below, Buyer hereby authorizes Cartus to disclose Buyer's contact information, including name, address, e-mail address, and/or telephone number to *Realogy Insurance Agency, Inc.* AKA Anywhere Insurance Agency

(Buyer initials)

(Co-Buyer initials)

Phone Number: _____ Email: _____