

**BUYER'S AGENT – READ THIS FORM!**



Transferee ID: 326392  
Authorization ID: 1098099

**Addendum to Purchase Agreement – Closing Agent Selection Agreement**

By signing this form, Buyer and Seller hereby acknowledge, understand, and agree to select as follows:

- **THE ESCROW AND CLOSING PROCESS WILL BE CONDUCTED BY:**

Stewart Title of California, Inc.  
1300 Eastman Avenue  
Suite 205  
Ventura, CA 93003  
Phone: **805.644.8211**/Fax: 805.644.8077

- **STEWART TITLE WILL UNDERWRITE THE TITLE INSURANCE POLICY(IES).**
- **A TITLE EXAM AND COMMITMENT HAVE BEEN OR WILL BE OBTAINED AND ISSUED THROUGH SIRVA SETTLEMENT, INC. OR OBTAINED BY THE ABOVE REFERENCED OFFICE. If SIRVA Settlement, Inc. is the listed office, the Buyer understands and agrees that SIRVA Settlement may assign one or more of its title issuance, escrow or closing activities to another qualified title, escrow and/or closing office which will be identified by SIRVA Settlement prior to closing.**

The closing will take place at a location mutually agreed upon by the Seller and the Buyer. Stewart Title of California, Inc. has the authority to select a location on behalf of the Seller.

**IMPORTANT NOTICE OF BUYER'S AGREEMENT**

**FEDERAL LAW AND COMPARABLE STATE LAW REQUIRE THAT NO SELLER OF PROPERTY THAT WILL BE PURCHASED WITH THE ASSISTANCE OF A FEDERALLY RELATED MORTGAGE LOAN SHALL REQUIRE DIRECTLY OR INDIRECTLY, AS A CONDITION TO SELLING THE PROPERTY, THAT TITLE INSURANCE COVERING THE PROPERTY BE PURCHASED BY THE BUYER FROM ANY PARTICULAR TITLE COMPANY.**

**BUYER FULLY UNDERSTANDS THAT BUYER IS NOT REQUIRED TO PURCHASE TITLE INSURANCE FROM THE TITLE AND/OR ESCROW AND CLOSING COMPANY PROPOSED BY SELLER AS A CONDITION OF BUYING THIS PROPERTY. OTHER COMPANIES EXIST THAT CAN PROVIDE THE SAME OR SIMILAR SERVICES. ANY PRE-POPULATED TERMS HEREIN CAN BE CHANGED BY THE PARTIES.**

**BY SIGNING THIS CLOSING AGENT SELECTION AGREEMENT, THE BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS HAD AN OPPORTUNITY TO COMPARE THE COSTS AND SERVICES OF THE TITLE AND/OR ESCROW AND CLOSING COMPANY PROPOSED BY SELLER WITH COSTS AND SERVICES OF OTHER TITLE AND/OR ESCROW AND CLOSING COMPANIES. BUYER HAS NEGOTIATED AND AGREED TO THE SELECTION OF TITLE INSURANCE, THE ESCROW AND CLOSING OFFICE AND AGREES TO THE SELECTION OF THE TITLE INSURANCE AGENT AND UNDERWRITER AND THE ESCROW AND CLOSING OFFICE CONTAINED HEREIN.**

**BUYER SHALL INFORM BUYER'S AGENT AND MORTGAGE LENDER OF THIS AGREEMENT AND PROVIDE BOTH AGENT AND LENDER A COPY OF THIS AGREEMENT.**

The parties commit to provide the lender information and any other pertinent details needed to facilitate a timely closing through **SIRVA Settlement, Inc. or its assignee, Stewart Title of California, Inc..**

Title insurance, closing and escrow charges will be paid by the parties in accordance with the normal and customary split of charges for the area, or as specified in the Purchase Agreement for the Property referenced below. Any additional title exams including those required by Buyer's lender (other than an update of the Seller's title exam prior to closing) shall be paid for by the Buyer.

**Buyer acknowledges that Buyer has been advised that SIRVA Settlement, Inc. is an affiliated entity to Seller and Buyer has received and read a Notice of Affiliated Business Arrangements disclosure.**

**In the event of any disagreements or conflicts between the terms of this Agreement and the Purchase Agreement and/or other Riders or Addenda, this Agreement shall conclusively govern.**

**CHECK HERE IF DECLINING SIRVA SETTLEMENT OR ITS ASSIGNEE**

1621 CARLSON LN  
REDONDO BEACH, CA 90278-471

SIRVA RELOCATION LLC, SELLER \_\_\_\_\_, BUYER

By: \_\_\_\_\_, BUYER

Date: \_\_\_\_\_ Date: \_\_\_\_\_



One Parkview Plaza, Oakbrook Terrace, IL 60181; 630-570-3047; SIRVA.com

This is to give you notice that the referring party has a business relationship with other settlement services.

The following Settlement Services providers all have common ownership. Because of this relationship, a referral by any one of these parties may provide that referring party a financial or other benefit.\*

SIRVA Mortgage, Inc. (Mortgage Lender)
DJK Residential, LLC (Real Estate Broker)
SIRVA Settlement, Inc. (Title Agent)

SIRVA Relocation LLC (Real Estate Broker)
SIRVA Settlement of Alabama, Inc. (Title Agent)

Each member of the SIRVA group of companies has a beneficial relationship with the other companies as they all have common ownership. Because of this relationship, your use of any of these affiliated companies may provide the particular SIRVA Company that you are initially working with a financial or other benefit. For example if you are currently working with DJK Residential and they refer you to SIRVA Mortgage, Inc., DJK may receive a benefit due to the common ownership of the companies.\*\*

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for settlement of your loan, a refinance of your loan, the purchase or sale of your property, or obtaining title insurance of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Mortgage Lending Services: SIRVA Mortgage, Inc.
Possible loan origination fees and related charges: Generally .5%-2% of your home value. Fees may include: Application Fee, Tax Service Fee, Underwriting Fee, Commitment Fee, Lender's Attorney Fee, Escrow Waiver Fee, Origination Charge and/or Discount Points (fees as applicable and where permitted by law).

Real Estate Services: DJK Residential, LLC
Real Estate Broker Commissions for home or condominium sales are always negotiable, but usually run between 4%-7% of home or condominium value and are generally paid by the Seller. Commissions for brokerage services for rental properties are generally 10%-12% of the first year's rent and are paid by the Lessee.

Real Estate Services: SIRVA Relocation LLC
Provides real estate referral services to licensed real estate brokers and agents through its real estate services, property management services and corporate housing divisions.

Title Agency/Closing Services: SIRVA Settlement, Inc.; SIRVA Settlement, Inc. of Alabama
Possible title-related fees: Generally 1% of home value. Fees may include: Title Search Fee, Title Review Fee, Attorney's Fees, Commitment Fee, Escrow Fee, and Closing Service Fee.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that a SIRVA Company may be referring me/us to purchase one or more of the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_ (Date)
\_\_\_\_\_ (Date)

\*SIRVA also has other affiliated companies, including Allied Van Lines® and northAmerican® Van Lines, that are not directly involved in the mortgage, real estate brokerage or Title Agency/Closing Services.

\*\* Not all of the affiliates and their services may be applicable to you depending on the State in which your home is located and, if applicable, your company's relocation policy or whether the buyer or seller in a home sale transaction selects the title Agent.



## INDOOR AIR QUALITY DISCLAIMER

### GENERAL BACKGROUND ON INDOOR AIR QUALITY

In the last several years, a growing body of scientific evidence has indicated that the air within homes and other buildings can be more seriously polluted than the outdoor air in even the largest and most industrialized cities. Other research indicates that people spend approximately 90 percent of their time indoors. Thus, for many people, the risks to health may be greater due to exposure to air pollution indoors than outdoors.

In addition, people who may be exposed to indoor air pollutants for the longest periods of time are often those most susceptible to the effects of indoor air pollution. Such groups include the young, the elderly, and the chronically ill, especially those suffering from respiratory or cardiovascular disease.

While pollutant levels from individual sources may not pose a significant health risk by themselves, most homes have more than one source that contributes to indoor air pollution. There can be a serious risk from the cumulative effects of these sources. Fortunately, there are steps that most people can take both to reduce the risk from existing sources and to prevent new problems from occurring.

The U.S. Environmental Protection Agency (EPA) and the U.S. Consumer Product Safety Commission (CPSC) produce a popular and comprehensive publication on the subject of Indoor Air Quality entitled *The Inside Story: A Guide to Indoor Air Quality*. It describes sources of air pollution in the home and office, corrective strategies, and specific measures for reducing pollutant levels. This illustrated booklet covers all major sources of pollution such as biological contaminants (including bacteria, molds, mildew, viruses, animal dander and cat saliva, house dust mites, cockroaches, and pollen), radon, household chemicals, carbon monoxide, formaldehyde, pesticides, asbestos, and lead.

SIRVA Relocation advises homebuyers and homeowners to research Indoor Air Quality issues through resources available at the federal, state and/or local government levels. The EPA website at [www.epa.gov](http://www.epa.gov) is an informative resource for information on Indoor Air Quality. For individuals without access to the Internet, federal agencies with Indoor Air Quality information include the EPA's Indoor Air Quality Information Clearinghouse (IAQ INFO) at P.O. Box 37133, Washington, DC, 20013-7133; (800) 438-4318; (703) 356-4020. Single copies of *The Inside Story: A Guide to Indoor Air Quality* are available from EPA's IAQ Information Clearinghouse or by visiting the EPA website at [www.epa.gov/iaq/pubs/](http://www.epa.gov/iaq/pubs/) (the website is recommended for the most up-to-date scientific and technical information).

Questions or concerns about Indoor Air Quality issues can also be answered by a variety of state or local government agencies. Calling or writing the agencies responsible for health or air quality control is the best way to start getting information from a state or local government agency. To obtain state agency contacts, individuals can write, call or visit EPA's IAQ Information Clearinghouse.

### NO INDOOR AIR QUALITY SERVICES PERFORMED

Unless otherwise noted, no services have been performed at the Property referenced below to determine Indoor Air Quality levels or to assess potential health effects from the possible presence of indoor air pollutants. Where certain Indoor Air Quality services have been performed at the Property (for example, radon testing), such services are exclusively limited to the indoor air pollutant identified and tested. Otherwise, Indoor Air Quality issues have not been addressed in a comprehensive manner, and where they have been addressed, it has been done for general informational purposes only.

Homeowners and homebuyers are advised that services customarily rendered in connection with real estate transactions (for example, General Home Inspection and/or Property Condition Assessment services; Appraisals; Broker Opinions or Market Analyses; Mortgage Lending and Title Services; Corporate Relocation facilitation services; REALTOR® services; etc.) do not encompass comprehensive testing, analysis or evaluation of Indoor Air Quality, or specific recommendations related to Indoor Air Quality.

Homeowners or homebuyers that desire comprehensive Indoor Air Quality testing or investigative services are advised to consult with contractors or professionals of their choice to ascertain the condition of the property and/or to remediate Indoor Air Quality concerns. The EPA advises the general public to check the references of outside contractors or professionals and to make certain they follow recommendations published by the EPA, the guidelines of the American Conference of Government Industrial Hygienists (ACGIH), and/or guidelines from other professional organizations.

**Buyer's Initials:** \_\_\_\_\_

CONFIDENTIAL: CANNOT BE USED NOR DISSEMINATED WITHOUT WRITTEN CONSENT OF SIRVA RELOCATION LLC. This document was transmitted by and from SIRVA Relocation LLC electronically. It may not be altered or revised in any manner without the express written consent of SIRVA Relocation LLC. Any alterations, additions, deletions or other modifications to the original document shall be void and of no force or effect without the written consent of SIRVA Relocation LLC.

## Privacy Policy

**SIRVA respects your privacy. This Privacy Policy is intended to inform you of how we protect your information.**

### One Policy

SIRVA has one global Privacy Policy for consumers applying to the entire SIRVA family of companies ("SIRVA"). SIRVA is committed to complying with all local and worldwide privacy laws.

### Information Covered by this Policy

Our Policy covers all non-public, personal information received by us that may be used to identify you ("Personal Information").

### How We Obtain Personal Information

We rely on many sources of information to understand and meet your needs. We may receive personal information about you from:

- You directly, when you complete an application or when you visit us in person, over the phone, through the mail or through our websites;
- Your transactions with any of the companies in the SIRVA family;
- Consumer reporting agencies;
- Mortgage, Title, appraisal or other companies connected with a financial product or service involved in the sale or purchase of your home;
- Your employer;
- Anyone who you have authorized to provide information; and
- Other sources, in connection with providing you a financial product or service.

Although we do not receive personally identifiable information from your browser, we monitor certain types of information about visitors to our website—namely, the type of browser used, their country, whether they were referred to us by a search engine, which of our pages they visit, and how those pages perform on their computer. This helps SIRVA make decisions on how to better design, streamline, and improve performance on our websites. If you do not want this information monitored, you may turn off JavaScript. Please be advised, however, that the websites may not provide full functionality if those settings are turned off.

We also use "cookie" technology to improve your experience on our site. For details on our cookie policy, please see our website.

We do not knowingly collect Personal Information from children and will destroy such information if it is disclosed to us without proper parental consent.

### Information Sharing within the SIRVA Family of Companies

To provide you with the full range of financial, relocation, and moving services you may need, SIRVA takes an integrated approach to the services we provide. In order to be able to provide a full range of services for your needs and make recommendations about a variety of the services offered by SIRVA, we may share Personal Information among the SIRVA family of companies.

### Information Sharing with non-SIRVA Family Companies

Depending on the type of services you are to receive, SIRVA may work with and provide your information to companies or persons outside of the SIRVA family to provide those services to you. For example, SIRVA may share personal information to:

- service and support our operations generally and to support your account and services that we provide to you, including proposed or actual financing, securitization, secondary market sale, or similar transactions.
- process or administer a transaction or product in connection with a product or transaction that you have requested;
- data storage and processing;
- those you have authorized us to disclose the information;
- other suppliers with whom we have agreements to offer services to you through or with SIRVA;
- other suppliers with which we jointly market or provide products or services.

We may also share your Personal Information with these other organizations outside of the SIRVA family when required by law. For example, we may share personal information to:

- protect against fraud;
- respond to a subpoena or summons; or
- respond to law enforcement or regulatory authorities

We will not disclose your Personal Information to anyone outside of SIRVA unless you have authorized us to do so or as otherwise indicated in this Policy or as required by law.

We maintain agreements with our external suppliers limiting the use of your Personal Information only for the purposes you have intended in providing the information. These suppliers are bound to uphold our standards and procedures regarding privacy under the terms of our agreements with them.

### Access & Choice

SIRVA provides you with a reasonable opportunity to access your own Personal Information, to correct that information if inaccurate, or to have it deleted as appropriate--subject to the exceptions stated below. Reasonable access means, for example, that requests for access are made during normal business hours; that you provide requested identification; and that requests are not excessive in number. If, at any time, SIRVA denies you access to any Personal Information, we will provide you with reasons for denying access and information about how you may make further inquiries. For instance, SIRVA reserves the right to deny access to information related to investigations or potential or actual litigation where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy, or where the rights of other individuals would be violated. In order to update your information, please send your request by electronic mail to [privacy.administrator@sirva.com](mailto:privacy.administrator@sirva.com), by facsimile to the number (216) 606-7654, or by telephone to the number (216) 606-7912.

You have the right to opt out of any use of your Personal Information at any time. If you opt out of this policy it may affect your receipt of services.

## **Data Integrity & Security**

SIRVA will make every reasonable effort to keep Personal Information accurate while we are using that information to serve you. SIRVA appreciates your cooperation in maintaining complete and up-to-date Personal Information and will facilitate your efforts in this regard. SIRVA retains Personal Information for as long as we have determined it is needed for the purposes for which it was received or as required by contractual, record keeping or other legal requirements.

We limit access to personal information about you to those employees who need to know that information to provide products and services to you. We do not sell your personal information.

We maintain physical, electronic, and procedural safeguards to protect your Personal Information. We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

You should always safeguard your own Personal Information by protecting passwords used to access a SIRVA system and by safely disposing of records and reports no longer needed.

SIRVA will notify and work with regulatory and/or law enforcement officials as required by law to address any issues or security breaches where they arise.

## **Enforcement**

### **A. Verification**

Employee training and internal procedures are in place to allow SIRVA to ensure compliance with its Privacy Policy. SIRVA provides for regular internal compliance reviews of its privacy practices, and a SIRVA has a Privacy Office that is responsible for privacy implementation and compliance. For assistance with privacy concerns, you may send comments by electronic mail to [privacy.administrator@sirva.com](mailto:privacy.administrator@sirva.com), by facsimile to the number (216) 606-7654, or by telephone at (216) 606-7912.

### **B. Dispute Resolution**

SIRVA recognizes the importance of providing you the opportunity to address and resolve complaints about the processing of your Personal Information. Therefore, in addition to any legal remedies that may be available, if you make a complaint with us about the processing of your Personal Information and it is not resolved to your satisfaction internally at SIRVA, you may also file a complaint with the American Arbitration Association ("AAA") at the AAA website, located here, or seek its independent alternative dispute resolution services. The American Arbitration Association ("AAA") is also located at the following address:

225 North Michigan Avenue, Suite 2527  
Chicago, Illinois 60601-7601 USA

The AAA can be reached by telephone at (312) 616-6560 or by facsimile at (312) 819-0404.