

SELLER ADDENDUM
to
RESIDENTIAL PURCHASE AGREEMENT

Property: _____

THIS ADDENDUM is hereby made a part of and incorporated into that certain California Residential Purchase Agreement and Joint Escrow Instructions (“**Agreement**”) between _____ (“**Buyer**”) and _____ (“**Seller**”) for the Property. In the event any provision of this Addendum conflicts in whole or in part with the terms contained in the main body of the Agreement, the provisions of this Addendum shall control and the conflicting terms in the Agreement are hereby considered deleted and expressly waived by Buyer. All terms capitalized but not defined herein shall have the meaning ascribed to such terms in the Agreement.

1. Tax prorrations and assessments shall be based on the most recent ascertainable tax bill for the Property. Notwithstanding anything to the contrary in the Agreement, Buyer and Seller agree that no further adjustments will be made after close of escrow.
2. Buyer hereby acknowledges: (a) that neither Seller, nor Seller’s broker, or their respective agents or representatives have made any warranties or representations, either expressed or implied, regarding the condition of the Property or of any component thereof; and (b) that Seller has never physically occupied the Property and has limited, if any, first-hand knowledge about the Property and the condition thereof. No representation or warranty made by Seller, Seller’s broker, or their respective agents or representatives herein shall survive the closing.
3. Buyer acknowledges that Buyer has the opportunity to inspect the Property and to obtain inspection reports of qualified experts to determine the existence of defects, if any. Seller encourages Buyer to obtain any surveys, inspections or reports Buyer deems necessary or desirable to satisfy Buyer as to any matter relating to the Property and, notwithstanding anything to the contrary contained in the Agreement, Buyer will rely solely upon same and not upon any written or oral information, reports, statements, MLS printouts, documents or records concerning the Property provided by or on behalf of Seller, Seller’s broker or agents, employees or third parties representing or purporting to represent Seller, with respect thereto. Buyer understands and acknowledges that Buyer is purchasing the Property "As-Is", “WHERE IS”, with all faults and conditions thereon. Notwithstanding anything to the contrary herein, the closing of the sale of the Property shall constitute Buyer’s acceptance of the condition of the Property, and upon closing, Buyer shall be deemed to waive, release and forever discharge Seller, Seller’s affiliates and brokers, and their respective agents and representatives from and against any and all claims, loss, damage and liability of any kind or nature, known or unknown, by reason of or arising out of the Property.
4. Notwithstanding anything to the contrary herein, if Seller is in default under the Agreement and provided Buyer is not in default hereunder, then, as Buyer’s sole and exclusive remedy hereunder, Buyer may (a) terminate the Agreement and the earnest money shall be returned to Buyer, in which event the Agreement

shall be null and void, and neither party shall have any rights or obligations under the Agreement except those which expressly survive termination, or (b) upon notice to Seller within ten (10) days after Buyer becomes aware of Seller's default, Buyer may seek specific performance of the Agreement, but not damages. Notwithstanding anything to the contrary herein, if Buyer is in default under the Agreement and provided Seller is not in default hereunder, then, as Seller's sole and exclusive remedy hereunder, Seller may (a) terminate the Agreement and receive the earnest money as liquidated damages hereunder, or (b) upon notice to Buyer within ten (10) days after Seller becomes aware Buyer's default, Seller may seek specific performance of the Agreement, but not damages.

5. Each of the parties hereto may assign its rights (but not its obligations) under the Agreement to a qualified intermediary as defined in (and as part of a tax-deferred like-kind exchange under) Internal Revenue Code Section 1031 and the Treasury Regulations thereunder. Said exchange will be closed without cost, liability or delay to the non-exchanging party.
6. Notwithstanding anything contained in the Agreement to the contrary, Seller does not agree to participate in any arbitration, mediation or other such process in the event of any dispute arising from or relating to the Agreement or the Property.
7. If any deadline falls on a Saturday, Sunday or federal holiday, such deadline shall be extended to the next day that is not a Saturday, Sunday or Federal holiday.
8. Notwithstanding anything to the contrary contained in the Agreement, the title commitment and title policy shall be issued by Stewart Title Guaranty Company or an agent thereof. Escrow Holder shall also be Stewart Title. The closing shall occur at such office as selected by Buyer from the options listed on the attached Schedule A.
9. Notwithstanding anything to the contrary contained in the Agreement, in all events **Buyer must provide Seller with confirmation of Close of Escrow at least three (3) business days prior** to the scheduled Close of Escrow date.

By signing this Addendum, Buyer and Seller each acknowledge that they have read and understand all provisions of the Addendum and have entered into this Addendum voluntarily.

Buyer Acceptance:

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Seller Acceptance:

By: _____

Date: _____

SCHEDULE A
Escrow Office Locations

Buyers should select an escrow office location from the list below and return with the executed contract. If an office is not selected, Seller will select the office located closest to the Property.

Sacramento Area

Stewart Title of Sacramento
3461 Fair Oaks Blvd.
Suite 150
Sacramento, CA 95864
(916) 484-6500

Los Angeles Area

Stewart Title of California, Inc.
11870 Pierce Street
Suite 100
Riverside, CA 92505
(951) 276-2700

Stewart Title of California, Inc.
41391 Kalmia Street
Suite 110
Murrieta, CA 92562
(951) 696-2179

Modesto Area

Stewart Title of California, Inc.
809 Sylvan Avenue
Suite 101
Modesto, CA 95350
(209) 529-8550

San Diego Area

Stewart Title of California, Inc.
7676 Hazard Center Drive
Suite 1400
San Diego, CA 92108
(619) 692-1600