



## Relocation Addendum to Purchase Agreement

***This Addendum must be attached to and expressly become a part of the hereinafter-referenced Purchase Agreement.***

This Addendum is a contract between Relocation Today, Inc. as Seller and

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For the purchase of the real property including land, buildings and improvements located at 32831 Alderbrook Road, Wildomar, CA 92595:

**Mortgage Loan Financing:** If Buyer is obtaining a new loan, Buyer shall provide to Seller with the Purchase Agreement a letter from a qualified lender stating that Buyer is approved to obtain the loan described in the Purchase Agreement. If Buyer currently owns a home the lender's letter must state that Buyer is qualified to purchase without selling their home. Should the lender's commitment be conditioned on any repairs, the Seller reserves the right to cancel this agreement and return all earnest money deposits to the Buyer with no further obligation by the Seller. It is expressly agreed and understood that neither party will be required to complete this transaction should the FHA Conditional Commitment, Certificate of Reasonable Value or Lenders Appraisal vary from the agreed sales price. Buyer assumes all risk of any changes in the interest rate and mortgage discount points and agrees to close this transaction regardless of any such changes.

**Inspections by Buyer:** Within 10 days or less of acceptance of the Purchase Agreement by Seller and Buyer, Buyer shall at Buyer's expense have the right to inspect the property or have the property inspected on their behalf and report any defects to Seller or Seller's agent. Buyers shall keep the property free and clear of any liens, indemnify and hold Seller harmless from all liability, claims, demands, damages or costs, and repair all damages to the property arising from the inspection and/or tests. If the inspections disclose conditions or information unsatisfactory to the Buyers the Seller shall have the option of one of the following:

- a. Make the items operational or functional at Seller's own expense.
- b. Provide a credit to the Buyer in an amount agreed to by the Buyer and Seller (subject to approval by the Buyer's lender)
- c. Cancel the agreement by providing to the Buyer a Cancellation of Purchase Agreement and refunding the Buyer's earnest money. Buyer may still consummate the purchase of the property in "as is" condition.

Seller shall not be responsible for the quality of any repairs and Buyer agrees to look solely to the person or company performing the repairs. Buyer's failure to notify seller in writing within the time specified for buyer's inspections referred to in this paragraph shall conclusively be considered approval of the property and its condition.

**Buyer / Seller Acknowledgement:** Buyer understands that seller is a third party relocation management company and has never lived on or in the Property and that the Property, including the contents, are not new and Buyer agrees to accept the Property in its present condition "as is". Buyer hereby fully releases Seller, its employees and its agents as well as the previous owners of the property from any warranties and representations, from any liabilities claims, expenses and damages (including risk or personal injury), whatsoever, concerning the condition of the property, including fixtures and any appliances and personal items included in the sale. Neither the Seller nor any of its agents make any representations or warranties



concerning the Property including but not limited to, the size of the buildings and improvements, the condition of the property, the presence or absence of toxic or hazardous substances, or the presence or absence of any encroachments, easements, or other interests not of record.

**Mold and Indoor Air Quality:** Naturally occurring radon gas, molds, fungi, spores, pollens and/or botanical substances, or other allergens (dust, pet dander, insect waste material, etc) may be found in a home. Also, building materials used in homes such as asbestos, urea-formaldehyde foam insulation and drywall manufactured in China (“Chinese Drywall”) have been linked to health problems and property damage. Seller does not warrant or indemnify indoor air quality conditions or indemnify health problems or property damage problems that may occur from indoor air quality subsequent to closing. Buyer agrees to indemnify and hold Seller, its officers, employees and agents harmless from any and all claims, liabilities and expenses (including attorney’s fees) relating to the presence or non-disclosure of any of radon gas, mold, fungi, asbestos or any other toxic, hazardous or environmentally dangerous substance in or about the property. Buyers are encouraged to consult the U.S. Environmental Protection Agency website at [www.EPA.gov](http://www.EPA.gov) or the state equivalent health/environment agency if any for information regarding indoor air quality.

**Disclosures / Tests / Inspections:** Buyer acknowledges receipt of the following disclosures, tests and / or inspections if available and Buyer further acknowledges that have reviewed and investigated the matters contained therein. These documents are being given to the buyer for informational purposes only. The inspection reports are prepared for the Seller and are not intended as a substitute for inspections of the property by inspectors of the Buyer’s choice. Seller makes no representations or warranties whatsoever regarding the accuracy or the conclusiveness of the information contained in the tests, inspections and disclosures.

Disclosure / Test	Document Dated	Number of Pages	Buyer’s Initials	Not Available
Relocation Today Homeowner Property Disclosure *Filled out by previous owner/transferee				
Seller Disclosure Form (local/state) *Filled out by previous owner/transferee				
Seller Disclosure Form (local/state) *Stamped/Signed by Relocation Today				
General Home Inspection or Home Assessment				
Termite / Pest				
Well				
Septic				
Mold/Mold Swab				
Radon				
Pool/Spa Inspection				
Sprinkler				
Lead Paint				
Other:				

**Taxes:** Property tax proration shall be based on the most recent property tax bill or upon the tax assessor's latest valuation and the current tax assessment rate as determined by the party handling the closing. There will be no re-prorations or readjustments of taxes based on actual statements after the date of closing.

**Final Walk-Through by Buyer:** In order for the Buyer to verify that the property is in the same physical condition, ordinary wear and tear expected, as at the signing of this agreement, Buyers have the right to make a visual inspection no later than 48 hours prior to scheduled closing, unless approved by Seller.

**Insurance:** The existing insurance policies will be canceled at the time of the final settlement / closing and Buyer will obtain insurance coverage.

**Closing / Title Insurance:** In the event a title report reflects title defects, Seller shall have the option to correct the item or terminate the transaction at Seller's discretion. Seller shall have no obligation to bring any action or proceeding or otherwise incur any expense whatsoever to render title marketable or insurable. In the event the defect is one which will require in excess of thirty (30) days to correct, Seller will notify buyer and Buyer may terminate the Purchase Agreement, receive a refund of the earnest money deposit and release the Seller from further obligation under the Purchase Agreement. Seller will not provide title insurance to Buyer at Seller's expense unless the Property is in a jurisdiction where it is customary for a seller of residential property to do so and in that event, Seller reserves the right to select the title insurer/agent. Buyer acknowledges that title to the property may be conveyed by someone other than Seller. Buyers agree that the closing process shall be handled by the Seller's closing agent.

**Dispute Resolution:** Notwithstanding anything contained the Purchase Agreement to the contrary, Seller expressly rejects all mediation, arbitration and other alternative dispute resolution procedures. Any provisions in the Purchase Agreement requiring such procedures are void and of no effect.

**Utilities:** Seller's responsibility for utilities end at closing. Buyer is responsible for transferring all utilities to their name in a timely fashion to avoid disconnection and reconnection fees.

**Final:** The provisions of this addendum and the Purchase Agreement shall survive the closing of the transaction and delivery and conveyance of title. The Addendum and the Purchase Agreement are not effective until both are fully executed by both Seller and Buyer. In the event of any conflict between the provisions of the Purchase Agreement and this Addendum, the provisions of this Addendum shall prevail.

**Relocation Today, Inc. by:**

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Date

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Buyer Date

\_\_\_\_\_  
Buyer Date