

ADDENDUM TO PURCHASE AGREEMENT

ADDENDUM to AGREEMENT (the "Agreement") between Tenet Relocation Services (TRS), for its own account or as nominee, and _____ ("Buyer"), dated _____ regarding the real property located at _____ (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 both Buyer and TRS.** TRS at its option may deliver title either by deed directly from said record owner or by deed executed by TRS. Buyer shall look solely to TRS for the performance of its obligations pursuant to this contract.

1. **REAL ESTATE TAXES:** Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final and there shall be no post-closing adjustment or re-prorations based on new information or otherwise.
2. **REAL ESTATE COMMISSION:** Any broker's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Agreement. The rate of commission is as agreed in the listing agreement with broker and shall be paid by the closing agent as directed by TRS.
3. **CHOICE OF AGENTS:** If all or any part of the closing services or insurance premiums are to be paid by Seller or TRS, then TRS shall have the right to select or designate escrow, title, abstract, title insurers and or other agents providing closing services .
4. **CONDITION OF THE PROPERTY:** The house, systems, fixtures, appliances, and personal property, if any, being sold with the Property (the "Contents") are not new. The Property and Contents are to be delivered at the time of delivery of the deed "AS IS" AND "WITH ALL FAULTS."
5. **INFORMATION CONCERNING THE PROPERTY; DISCLAIMER OF WARRANTIES:** Buyer understands and acknowledges that TRS has not occupied the Property nor conducted any detailed investigations or inspections of the Property sufficient to make any warranties or representations to Buyer. Buyer also acknowledges that TRS, through its agents, has provided Buyer with (1) a copy of "Homeowner Disclosure Statement", which is a statement of the previous resident owner's opinions concerning the condition of the Property, and (2) copies of any Property condition inspection reports ordered and received by TRS. Buyer understands that (1) TRS expressly makes no warranties or representations concerning the above documents, but has provided such documents to Buyer for informational purposes only and TRS makes no agreement to undertake or perform any action recommended in any of the reports; (2) the Homeowner Disclosure Statement is a statement of the previous resident owner's opinion concerning the condition of the Property; and (3) TRS has not independently verified any of the statements in such document and therefore makes no warranties or representations with respect to such document, and does not intend such document to be used as a substitute for a thorough inspection of the Property by the Buyer. Buyer understands and agrees that Buyer has not been influenced to enter into the Agreement by, nor has TRS or any of its agents made, any warranties or any representations concerning the Property or the Contents, express or implied, except as noted below:
6. **INSPECTION:**
 - a. **Right to Inspect; No Reliance on TRS's Inspections.** Buyer has the right to inspect the Property or to have inspections of the Property made by qualified inspectors or other agents designated by Buyer, at Buyer's expense. Buyer must have any inspection(s) completed within ten (10) days of the date of this Addendum (the "Inspection Period"). Buyer agrees not to rely upon the Resident Owner's "Homeowner Disclosure Statement", or any other Property condition inspection reports provided by TRS as a substitute for a thorough inspection of the Property by Buyer.
 - b. **Limitation of Remedies.** If Buyer or Buyer's agent discovers any substantial/material defect in the condition of the Property and its Contents, Buyer shall promptly notify TRS in writing and identify such defect in reasonable detail on or before the expiration of the Inspection Period. Defects shall not include items of personal preference, items cosmetic in nature, or maintenance. TRS shall have twenty (20) days from the receipt of such notice (the "Correction Period") (i) to correct such defect, or (ii) to cancel the Agreement by written notice of cancellation to Buyer. If such defect is not cured during the Correction Period, Buyer may cancel the Agreement by giving written notice of cancellation to TRS. In the event of cancellation of the Agreement by either party, all payments made under the Agreement by Buyer shall be refunded and all other obligations of the parties hereunder shall be null and void without recourse by either party against the other.
 - c. **Waiver of Inspection Right.** If Buyer does not notify TRS during the Inspection Period of any defect in the condition of the Property and the Contents, Buyer shall be deemed to have waived the rights and

remedies provided above and to have accepted the condition of the Property and the Contents "as is and with all faults" subject to Paragraphs 4 and 5 hereof, without any other implied or express representations or warranties of any nature by TRS.

d. **Pre-closing Inspection.** Notwithstanding the foregoing, Buyer shall also have the right to a pre-closing inspection to determine that the Property and the Contents are in materially the same condition as they were on the date of this Addendum and are in conformance with any other warranties set forth in Paragraph 5 above. The pre-closing inspection must be completed, and TRS notified of any defects that do not comply with Paragraph 4, no later than forty-eight (48) hours before the scheduled closing of the Agreement, so that TRS can have an opportunity to inspect and cure, if necessary, any such defects reported. This right to a pre-closing inspection does not give rise to, nor is it a substitute for, the inspection rights and remedies provided during the Inspection Period described above.

7. **SURVIVAL/CLOSING AS WAIVER.** The terms of this Addendum shall survive the closing and delivery of the deed. The acceptance of a deed by Buyer shall be conclusively deemed to be both (1) full performance and discharge of every agreement and obligation of Seller and TRS contained in the Agreement and this Addendum, except any express warranties set forth in Paragraph 5 above and such others as are by the express terms of this Addendum or the Agreement to be performed after the delivery of such deed and (2) a waiver by Buyer of any unfulfilled condition or pre-closing default by Seller or TRS.

8. **LIMITATION OF LIABILITY.** Buyer agrees that in no event shall TRS be liable to Buyer for any consequential or punitive damages and to the full extent permitted by applicable law Buyer waives any such claims.

BY: _____
Tenet Relocation Services

Buyer: _____

Buyer: _____

Date: _____

Date: _____