



**ADDENDUM No. 1**  
(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other \_\_\_\_\_, dated \_\_\_\_\_, on property known as 615 Decatur St

Bakersfield, CA 93308 ("Property/Premises"), in which \_\_\_\_\_ is referred to as ("Buyer/Tenant") and Varo-Real Investments, Inc is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

**Buyer is highly encouraged to have a professional home inspection and any other inspections DURING escrow. Any repairs or improvements made to be completed by the close of escrow. Seller will not make any repairs AFTER the close of escrow. Purchaser acknowledges that the closing of this transaction shall be deemed purchaser's reaffirmation that purchaser is satisfied with the condition of the property for all purposes and satisfied with all the repairs and improvements to the property, if any, and waives any and all claims related to such condition of the property and/or to the quality of the repairs or improvements to the property. Buyer agrees as follows: limitation of Seller's liability and buyer understands and acknowledges that seller has acquired the property through Foreclosure, Deed-In-Lieu of Foreclosure or similar process, Seller has never occupied the property, and seller has little or no direct knowledge about the condition of the Property. Buyer agrees that buyer is buying the property "AS IS" Notwithstanding any provisions to the contrary in the agreement, seller's liability and buyer's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the sale of the Property to the lesser of buyer's actual damages or \$3,000.00. Buyer agrees that seller shall not be liable to buyer under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal equitable principle, theory or cause of action arising out of or related in any way to any claim, including, but not limited to, the aforementioned claims. Buyer hereby agrees not to pursue any claims, losses, or damages, against seller, or seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, buyer, for himself/herself, and for all buyer's invitees, agents, heirs, executors, devisees, and assigns hereby forever waives and fully releases seller, and seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, causes of**

**action, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or on equity arising from, in connection with, or in way relating to any known or unknown conditions of the Property, including but not limited to, the existence of the pests, mold, and/or any other environmental hazards or conditions on the Property (Claims)". Seller is a licensed real estate broker.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord  Diego D. Espinoza-Martinez Date 3/7/2025 | 16:51 PST  
*Signed by:*  
Varo-Real Investments, Inc

Seller/Landlord  \_\_\_\_\_ Date \_\_\_\_\_

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**ADDENDUM (ADM PAGE 1 OF 1)**



*Varo - Real  
Investments, Inc.*

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### **Explanation to Mandatory Addendum #1**

We understand Addendum #1 can present itself in a manner other than it was intended to be. Local in our approach, we have purchased and sold homes across the entire state of California. We think that transparency is paramount especially when it matters most. We approach the business of buying single family homes, remodeling and selling from a position of accessibility and frankness.

In order to properly handle a transaction we want the buyer of one of our homes to know as much or more as we do about the home we are selling. Naturally we want to sell our homes but more important than simply selling a home we want to make sure that the buyer is content when the purchase is complete.

Professional Inspectors are there to lift that burden from beginning to end during the home buying process for both buyers and sellers. They bring expertise in evaluating, documenting, and recommending during the home buying process and that is why we encourage buyers to do any and all professional inspections during the inspection period.

Addendum #1 has a sharp focus on risk removal from the selling corporation. One of the key issues with the business we are in is that as sellers we sometimes own homes for a very short period of time and it is impossible to know all details about a home that may have been built many years ago and may have had many owners prior. Another is that never do we occupy the home so the information we may know is limited to what we see on professional home inspections.

Thank you for your interest in our property, we look forward to working with you !

Signed by:

*Diego D. Espinoza-Martinez*

3/7/2025 16:51 PST