



**BUYER AND OFFER INFORMATION**

**ATTACH A COPY OF THE WRITTEN AND EXECUTED PURCHASE AGREEMENT WITH ALL ADDENDA**

**PROPERTY INFORMATION:**

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

Customer: \_\_\_\_\_ File Number: \_\_\_\_\_ List Price: \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

Listing Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Company: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Selling Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Company: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**BUYER INFORMATION:**

Buyer: \_\_\_\_\_ Employer: \_\_\_\_\_ Number Of Years: \_\_\_\_\_

Co- Buyer: \_\_\_\_\_ Employer: \_\_\_\_\_ Number Of Years: \_\_\_\_\_

Reason For Move: \_\_\_\_\_

Source of Down Payment: \_\_\_\_\_ (Savings, Investments, 401K, Gift, Equity)

Previous Home Sold? \_\_\_\_\_ When? \_\_\_\_\_ Closed? \_\_\_\_\_  
(With an offer contingent upon the closing of buyer's current home, provide a copy of agreement with secondary buyer and evidence of their loan approval)

**MORTGAGE INFORMATION:**

Mortgage Lender Name: \_\_\_\_\_ Lender Contact & Phone: \_\_\_\_\_  
(Attach Pre-Qualification/Pre-Approval Letter)

**OFFER DETAILS:**

Offer Price: \$ \_\_\_\_\_ Offer Date: \_\_\_\_\_ Closing Date: \_\_\_\_\_ Loan Type: \_\_\_\_\_

Deposit: \$ \_\_\_\_\_ Down Payment: \$ \_\_\_\_\_ Loan \$ \_\_\_\_\_ Interest \_\_\_\_\_ %

Total Commission: \_\_\_\_\_ % Commission Split: \_\_\_\_\_ % / \_\_\_\_\_ %

**SELLER CONTRIBUTIONS: (Points, Closing Costs, Home Warranties, Allowances):**

Other Information for Consideration:



\*\*\*This Page is for Information Purposes Only\*\*\*

# **Rider To Purchase** **Agreement**

**Please make sure all of the following have been completed on the Rider to Purchase before submitting the offer package to BGRS.**

- Buyer (s) initial the bottom of each page where indicated
- Page 1 – Buyer(s) full name to be entered into the 1<sup>st</sup> paragraph
- Page 5 – Section 9 – Closing date to be added where indicated
- Page 8 – Listing Broker/Agent & Selling Broker/Agent to sign where indicated
- Page 9 – Buyer(s) sign where indicated

**COMPLETE, SIGN AND RETURN WITH PURCHASE AGREEMENT:**

BGRS Relocation Inc.  
 Sage Gilmore  
 16260 N 71st St, Suite 200  
 Scottsdale, AZ 85254

**RIDER TO PURCHASE AGREEMENT**

This Rider to Purchase Agreement ("Rider") is attached to and incorporated in the Purchase Agreement ("Agreement") between BGRS Relocation Inc., as "Seller" and \_\_\_\_\_ ("Buyer") with respect to the land, buildings, improvements and contents (e.g., fixtures, appliances, etc.) located at: 24666 Leafwood Dr, Murrieta, CA 92562-4160 (the "Property"). In the event of any conflict between the provisions of this Rider and the Agreement, this Rider shall control.



1. **Seller's Authority:** No agreement for the sale of the Property shall be deemed effective unless executed in writing by Seller's authorized employee. Any offer or counter-offer executed by a real estate broker or agent on behalf of Seller will not be binding unless ratified in writing by Seller.
2. **Condition of Premises:** Buyer understands that Seller is a relocation management company, has never lived in or on the Property and that Seller's knowledge of the Property is based solely on the tests, inspections, condition reports and prior occupying owner's seller disclosure statement(s) provided to Buyer. **The Property being sold and purchased is not new and is sold "as is" in its present condition with all faults (if any) subject to Section 4, below.** Buyer acknowledges that Buyer is not relying on any representations, statements, guarantees or warranties concerning the Property made by anyone, including, but not limited to: warranties of habitability, merchantability or fitness for a particular use; insurability; representations regarding the size of the buildings and improvements, lot size or boundaries; the presence or absence of toxic or hazardous substances; the presence or absence of any encroachments or unrecorded easements; special assessments of record, or the condition of the Property or any of its mechanical components including but not limited to the security system, electrical, plumbing, sprinkler system, heating, air conditioning system, and/or any appliances or other personal property (to include garage door openers/transmitters) being conveyed pursuant to the Agreement.
3. **Tests, Inspections and Disclosure Statements:** Seller has obtained the following test results or inspection reports:

<u>Type of Test/Inspection</u>	<u>Inspection Company Name</u>
Wood Destroying Insect Inspection	Fidelity Inspection & Consulting Services
Radon Safeguard Program - Elite	Fidelity Inspection & Consulting Services
Energy Booklet	The California Energy Commission
Earthquake Booklet	The California Seismic Safety Commission
Environmental Booklet	California Environmental Protection Agency
NHD Report	SNAPNHD

Buyer initials:




**Disclosure Statements**

Homeowner’s Disclosure Statement	<u>3/16/2023</u>
State of <u>California</u> Seller Disclosure Form by former owner	<u>3/23/2023</u>
State of <u>California</u> Seller Disclosure Form by Seller	<u>3/30/2023</u>
HOA/CCR Documents	<u>N/A</u>
Natural Hazards Disclosure Statement (California only)	<u>3/30/2023</u>
Lead Based Paint Disclosure*	<u>3/16/2023</u>

\*Agent has informed the Seller of the Seller’s obligations under 42 U.S.C. 4852(d) (The Lead-Based Paint Hazard Reduction Act) and is aware of his/her responsibility to ensure compliance including providing the Buyer with a copy of the EPA pamphlet *Protect Your Family From Lead in Your Home*.

Buyer shall acknowledge receipt of test results, inspection reports, homeowners’ disclosure statements, etc., (collectively, the “Disclosure Documents”) by initialing each document and signing the state-prescribed seller’s disclosure, if any. Buyer agrees that Buyer is not relying on the accuracy of the statements in the Disclosure Documents and may investigate the subject matter of the Disclosure Documents. Any obligation to make repairs based on the investigations or otherwise will be governed exclusively by Section 4, below.

**At closing Buyer shall execute a Disclosure Acknowledgement confirming that Buyer had the opportunity to review and investigate the matters in the Disclosure Documents. Buyer’s closing of the transaction described in the Agreement and this Rider constitutes Buyer’s acceptance of the Property and satisfaction or waiver of matters in the Disclosure Documents.**

In the event the Disclosure Documents are not available at the signing of the Agreement and this Rider, Seller agrees to provide the Buyer with such Disclosure Documents within five (5) days of Seller’s receipt and to allow Buyer five (5) days to review the Disclosure Documents and provide Seller with written notice of defects in the manner described in Section 4 of this Rider.

**NOTICE TO BUYER: TESTS AND INSPECTION REPORTS (IF ANY) PROVIDED TO BUYER WERE PREPARED FOR SELLER, A RELOCATION COMPANY, IN ACCORDANCE WITH THE COMPANY’S REQUIREMENTS AND REPORT THE CONDITION OF THE PROPERTY AS OF THE INSPECTION DATE. INSPECTION REPORTS PREPARED FOR SELLER ARE NOT INTENDED AS A SUBSTITUTE FOR COMPREHENSIVE INSPECTION OF THE PROPERTY BY AN INSPECTOR OF THE BUYER’S CHOICE. STANDARD INSPECTION REPORTS CUSTOMARILY PROVIDED IN THE PROPERTY’S LOCALE MAY CONTAIN ADDITIONAL INFORMATION A BUYER SHOULD CONSIDER IN MAKING A DECISION TO BUY THE PROPERTY. MOREOVER, THESE DOCUMENTS ARE GIVEN TO BUYER FOR INFORMATIONAL PURPOSES ONLY TO SATISFY SELLER’S LEGAL DUTY OF DISCLOSURE. THEY REPRESENT THE OPINIONS OF THE INDIVIDUALS OR FIRMS WHO PREPARED THEM. SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE INFORMATION PROVIDED AND MAKES NO AGREEMENT TO UNDERTAKE OR PERFORM ANY ACTION RECOMMENDED IN ANY OF THE REPORTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON THE ACCURACY OF THESE DOCUMENTS.**

Unless specifically noted in the Disclosure Documents, Seller has no knowledge concerning the presence of radon gas, asbestos or other toxic or hazardous substances in the Property. However, Buyer shall not interpret Seller’s lack of knowledge as a representation that the Property is free of

Buyer initials:



radon gas, asbestos or other toxic or hazardous substances.

4. **Buyer's Duty to Inspect/Test:** The Property is being sold "as is"- in its present condition with all faults, if any, including those disclosed in paragraph 3 above. Unless required by law, Seller rejects all option/no risk due diligence fees/periods specified in the Agreement. Buyer has the right to inspect or to have the Property inspected by others on Buyer's behalf to determine the existence of defects, if any. All inspections shall be at Buyer's sole cost and expense. Seller recommends that Buyer secure such surveys, title inspections, professional building inspection reports, any inspections or tests necessary to determine the presence of radon gas, asbestos, lead based paint, underground storage tanks, or other toxic or hazardous substances in or about the Property, and any other tests and inspections Buyer deems appropriate to determine the condition of the Property.

Any and all inspections and tests conducted on Buyer's behalf, and any defects discovered, must be reported to Seller or Seller's agent in writing, accompanied by a complete copy of the Buyer's reports, no later than 5:00 p.m. on the seventh (7th) day after the date Seller signs the Rider except that Buyer may have up to ten (10) days to complete inspections for lead based paint and/or its hazards, unless Buyer has waived this opportunity. Buyer's failure to provide Seller with a copy of the inspection reports and reported defects within this seven (7) day period (10 for lead-based paint), shall constitute Buyer's acceptance of the condition of the Property and a waiver of all inspection contingencies, and Buyer's agreement to proceed to closing.

Seller shall have seven (7) days from the date Seller receives Buyer's written notice of any defects not previously disclosed by Seller, to advise Buyer or Buyer's agent, in writing, that Seller shall proceed under one of the following options:

- a) Treat the condition and repair the defect at Seller's own cost and expense, in which event Buyer agrees to consummate the purchase transaction according to the terms of the Agreement and this Rider; (in the case of lead-based paint and/or remediation of lead-based paint hazards, Seller will provide Buyer with a certificate from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing); or
- b) Provide a closing credit to Buyer, or Buyer's designated contractor, in an amount agreed to by the Buyer and Seller which will be shown on the Closing Disclosure in lieu of making the repair(s), (subject to approval by Buyer's lender). In which event Buyer agrees to consummate the purchase transaction according to the terms of the Agreement and this Rider and to sign a release holding the Seller from any liability or obligation, in a form acceptable to Seller related to the condition and its repair; or
- c) Terminate the Agreement by executing a Release and refunding the Buyer's earnest money deposit. If Seller elects to terminate, Buyer shall have the right to consummate the purchase transaction taking the Property in "as is" condition with whatever defects exist; Buyer must notify Seller, in writing, of the intent to proceed within four (4) days after receipt of Seller's notice of its election to terminate. Should Seller fail to respond within seven (7) days after notification of defects by Buyer, this Agreement shall be considered null and void, with any and all obligations of the respective parties terminated and Seller will refund Buyer's earnest money deposit.

Buyer shall have the right to make a final inspection of the Property to be sure that the Property's condition has not deteriorated from the date of the Agreement and Rider (ordinary wear and tear excepted) and to submit any repair requests to Seller as a result of Buyer's final inspection two (2) business days prior to settlement/closing.

Buyer initials:



Buyer agrees to indemnify and hold harmless Seller, its officers, directors, employees, agents, contractors and tenants from all claims, damages, liabilities, and expenses arising in connection with inspections made by Buyer, its agents or contractors prior to closing.

5. **Financing:** Buyer agrees to notify Seller, in writing, in the event the designated type of financing in the Agreement changes prior to closing. Buyer further agrees to provide Seller with a copy of any written denial for financing, to include the reason for the denial, upon receipt of notification of denial.
6. **Toxic/Hazardous Substances:** Buyer assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with, the presence of radon gas, asbestos, mold or any other toxic, hazardous or other environmentally dangerous substance in, on or about the Property. Buyer fully and forever releases and discharges Seller, its officers, employees and agents, from any and all claims, damages, liabilities, and expenses (including attorney's fees), whether now or hereafter known, which Buyers have or may hereafter have against Seller, its officers, employees and agents. Buyer releases and indemnifies Seller, its officers, employees and agents from and against any claims, damages, liabilities, and expenses (including attorney's fees), relating to the presence of radon gas, asbestos, mold or any other toxic, hazardous or other environmentally dangerous substance in, on or about the Property, which claim is made by Buyer, Buyer's dependents or invitees. This provision shall survive delivery of the Deed and the closing.
7. **Title/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 Agreement, receive a refund of the earnest money deposit and release Seller from further obligation under the Agreement.

Seller will not provide a policy of 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 a title insurer/agent.

If the Property is located in a jurisdiction where it is customary for the buyer of residential property to purchase an owner's title policy, Buyer acknowledges that Seller through its title provider has already ordered a preliminary title search/abstract. The Buyer is not required to continue using the service of Seller's title provider nor is Buyer required to use the service of any particular closing/settlement services provider as condition sale. If however, Buyer elects to have Seller's title provider continue the title process and provide other closing services, then Buyer shall receive a credit equal to the cost borne by Seller for the preliminary search, which credit will be noted on the Closing Disclosure at closing. Other than an update of preliminary title search, Buyer shall pay for additional title work required by Buyer or their lender, unless otherwise agreed to, in writing, by the Parties.

Title will be conveyed by a deed with limited warranties of title that is customary in the marketplace.

8. **Tax and Other Prorations:** Except as otherwise provided herein, prorations for "Taxes" (defined as general or "ad valorem" property taxes, supplemental and special taxes, and personal property taxes) will be calculated in accordance with local custom and based upon the most recent ascertainable full year tax bill provided as of the day of closing by the local tax collector, assessor or other applicable authority; provided, however, properties located in Illinois will be prorated at a rate of 105% of the most recent available written tax bill unless otherwise agreed by Seller. Buyer assumes all obligations for Taxes (including, without limitation, reassessments) and other charges for the Property after closing. The proration for the day of closing shall be charged to Buyer. Settlement is final. **SELLER WILL**

Buyer initials:



**MAKE NO ADJUSTMENTS OR REPRORATIONS WHATSOEVER AFTER CLOSING.** This provision shall survive delivery of the deed and the closing.

Any confirmed and levied special assessment(s), whether governmental or association based, including special service area fees, shall be prorated and paid current through closing only. No proration shall be provided for future, unconfirmed or impending special assessments or special service area fees. All prorations shall be final as of closing.

- 9. **Closing:** Following the final inspection, as set forth in paragraph 4 hereinabove, all closing and repair figures must be confirmed and approved by Seller or its closing agent at least three (3) business days in advance of closing. Closing date and time must be scheduled at least five (5) days prior to closing.

The closing of the sale of the Property shall be facilitated through, the following closing agency (firm name): California Coast Escrow, Inc.]

whose address is: 1645 South Rancho Santa Fe Road, Suite 101, San Marcos, CA 92078

Telephone No.: (858) 260-3222 Fax No.: (760) 888-9179  
Local Closing/Settlement Contact: Jen (TITLE ORDERS) Mendigutia

 The closing shall occur on or before: \_\_\_\_\_

The parties agree that Time is of the Essence. Seller shall not be obligated to grant any extensions without specific written agreement. Seller will not be liable for any expenses incurred by Buyer, including temporary housing payments, moving and storage fees or mortgage finance fees, as a result of any closing delays due to lender related requirements. Seller reserves the right to charge a per diem penalty calculated at contract sales price x 1.5% divided by 30, in the event the Seller deems closing delays unreasonable.

Buyer acknowledges and agrees that Seller and Seller's relocation client (i.e., the employer in a relocation transaction) are entitled to receive a complete, fully executed copy of the Closing Disclosure reflecting all monies received and disbursed in connection with this transaction.

The listing real estate agency is: ERA Donahoe Realty. The listing broker (or agent) is: Grattan Donahoe

Note: Notwithstanding anything to the contrary in the Agreement, or elsewhere, the brokerage commission will be considered earned and payable only if the sale to Buyer is closed, the deed delivered to Buyer and the purchase price delivered to Seller.

Special Instructions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 10. **Possession:** Possession shall be given to the Buyer at closing and funding. Buyer may not alter the Property, store anything on/in the Property, occupy, or otherwise use the Property prior to closing.

- 11. **Dispute Resolution:** Notwithstanding anything contained in the Agreement to the contrary, except as may otherwise be required by state law, Seller expressly rejects all mediation, arbitration and other alternative dispute resolution procedures. Any provisions in the Agreement requiring such procedures

Buyer initials:



are void and of no effect.

12. **Insurance:** At closing, Seller will be relieved of all responsibility and liability for maintaining any insurance on the Property and Seller's insurance policies will terminate immediately upon closing. Buyer is responsible for obtaining such coverage as Buyer deems appropriate.
13. **Attorney's Fees:** In the event of a dispute involving the enforcement or interpretation of the terms or provisions of the Agreement or this Rider, the prevailing party will be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which the party may be entitled. This provision will survive closing.
14. **Execution of Purchase Agreement and Rider:** The parties are not bound until the Agreement and this Rider are executed and delivered to the respective party or its agent. In addition, the Buyer acknowledges that this sale is a corporate relocation transaction and that Seller's ability to transfer title is contingent upon Seller's ability to acquire contractual ownership of the Property (if the Property is a cooperative apartment, authority to transfer the cooperative apartment shares and lease) through a contract with the individual being relocated upon terms satisfactory to that individual and Seller on or before the closing date set forth above. If Seller does not acquire ownership, authority and/or obtain marketable title on or before the closing date, the Agreement may be deemed null and void at the option of either party. In that event, the earnest money or Buyer's deposit will be refunded to Buyer as Buyer's sole and exclusive remedy and Seller will be released from further liability.
15. **Assignment/Modifications:** The Agreement and this Rider may not be assigned by Buyer unless Seller gives prior written consent. Notwithstanding the foregoing, in the event the Property is a cooperative apartment, Seller may assign this Agreement and Rider if necessary in order to meet the requirements of a cooperative housing corporation for transfer of the shares and lease and closing. Any modification to the Agreement or this Rider must be made in writing and executed by both Buyer and Seller.
16. **Settlement as Final:** Buyer's (a) failure to notify Seller in writing of any defects within the time limits provided in this Rider, or (b) acceptance of the Deed at settlement shall constitute Buyer's full acceptance of the condition of the Property and an absolute and irrevocable waiver of Buyer's right to object to its condition or assert any claim related to the Property at any time in the future including, but not limited to latent defects of which Seller had no actual knowledge. This provision shall survive delivery of the Deed and the closing.
17. **Liquidated Damages:** It is expressly agreed that any default by Buyer in the performance of the Agreement or this Rider will, at Seller's option, immediately terminate the Agreement and the Buyer's deposit and/or earnest money will be released and surrendered to Seller as liquidated damages and not as a penalty, to defray carrying costs and lost marketing time. In the event of Seller's default, Purchaser's sole remedy shall be limited to the return of the Buyer's earnest money deposit and the Agreement shall then be deemed terminated.
18. **Severability:** If any provision of this Rider conflicts with the applicable law of the jurisdiction where the Property is located, such conflict shall not affect other provisions of this Rider which can be given effect without the conflicting provision.
19. **For Properties Located In LOUISIANA Only:** Buyer acknowledges and agrees that the Property is being sold in "as is" and "where is" condition, without any warranty of recourse whatsoever as to the condition of the Property, including, without limitation, any warranty as to the absence of vices or

Buyer initials:





defects (whether apparent, latent, known or unknown, easily discoverable, or hidden), fitness for any ordinary use, or fitness for any intended use or particular purpose, even for the return or reduction of the purchase price or otherwise. Buyer acknowledges reliance solely on Buyer's inspection of the Property. Accordingly, Buyer waives all of Buyer's rights in connection with the condition of the Property, and Buyer hereby relieves and releases Seller from any and all liability in connection with the condition of the Property, including particularly any and all liability for any claim or cause of action for redhibition or for reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer expressly waives all rights in redhibition and reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer further acknowledges and agrees that Buyer has not relied on Seller's skills or judgment in selecting the Property. Buyer acknowledges and understands that Louisiana redhibition law enables Buyer to hold Seller responsible for any undeclared latent defects in the Property existing on the date of the Act of Sale and to either rescind the sale or seek a reduction of the purchase price, and Buyer hereby specifically waives such rights. As used in this provision, "Act of Sale" refers to the closing of title.

Buyer acknowledges that the foregoing waivers have been explained to Buyer and that Buyer has read and understands such waivers, has voluntarily and knowingly consented to such waivers and agrees to be bound thereby.

- 20. **For Properties Located in CALIFORNIA Only:** In connection with any rights Buyer is waiving under this Rider, including but not limited to, those set forth in sections 2, 3, 4, 6 and 7 respectively, Buyer expressly waives and relinquishes all rights and benefits afforded by California Civil Code §1542, which provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him must have materially affected his/her settlement with the debtor.*

Buyer understands and acknowledges the significance of such specific waiver of Civil Code §1542. Notwithstanding Civil Code §1542 and, for the purpose of effecting a full and complete release and discharge of Seller, Buyer expressly acknowledges that this release is intended to include in its effect, without limitation, all claims, known and unknown, existing at the time of execution and that this release contemplates the extinguishment of any such claim or claims.

- 21. **For COOPERATIVE APARTMENTS Only:** In the case of a cooperative apartment, Buyer's acknowledgement of disclaimers of any and all representations, statements, guarantees, and warranties by Seller including, but not limited to, acknowledgements set forth in section 2, above, specifically include disclaimers of any representations pertaining to the cooperative corporation, maintenance, assessments and charges. All references to property shall mean co-op shares and apartment lease(s) allocated to the Premises that is the subject of the Purchase Agreement. Seller's contractual ownership of the property shall be established as Seller's authority to transfer the co-op shares and apartment lease(s).

- 22. **ELECTRONIC SIGNATURES:** The Parties agree that electronic signature, as well as transmission by fax and/or email containing a digital image of a party's signed Agreement shall be considered a valid execution of the Agreement.

- 23. **Additional Provisions:**




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Buyer initials:



Seller: BGRS Relocation Inc.

			_____	_____
			Buyer	Date
By: _____	_____		_____	_____
	Date		Buyer	Date
_____	_____		_____	_____
Listing Broker/Agent	Date		Selling Broker/Agent	Date

Buyer initials:



## BGRS COVID-19 RIDER ADDENDUM

This Rider Addendum (“Addendum”) amends that certain Purchase Agreement and Rider (“Agreement”) dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Buyer”) (collectively “the Parties”) for the property located at \_\_\_\_\_ (the “Property”) herein the “Agreement.”

The Parties recognize that government actions, mandated as a result of COVID-19 may impact real estate transactions due to travel restrictions, isolation/quarantine requirements and closure of offices/businesses including government and private offices that typically fund, close and record real estate transactions. As these circumstances arise, and potentially impact the duties of the Parties under the Agreement, the Parties agree as follows:

1. Buyer(s) shall:
  - (a) instruct anyone who will be given access to the Property on Buyer’s behalf in order to inspect, test, and perform any other tasks (i.e. inspectors, agent and appraisers, etc. or “Buyer’s Representatives”) to wash their hands or use hand sanitizing products *prior to* conducting such tests/inspections and to wear gloves or clean any surface area that they touch (i.e. doorknobs, faucets, countertops etc.) inside the Property with sanitizing cleaning products to the extent practical;
  - (b) use reasonable efforts to limit access to the Property, to those necessary to perform tasks (i.e. inspections, appraisals and walk-throughs), in order to facilitate the transaction;
  - (c) not allow any non-essential individuals to access the Property (i.e., personnel that are not essential to facilitate the transaction, such as contractors, decorators, blind or window covering contractors, painters, etc.), absent the express written approval of the Seller;
  - (d) in those geographic areas where it is customary for Buyer to choose title providers and purchase owners’ title insurance, make every effort to order title, to include any municipal record searches as soon as practical following execution of the Agreement and pay for those charges accordingly; and
  - (e) refrain from entering the Property and to notify the Seller as soon as reasonably possible if they or anyone who entered the Property on their behalf (i) have tested positive for COVID-19 or (ii) have come in contact with someone infected with COVID-19 or whom they suspect may be infected with COVID-19. In all events, Buyer will make a reasonable effort to find an alternative person to come to the Property to perform the necessary tests/inspections.
2. Seller shall notify Buyer(s) as soon as reasonably possible, in the event any person residing in or coming in direct contact with the interior of the Property tests positive for COVID-19 or is required to self-quarantine due to exposure to COVID-19.
3. The Parties further agree that:
  - (a) In the event that either Party cannot close on the date set forth in the Agreement as a result of a failure to perform that is directly attributable to the impact of COVID-19, the Party shall provide immediate written notice, as well as proof of the illness/quarantine mandate, to the other Party.
  - (b) The Party providing said notice shall take such measures to effect Closing as may be available (i.e. using mobile notaries, E-notarization (if allowed), or execution of Power of attorney or other such action acceptable to the lender or title provider). In the event the Closing date must be extended, the Parties agree it will be extended to a mutually agreeable date not longer than thirty (30) days from the original Closing date.
  - (c) Any costs associated with the extension of the Agreement due to financing commitment extensions or updates to title etc., shall be borne by the party requesting said extension unless otherwise agreed to by the Parties in writing.
  - (d) In the event the Buyer’s title company is unable to close the sale of the Property due to any reason

directly attributable to the impact of COVID-19, Buyer agrees to allow Seller's title company/provider, to effect closing in a timely manner and Buyer will pay any/all additional costs, if any, associated with the transition of the title and closing services on Buyer's behalf.

- (e) Notwithstanding anything to the contrary in the Agreement, in the event the sale of the Property closes but the title and recording office, or other governmental agency, is unable to record the deed and related document due to the government closure of the county recorder's office as a result of COVID-19, the Parties agree to satisfy closing agents requirements as it relates to delayed document recording and insurability.
- (f) IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE AGREEMENT THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE AGREEMENT SHALL CONTROL
- (g) This Addendum is meant to provide authorization as circumstances arise, and potentially impact the duties of the Parties under the Purchase Agreement. It is not meant to override any individual state statute or law, and in the event of any conflict between this Addendum in any individual state, Parties agree state law shall control.

The Parties herein acknowledge that they have read, understand, agree and accept the terms of this Addendum.

By and on behalf of the Buyer(s):

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
Buyer Name

By and on behalf of the Seller

\_\_\_\_\_  
Seller Signature