



RIDER TO PURCHASE AGREEMENT

Address: 4601 Willowbend Houston, TX 77035
File No. : 134434

This is a Rider to a Purchase Agreement (“Agreement”) dated _____ between Capital Relocation Services (“Capital”) as seller and as Buyer, with respect to the land, buildings, improvements and contents located at 4601 Willowbend Houston, TX 77035 (“Property”). In the event of any conflict between the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider shall control and the conflicting terms in the Agreement are hereby expressly waived by Buyer and Capital.

Condition of Premises

Buyer understands the Property has been previously occupied and should not be expected to be in the same condition as a new property. Buyer understands that Capital is a relocation management company and has never lived on or in the Property. The property, including the contents (fixtures, appliances and personal property) being sold and purchased are not new, and are being sold “as is”, in their present condition. Neither Capital or any of its agents make representations concerning the Property, including, but not limited to, representations regarding the size of the buildings and improvements, the presence or absence of toxic or hazardous substances, or the presence or absence of any encroachments or unrecorded easements, except as follows, and these exceptions shall not be considered as conclusive:

Disclosures – Tests – Inspections

Capital herewith provides Buyers with a copy of *Seller’s Disclosure Statement* completed by the most recently owners/occupant of the Property from whom Capital acquired the Property. Buyer acknowledges receipt of same by initialing below. Capital makes no representations and is held harmless as to the accuracy or the conclusiveness of this statement. Capital has made no independent investigation of the Property.

The following tests or inspections have been conducted in, or on or with respect to the Property. Buyers’ initials acknowledge receipt of the documentation specified below in regard to those tests or inspections.

Disclosure/Tests/Inspections	Document Date	Indicate if N/A	Buyer’s Initials
Capital Seller’s Disclosure Statement			
Local Seller’s Disclosure Statement			
Lead paint (if home building prior to 1978)			
General home inspection			
Radon			
Termite/pest			
Well			
Water Quality			
Septic			
Pool			

Underground storage tank			
--------------------------	--	--	--

The above documents are being given to buyer for information purposes only. They represent the opinions of the individuals or firms who prepared them. Capital makes no representations as to the accuracy or conclusiveness of the information given and makes no agreement to undertake or perform any action recommended in any of the reports.

Unless specifically notes under “Disclosures – Tests – Inspections”, Capital Relocation Services (Capital) has no knowledge concerning the presence of radon gas, asbestos or other toxic or hazardous substances in the Property. However, Buyer shall not interpret Capital’s lack of knowledge as a representation that the Property is free of radon gas, asbestos or other toxic or hazardous substances.

This agreement is subject to the right of the Buyer to obtain at his own expense, inspection(s) of the premises by consultant(s) of his own choosing, granting to the Buyer such right of inspection(s) on or before an expiration date hereinafter set forth. The Buyer and his consultant(s) shall have the right of access to the premises at reasonable times and in the presence of Capital or its authorized representation upon twenty-four hour advance notice, for the purpose of inspecting the condition of said premises. If Buyer is not satisfied with the results of such inspection(s), this Agreement may be terminated without legal or equitable recourse to either party, by the Buyer at this election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the Buyer provided, however, that Buyer shall have notified Capital in writing together with a copy of the written report(s) stating the results of the inspection(s) on or before the expiration date specified of his intentions to so terminate. If such written notice and report(s) are not received on or before the expiration date specified, Buyer shall be bound to perform his obligations under this Agreement. The expiration date for Buyer’s inspection(s) and written notification to Capital is: _____.

Buyer acknowledges that he has not been influenced to enter into this transaction nor has been relied upon any warranties or representations not set form or incorporated in the Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either Capital or the Broker(s) (if none, state “none”), if any listed, indicate by whom the warranty or representation was made):

In accepting this Property in its present condition, Buyer releases and holds Capital harmless from liability as to the condition of the Property as of the closing.

Buyer agrees to again inspect the Property *not later than five days* prior to the scheduled closing and must notify Capital immediately if Property is not in the same condition as of the date of the agreement.

Any request for repairs of damages which occurred between the contract date and closing must be submitted in writing to Capital’s agent not later than five days between scheduled closing. In lieu of making such repairs, or partial repairs, Capital reserves the right to cancel this Agreement, and, upon return of the earnest money, neither party shall have any further liability to the other. If the Buyer has not made an examination of the property, and submitted a report of any objections, Buyer is deemed to have accepted the condition of the Property as satisfactory and Capital is deemed relieved of any and all liability after the closing of the sale.

Buyer hereby releases and forever discharges Capital Relocation Services, Capital’s agents, subagents, employees, and any other officer, director or partner, or any one of them, or any other person, firm, or corporation who may be liable by or through them from any and all claims, losses or demands which may arise from any condition whether known or unknown as to said Property.

Tax Proration

With regard to prorations or other adjustments for real estate taxes provided for in the Agreement, such prorations or adjustments will be made based on the most recent tax bill available for the Property. No tax escrow will be established nor will any adjustment be made after closing for any increase or decrease in the amount of real estate taxes subsequent to closing.

Delayed Closing Penalty

Buyer agrees to close on date set forth in the Agreement. In the event Buyer fails to close by said date, for any reason other than loan approval or Capital's inability to close, Buyer shall pay to Capital Relocation Services a charge of 1.5% of selling price per month, prorated on a per diem basis, for every day Buyer fails to meet closing date.

Survival of Closing

Notwithstanding any provision of any other documents entered into with respect to this transaction, no representations warranties, agreements, or covenants, whether written or oral or implied shall survive the closing of this transaction except those representations, warranties, agreements or covenants contained in this Rider to Purchase Agreement, which shall survive closing in its entirety.

Buyer(s)

Signature: _____ Date: _____

Signature: _____ Date: _____

Capital

By: _____ Date: _____