

## Offer Instructions for 103 Forest Wind Circle

1. Seller is Cartus Financial Corp.
2. Earnest will be \$10,000
3. Title Company will be Texas American Title – Terri Brown 21105 Eva St. Suite 100 Montgomery, Tx 77356 [terri.brown@texasamerican.com](mailto:terri.brown@texasamerican.com) 936-342-6464
4. Para. 6A (8) buyer must check box (i) or state that shortages in area at the expense of buyer
5. Para. 6C. Buyer must obtain a new survey at buyers' expenses. Please check box 2
6. Closing & possession will be no earlier than March 28<sup>th</sup> 2021
7. Cartus does not accept option fees, therefore there will be no option period. Upon acceptance of the buyers offer, Cartus will send a document to the buyer giving notification that the buyer has 10 days to perform their inspections.
8. Buyer pre-qual letter on company letter head must accompany all offers. If buyers down payment is \$100,000 or greater, the buyer must also have proof of these funds.
9. The refrigerator in kitchen, hot tub and safe will be included in the sale, please note them on a Non-Realty Items Addendum
10. All offers must include the following Cartus required documents (these documents are attached to the MLS in HAR)
  - a. TAR Relocation Addendum
  - b. Affiliated Business Arrangement Form
  - c. Rider A to Standard Addendum (Force Majeure)
  - d. Agent Contract Tool (both pages)
  - e. Exclusions List



## RELOCATION ADDENDUM

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Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

### ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT 3192314

103 Forest Wind Circle  
Montgomery, TX 77316

- A. ADDENDUM CONTROLS:** If any part of this addendum conflicts with a provision in the contract, this addendum will control.
- B. RELOCATION TRANSACTION:** Seller has or will acquire the Property in a relocation transaction. Seller is not an occupant of the Property. Seller's obligations under the contract are SUBJECT to Seller becoming the contractual owner of the Property. If Seller is not or does not become the contractual owner of the Property on or before the Closing Date, the contract will be null and void.
- C. PREQUALIFICATION LETTER:** If the contract is subject to Buyer obtaining Buyer Approval as provided in the Third Party Financing Addendum:
- (1) Buyer has delivered to Seller a conditional qualification letter on a form or in a format promulgated by the Texas Savings and Loan Department issued by a reputable lender.
  - (2) Buyer shall be orally pre-qualified, at no cost or obligation to Buyer, for financing similar to the financing described in the Third Party Financing Addendum, by \_\_\_\_\_ (lender's name and phone) which  is  is not Seller's affiliate.
- D. CLOSING AGENT:** Unless Buyer's lender requires otherwise, the closing of the transaction described in the contract will be conducted by a closing agent of Seller's choice.
- E. TITLE COMPANY & COMMITMENT:** If Seller pays for the Title Policy, the Title Policy may, at Seller's option, be issued by the Title Company named in the contract or by any title insurance underwriter authorized to underwrite policies in the State of Texas that Seller chooses, provided that Buyer's lender does not object. For the reasons stated in Paragraph B above, Buyer acknowledges and agrees that the Property may be conveyed to Buyer by a person other than Seller. It is not grounds for the Buyer to object under Paragraph 6D of the contract if the Commitment shows title to the Property to be in the name of a person other than Seller.
- F. DISCLOSURE:**
- (1) Buyer acknowledges that:
    - (a) Seller has or will acquire the Property as part of a relocation transaction;
    - (b) Seller is not an occupant of the Property;
    - (c) Seller is or may be a contractual owner of the Property or a representative of the legal title owner;
    - (d) Seller has limited actual knowledge of the Property's condition;
    - (e) the Property and its contents are not new and, except for any agreed repairs, are being sold AS IS in their present condition;

- (f) Seller has delivered to Buyer copies of Seller's Disclosure Documents, which are attached to and made a part of this Addendum;
  - (g) Buyer has read and understands the Disclosure Documents;
  - (h) the Sales Price and other terms of the contract were negotiated with Buyer's knowledge of the contents of the Disclosure Documents;
  - (i) the Sales Price reflects the agreed-upon value of the Property **AS IS**, inclusive of all disclosures; and
  - (j) neither the Seller nor Seller's agent has made any expressed or implied warranties or representations as to the Property's condition, except as given to Buyer in writing.
- (2) Buyer shall acknowledge receipt of the Disclosure Documents by initialing each document and signing the Disclosure Statement.
- (3) Buyer agrees that Buyer is not relying on the accuracy of the statements in the Disclosure Documents. Buyer may investigate the subject matter in the Disclosure Documents. Any obligation to make repairs based on the investigations or otherwise will be governed exclusively by Paragraph G.
- (4) At closing Buyer shall execute a Disclosure Acknowledgement that confirms that Buyer had the opportunity to review and investigate the matters in the Disclosure Documents. Buyer's closing of the transaction described in the contract constitutes Buyer's acceptance of the Property and Buyer's satisfaction or waiver of all investigations of matters in the Disclosure Documents.

#### **G. REPAIRS:**

- (1) Not later than 10 days after the Effective Date, Buyer may deliver to Seller: (i) a copy of all inspection reports; and (ii) a written list of any repairs to the Property that Buyer or Buyer's lender requires. Failure to deliver the inspection reports and the list of repairs within the time required will be deemed to be a waiver of Buyer's right to inspect and designate repairs.
- (2) If Buyer timely delivers the information under G(1) and the cost to repair the items in the list of repairs does not exceed \$ 0.00 for treatment and repairs from wood-destroying insects (*\$0.00 if left blank*) and \$ 0.00 for all other repairs (*\$0.00 if left blank*), Seller shall, not later than 5 days before closing notify Buyer in writing that Seller shall:
- (a) repair the items in the list of repairs; or
  - (b) give Buyer a credit for the items to be repaired in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs.
- (3) If the cost to repair exceeds the amounts stated under G(2) (*\$0.00 if left blank*), Seller shall, not later than 5 days before closing, notify Buyer in writing that Seller shall:
- (a) repair all of the items in the list of repairs;
  - (b) give Buyer a credit for all of the items designated on the list of repairs in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs; or
  - (c) terminate this contract and the earnest money will be refunded to Buyer.
- (4) Seller is not liable for the quality of any repairs. Buyer shall look only to the contractor that performs a repair for the satisfaction of any claims that Buyer may have regarding repairs.
- (5) If a credit is given under G(2) or G(3):
- (a) Buyer releases Seller of any obligation regarding repairs;
  - (b) the amount of the credit must be shown on the TILA-RESPA Closing Disclosure form; and
  - (c) the credit will be applied to Buyer's Expenses at closing and if Buyer's lender objects to the credit, the credit will be applied to the Sales Price with proportional adjustments in Paragraphs 3A and 3B of the contract.
- H. CLOSING:** The closing of the transaction described in the contract and the acceptance of the deed to the Property by Buyer constitutes Buyer's acknowledgement that the condition of the Property and fixtures, equipment, appliances, and other tangible personal property on the Property are acceptable to Buyer. Seller shall have no further responsibility or obligation concerning the Property after closing. By closing, Buyer

waives all rights Buyer may have against the Seller concerning the condition of the Property. This provision survives closing.

- I. **POSSESSION:** Notwithstanding which box is checked under Paragraph 10 of the contract, Seller shall deliver possession of the Property upon closing and funding. Buyer may not occupy the Property before closing and funding.
- J. **FINALITY OF PRORATIONS:** Notwithstanding Paragraph 13 of the contract, the parties will not adjust prorations after closing. Prorations made at closing in accordance with Paragraph 13 are final and are not adjustable except to correct errors in calculations made at closing.
- K. **NO MEDIATION:** Notwithstanding Paragraph 16 of the contract, any dispute involving the Seller related to this contract will not be submitted to mediation.
- L. **NO OPTION:** Paragraph 23 of the contract does not apply and is struck for all purposes.
- M. **ACCEPTANCE OF OFFER:** Buyer understands that Seller may have orally accepted an offer from Buyer to purchase the Property. Buyer gives Seller's broker permission to deposit the earnest money. Seller shall forward the executed contract to the Escrow Agent as soon as possible. However, both parties understand and agree that no binding and enforceable agreement exists between Seller and Buyer unless the contract is fully executed by Seller and notice of final acceptance is given to the Buyer or Buyer's Broker.
- N. **FAXES:** Facsimile transmittals of signed documents are legally binding on the parties. At Seller's request, any documents transmitted by facsimile will be substantiated by original signatures as soon as reasonably practicable. The parties may not assert the use of facsimile transmittals as a defense to any dispute involving the contract of the Property and each party forever waives any such defense.

**O. SPECIAL PROVISIONS:**

1. *Reference section 6.C of the Contract, Seller opts for item Number (2): that Buyer shall obtain a survey of the Property at Buyer expense.*
2. **Earnest Money; Default; Brokers:**  
In the event of a default in consummating this purchase by the Buyer(s), it is agreed that any earnest money or deposit shall be retained by the Seller as liquidated damages. Any provisions of the attached contract (i) with respect to any payments or amounts due to brokers; and/or (ii) agreeing to indemnify or hold Broker harmless with respect to any matters are null and void. Broker compensation and relationship is governed exclusively by the Listing Agreement between Seller and Listing Broker.
3. Seller to convey the Property subject to all outstanding mineral rights and interests, whether of record or not, including any contractual or equitable right(s) held by Seller's predecessor(s) to reserve or retain the minerals or any mineral interest(s).
4. The Effective Date of the contract and this Addendum shall be the date that the Seller signs this Addendum.
5. Seller's correct, legal name for all purposes related to the contract is as shown on the signature line of this Addendum.
6. All personal property that conveys with the Property is sold "as is", "where is", and has no value.
7. Notwithstanding anything to the contrary in section 6.A. (8) of the Contract of Sale, any such amendment to the title policy exclusions as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements shall be at the Buyer's expense.
8. Any assignment of the Agreement by Buyer (via either an assignment or naming a nominee included but not limited to a Qualified Intermediary) requires Seller's consent, which Seller may withhold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under the Agreement unless and until the Agreement has been fully performed by or on behalf of the Buyer.

9. Seller shall not make any payment related to any closing date delays.
10. MLS information/items (for example, but not limited to, square footage, school districts, buyer incentives, inclusions, agent incentives) are not representations or warranties by the Seller and are not part of the Agreement unless expressly stated in the Agreement or this Addendum
11. Legal Description, Lot and Block are subject to verification following receipt of title work.
- 12. Authorization to Disclose Information:**  
 Seller and Buyer authorize any closing attorney, closing agent and/or escrow company to release and disclose any seller's and/or buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein to the parties to this transaction, the real estate agents and Buyer's lender(s).
13. If repairs are performed, credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed) or price reduced in response to inspection issues, Buyer(s) agree to sign a general release and hold harmless with respect to the condition of the property.
14. Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.
15. Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers (CPU's), and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, apps and applications, routers, wireless routers, wireless networks, "Wi-Fi" technology and equipment, automated or smart lighting controls, wireless or networked doorbells, keyless locks, wireless or networked thermostats, home security systems including cameras and microphones, and automated security lights are excluded unless specifically included in the contract.
16. The seller represents that it has no knowledge, actual or constructive, as to whether or not a homestead exemption applies to the property. There will be no re-proration or readjustment of taxes or assessments based on actual statements after the date of closing or for any other reason.
17. Buyer represents that it is not (and if applicable, its owners, officers, directors and employees are not) (i) included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; nor (ii) subject to sanctions imposed by the U.S. government. Buyer further represents that neither Buyer nor any person providing funds to Buyer (a) is under investigation for any illegal activity, or (b) had any fines or penalties assessed or had funds seized or forfeited under any anti-money laundering laws. Buyer will promptly notify Cartus in the event the representations in this Section are inaccurate, and cooperate with Cartus with respect to any resulting audits or investigations.

**P. CONSULT AN ATTORNEY:** The Texas Real Estate Commission prohibits real estate license holders from giving legal advice. READ THIS ADDENDUM CAREFULLY. If you do not understand the effect of this addendum, consult your attorney BEFORE signing.

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

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

\_\_\_\_\_  
 Seller: Date  
 Cartus \_\_\_\_\_

**Cartus Financial Corporation**

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**Acknowledgement of Receipt of Disclosure**

Cartus File #: **3192314**

I/We have read this Affiliated Business Arrangement Disclosure Statement and understand that Cartus is referring me/us to the above-described settlement service(s) and may receive a financial or other benefit as a result of this referral.

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Signature	Date	Co-Signature	Date
Printed Name		Printed Name	

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# Rider A to Standard Addendum

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**File #** 3192314

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**Property Address:** 103 Forest Wind Circle  
Montgomery, TX 77316

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**This Addendum supersedes and overrides any conflicting clauses or statements in the Agreement (including all addenda and riders) between Buyer(s) and Seller with respect to the above property (the "Agreement").**

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**Force Majeure Event.** *The performance of this Agreement is subject to termination and/or extension upon the occurrence of an Excused Event, as further defined below. As used herein, an "Excused Event" shall mean any Acts of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantines and isolations, war, acts of terrorism, organized labor activities, natural disasters, and/or government mandated orders for civil or military authorities any or all of which would either hinder the Seller's or Buyer's performance under this Agreement and/or make such performance impractical and/or impossible. If an Excused Event occurs to the Seller or Buyer, then the Seller or Buyer shall provide notice to the other Party of such Excused Event as soon as practical and the performance of each party shall be delayed, including but not limited to, delaying the closing date, and such notice shall include the anticipated additional time needed in order to perform this Agreement.*

*If the delay due to an Excused Event extends for more than fifty-nine (59) days from the original anticipated closing date, either Seller or Buyer may elect to terminate the Agreement. In case of such termination, the Seller's only obligation shall be to return the deposit funds to the Buyer.*

*Buyer and Seller shall each be responsible for their respective costs and expenses related to an Excused Event and related closing delay.*

*In the event of termination of this Agreement pursuant to this Addendum, the Buyer's sole and exclusive remedy shall be a return of the earnest money or Buyer's deposit and the Seller shall be released from any and all liability that may arise under this Agreement.*

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

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Seller: **Cartus Financial Corporation** \_\_\_\_\_ Date \_\_\_\_\_

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Co-Buyer \_\_\_\_\_ Date \_\_\_\_\_

# Agent Contract Tool (ACT)

Document Execution Tutorial:  
<https://youtu.be/Z7LzrCS3LTc>

**THIS AGENT CONTACT TOOL (2 PAGES) MUST BE SUBMITTED WITH THE ACCEPTED CONTRACT TO CARTUS**

To Cartus Contact Name: \_\_\_\_\_ Cartus Email: [REScontractspecialist@cartus.com](mailto:REScontractspecialist@cartus.com)  
 Cartus file #: \_\_\_\_\_ Customer Name: \_\_\_\_\_  
 Completed by - Agent Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Agent Email: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_  
 Contract Expiration Date (if expired, request five day extension): \_\_\_\_\_

**ALERT:** Inventory contracts should be sent directly to the applicable RCO. DO NOT send to the above email address.

The following is an outline of the terms and conditions of the contract. All items listed below MUST be included in the contract.

*If the buyer is a Trust, LLC, LP, Corporation, or 1031 Exchange\* contact your Cartus Representative as additional documentation is required (\*Buyer to pay \$800 attorney review fee in the case of a 1031 Exchange)*

<b>Sale Price:</b>	\$ _____
<b>Close Date:</b> <small>(Home to be vacated at least 24 hours prior)</small>	_____
<b>Inclusions:</b> <small>(example: washer/ dryer)</small>	_____
<b>Exclusions:</b>	_____
<b>List Inspections to be completed by buyers:</b>	_____
<b>Type of Financing</b> <small>(example: Conventional, FHA, VA)</small>	_____
<b>Loan Amount and % of Sale Price</b>	\$ _____ / _____ %
<b>Earnest Money Deposit Amount/held by?</b>	\$ _____ / if applicable 2 <sup>nd</sup> deposit: \$ _____ /by: _____
<b>Repair Caps:</b>	Termite \$ _____ Overall \$ _____ Other \$ _____
<b>Other Conditions and/or Contingencies:</b> <small>(example: Appraisal, Buyer Home Closing)</small>	_____
<b>Remaining Fuel Oil / Propane</b>	Will Seller get reimbursed at closing?:    Yes    No    N/A • If no, explain: _____

Description	Seller Costs		
<b>Buyer Closing Cost Credit</b>	\$ _____		
<b>Home Owner's Warranties</b>	\$ _____		
<b>Inspections to be Completed by Seller (seller pays)</b> • Include any municipal inspections required to transfer title	<b>Type</b>	<b>Amount</b>	<b>*Are these normal required seller costs?</b> Y or N
	1.	\$ _____	
	2.	\$ _____	
	3.	\$ _____	
<b>Buyer Incentives</b>	\$ _____		
<b>Agent Incentives</b> <small>(example: agent bonus)</small>	\$ _____		
<b>Other Considerations Agreed to by Seller (seller pays)</b>	<b>Type</b>	<b>Amount</b>	<b>*Are these normal required seller costs?</b> Y or N
	1.	\$ _____	
	2.	\$ _____	

Please confirm the total commission: \_\_\_\_\_% and the commission split: List \_\_\_\_\_ / Buyer \_\_\_\_\_%.

***As Agent for the Seller/Cartus, it is expected that the Agent read and review the contract terms fully with the Customer. As Agent for Cartus, it is expected that the Agent complete and submit the Agent Contract Tool (ACT) with the contract. Any Seller payments not reflected on the ACT will be the Agent/Broker financial responsibility. Contracts received without the ACT does not remove the Agent's responsibility for undisclosed Seller paid items.***



# Cartus Contract Checklist (pg 2 of the Agent Contract Tool)

CARTUS CANNOT SIGN A CONTRACT WITHOUT A COMPLETE CONTRACT PACKAGE

Please contact your Cartus Representative with any questions or concerns. Thank you.

**Contract Negotiations MUST NOT be done via email! All negotiations must be VERBAL ONLY!**

1. All applicable pages of the **Third Party Contract** are complete. Signed, initialed, and dated by the buyer/co-buyer. Please be sure the property address is complete and accurate. Seller name on the contract must be **Cartus Financial Corporation**. This includes all Addendums, exhibits, etc.  
 Included     Pending Receipt
  
2. Was the Cartus State Contract Used? Y or N  
 If NO, all applicable pages of the **Cartus Standard Addendum** are signed, initialed, and dated by the buyer/co-buyer. \* Only needed when Cartus Contract not used, (Independent Sale, TX, LA, CA, and No Repair Addendum replace the Standard Addendum)  
 Included                       Pending Receipt  
 Cartus Contract or No Repair Addendum was used
  
3. If this contract is an 'AS IS' sale - the **Cartus No Repair Addendum** will be provided after contract submission.  
 As - Is Sale:     Yes     No
  
4. **Seller's Real Estate Disclosure (SRED)** – This document lists all of the disclosures, receipts, and if applicable, any inspections completed or pending. This document must be initialed on the lines to the left of each listed item on page 1 & 2 and signed/dated by buyer(s) on page 3.  
 Included                       Pending Receipt
  
5. The **Cartus Affiliated Business Disclosures** – This document disclosures all Cartus business relationships. Buyer(s) must sign and date the last page – Only the **last** page must be returned to Cartus.  
 Included                       Pending Receipt
  
6. The **Non-Occupancy Disclosures** signed, initialed, and dated by the buyer/co-buyer. *Only applicable when states disclosure is required. Cartus stamped this as a Non-Occupant Owner. Exception to this rule is California. CA Property ID services this purpose.* The Non-Occupant Disclosure is Cartus' disclosure as seller of the property  
 Included                       Pending Receipt                       N/A
  
7. The Cartus **Lead Paint Addendum** is initialed and signed by the buyer(s) and the Listing Agent. The buyer(s) must initial next to #4 & #5 and check either A or B. The buyer(s) must then sign and date next to #8. The Listing Agent must initial next to #6 and sign and date next to #7. \* (Only needed when house is build prior to 1978).  
 Included                       Pending Receipt                       N/A
  
8. The **Pre-Qualification Letter** is on letterhead including the lender's contact information, and must reference either the sales price or property address being sold. If ≥ 90% financing, the letter must also reference the loan amount or LTV.  
More than \$1 million = the letter needs to have evidence that the lender evaluated & reviewed the buyers credit worthiness.  
 Included                       Pending Receipt                       N/A
  
9. **Proof of Funds (POF)** – If this is a CASH deal, we require POF to be on Financial Institution letterhead, include the buyer(s) name and support the full sales price. \*NOTE\* POF is also required if the buyer's down payment is \$100,000 or greater.  
 Included                       Pending Receipt                       N/A
  
10. **Earnest Money: Check** (included with contract) **or Wire** (within 3 days of contract execution) based on the purchase price.  
 \$300,000 or less = minimum of \$1000.00  
 Greater than \$300,000 - \$500,000 = minimum of \$5000.00  
 Greater than \$500,000 - \$750,000 = minimum \$10,000  
 Greater than \$750,000 = minimum 5% of sales price  
 Included & meets guidelines     Pending Receipt  
 Included, but does NOT meet guidelines, if checked  
 Is this \$ Normal & Customary for this Sales Price? Y or N
  
11. If the buyer's are paying with CASH that is a 'gift', a **Gift Letter** is required. Please contact your Cartus representative for Cartus Gift Letter requirements.  
 Included                       Pending Receipt                       N/A
  
12. Attached is a copy of the **Buyer's buyer's contract and Pre-Qualification/Pre-Approval** if the sale is contingent on the buyer's home closing. To help ensure timely closing, Cartus encourages a minimum of 3 days between the buyers home closing and the Cartus closing. NOTE: Offers should not be contingent upon the buyer's home selling. Their contingent home must already be under contract.  
 Included                       Pending Receipt                       N/A

**Important Reminders:**

- Cartus accepts Digital Signatures from Adobe Sign, AppFiles, DocuSign, Dotloop, Authentisign, SkySlope (provider DigiSign), ZipLogix DigitalInk (provider Signix), eSignOnline, and cTME ONLY.
- There can be no changes or strikeouts on the Cartus Standard Addendum or SRED.
- There can be no personal property listed in the contract (ex: furniture, pool table, lawn mower, etc.)
- Closing and possession must occur on the same day.

103 Forest Wind Circle

Exclusions List

- Refrigerator, washer & dryer in Laundry Room
- Refrigerator in garage
- Outdoor planters, pots and bird bath
- Master bedroom curtains
- Hallway sconces
- Television & mounting bracket in family room
- Long wall mounted shelves in family room
- All wall mounted metal art
- Laundry room coat racks
- Master closet coat rack
- Wall mounted chair rack in garage

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Seller

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Buyer

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Buyer