



## RELOCATION ADDENDUM TO SALES CONTRACT

This Relocation Addendum to Sales Contract is attached and made part of the Contract of Sale for the property commonly known as: 2110 Shearn Street, Unit C1, Houston, TX 77007

**Offer and Pre-approval** \_\_\_\_\_ Contract of Sale cannot be executed by the Seller unless accompanied by a pre-approval lender letter confirming the Consumer/Buyer's ability to obtain financing sufficient to close the sale. No Contract of Sale will be deemed effective unless executed in writing by the Seller. Any offer or counter offer communicated or executed by a real estate broker or agent on behalf of Seller shall not be binding on Seller until confirmed in writing by authorized representative of Seller.

**Earnest Money** \_\_\_\_\_ It is agreed and understood that the Consumer/Buyer's earnest money deposit shall be made payable to the listing agency or other entity as mutually agreed upon by both Consumer/Buyer and Seller. In case of default of the Contract of Sale by Consumer/Buyer, it is expressly agreed that the earnest money deposit herein shall be paid to Seller as liquidated damages and the Contract of Sale shall be considered terminated. In the event of Seller's default, Consumer/Buyer's sole remedy shall be the right to the return of Consumer/Buyer's earnest money deposit and the Contract of Sale shall be considered terminated.

**Time of the Essence** \_\_\_\_\_ Consumer/Buyer and Seller agree that time is of the essence and Seller is not obligated to grant any extensions without prior written agreement. Seller will not be responsible for any expenses incurred by Consumer/Buyer as a result of any delay in the closing as a result of lender required Closing Disclosure delays, including but not limited to interim temporary housing, moving and storage fees, mortgage financing fees, etc.

**Inspections** \_\_\_\_\_ The Consumer/Buyer acknowledges that the decision to purchase is based solely upon the Consumer/Buyer's analysis of the property. Select one of the following by initialing the appropriate choice:

\_\_\_\_\_ Consumer/Buyer waives the right to obtain any additional inspection at Consumer/Buyer's expense and agrees to hold Seller, its employees and agents harmless from any subsequent consequences, which may result from Consumer/Buyer's election not to secure such additional inspections. Consumer/Buyer is advised that investigating the condition of the subject matter in a real estate purchase is always recommended.

\_\_\_\_\_ Consumer/Buyer and Seller agree that the Contract of Sale is contingent upon the following inspections to be completed at Consumer/Buyer's expense within five (5) business days of acceptance:

*(Enter Consumer/Buyer Inspections here)*

Within the inspection timeframe noted above, Consumer/Buyer shall, in writing, notify Seller of acceptance of the property's condition, or, accompanied by a copy of the inspection report(s), notify Seller of required repairs. Seller shall respond to Consumer/Buyer's proposal within three (3) business days of receipt. Seller reserves the right to accept, reject or counter the Consumer/Buyer's request. Extending the inspections and repair contingency period shall be upon mutual written consent of both

parties. Any additional inspections are solely at Consumer/Buyer or lender direction to satisfy their concerns as to the condition of the property.

**Hold Harmless Agreements and Credits** In the event Seller agrees to provide Consumer/Buyer with any closing credit, in lieu of any repair or condition issues raised by the Consumer/Buyer, Consumer/Buyer agrees that he or she shall sign a Hold Harmless Agreement releasing the Seller, prior owners of record, and Seller's agents and representatives from any liability related to the condition of the property. Consumer/Buyer further acknowledges that any closing credit must appear on the ALTA Settlement Statement/Closing Disclosure in order to be provided to the Consumer/Buyer, and it is Consumer/Buyer's responsibility to obtain any authorization as may be required by Consumer/Buyer's lender to allow for any credit to appear. Seller will take no action that is not in compliance with RESPA rules and regulations.

**Disclosures** Seller is a third party relocation firm assisting the former owner in the sale of this property. The former owner may have executed certain state or local required disclosure statements and Consumer/Buyer understands that neither Seller, nor any of its officers, employees or agents, has ever been in actual possession of the property. These disclosure statements do not constitute a representation of the Seller or Seller's agent(s) of the structural or physical condition of the property, and they are only provided for informational purposes. Consumer/Buyers must satisfy themselves with the property condition in accordance with the terms of the Contract of Sale.

Seller may have ordered certain property inspections listed below and those available are provided for Consumer/Buyer's review. Consumer/Buyer's signature below confirms receipt and acceptance of Seller's full disclosure. Caution: Consumer/Buyer acknowledges that certain inspection reports may be in process and are indicated below as PENDING. Said pending inspection reports will be delivered to Consumer/Buyer as soon as they are made available. By signing below, Consumer/Buyer agrees that additional inspection reports provided to Consumer/Buyer after Consumer/Buyer's acknowledgement will not be a condition of closing. **Such acknowledgement does not waive the Consumer/Buyer's right to have his own property condition inspections performed.**

*(Enter Seller Disclosures and Inspections Below)*

**Homeowner Property Disclosure Statement**

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**Warranties** The property is purchased in "AS IS" condition, as of the day of closing. The Consumer/Buyer acknowledges that neither Seller, nor any of its employees or agents has ever occupied the property. Seller makes no warranties, either implied or direct, as to the condition of the property or any material defects therein. Seller does not have knowledge of any existing conditions or inspections which pertain specifically to the property other than those revealed on the Homeowner Disclosure Statement and certain inspection report(s) obtained by Seller or Seller's representative. Said inspection report(s) are being provided to the Consumer/Buyer for Consumer/Buyer's information only and become a part of the Contract of Sale to which this rider is attached. Seller has not tested and makes no warranties, implied or direct, as to the Indoor Air Quality of the property, except as noted above.

**Personal Property** Seller makes no warranty regarding any personal property not commonly considered part of the Real Property including, but not limited to: free-standing hot tubs, above-ground swimming pools, appliances or other equipment. These are sold in "as is" condition as of the date of sale.

**Pro-rations** Tax pro-rations and assessments, if any, shall be based upon most recent tax bill of record. Consumer/Buyer and Seller agree that no further adjustments will be made after the date of closing. Consumer/Buyer agrees and is hereby on notice that any statements of taxes

due and payable after the day of closing are the responsibility of the Consumer/Buyer. Consumer/Buyer agrees to credit Seller for any fuel oil remaining, if any, based on a fuel oil reading by a fuel oil company. Any confirmed and levied special assessments, whether governmental or association based, or special service area fees, shall be prorated and paid current through the time of closing only. There will be no pro-rations provided for future unconfirmed or impending special assessments or special service area fees, as of the date of closing. Settlement shall be final and this provision shall survive delivery of the deed.

**Title and Closing** Tenet Relocation Services will not provide a policy of title insurance to Consumer/Buyer at Seller's expense unless the subject property is in a jurisdiction where it is customary for a Seller of residential property to do so and, in that event, Tenet Relocation Services reserves the right to select the title insurer/agent. Notwithstanding the foregoing, Consumer/Buyer acknowledges that Consumer/Buyer is not required to purchase settlement services, including title insurance, from any particular company as a condition of sale. Tenet Relocation Services has already completed preliminary title work on the subject property through Seller's representative.

Closing Office: Global American Title  
 Shelley Dugan  
 14841 North Dallas Parkway  
 Suite 115  
 Dallas, TX 75254  
 (972) 543-8408  
 Closings@Globaltitle.com

**Final Walk Through Prior to Closing** Consumer/Buyer is advised to do a preliminary walk through of the property 7-10 days prior to closing. A final walk through immediately prior to closing may be done to confirm that any walk through issues raised as a result of preliminary walk through have been addressed. Consumer/Buyer is aware that walk through issues will NOT be addressed at the time of closing. This policy is to insure compliance with all Consumer Disclosure requirements (effective or not) in Seller's efforts to avoid any closing delays.

**General Provisions**

- If any provisions of this Addendum conflict in whole or in part with the terms of the Contract of Sale, the provisions of the Addendum shall control.
- The Contract of Sale is contingent upon Seller becoming contractual owner of the subject property prior to closing.
- Any Contract of Sale provisions related to mediation, arbitration, specific performance or other remedies in law or in equity shall be deemed stricken.
- Seller does not participate in 1031 exchange transactions.

Consumer/Buyer(s):

Seller:

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

Selling Agent:

Listing Agent:

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date