**Controlled Business Disclosure, Hold Harmless and As Is – Where Is Addendum**

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State \_\_\_\_\_\_\_

Buyer is purchasing the property in its **“EXISTING CONDITION”, WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE.** Buyer acknowledges for buyer and buyer’s successors, heirsand assignees, that buyer has been given \_\_\_\_\_\_ days to inspect and investigate the property and allimprovements thereon, either independently or through agents of buyer’s choosing at buyer’s expense and thatin purchasing the property, Buyer is not relying on Seller or Seller’s Agent, as to the condition of the propertyand/or any improvements thereon, including but not necessarily limited to, ALL EXISTING WINDOW

COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, FOUNDATION, SOILS AND GEOLOGY, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, OR THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL CODES OR ORDINANCES. Buyer also acknowledges that the Seller makes no promises, guarantees, representations or warranties, either expressed or implied, as to the present or future market value of the subject property, encroachments, easements or profitability nor the presence or absence of any hazardous or toxic substances or contamination including but not limited to: radon, lead, electromagnetic radiation, mold, mildew, microscopic organisms, lead paint, fuel oil, allergens or asbestos, whether known or unknown and whether or not such defects or conditions were discoverable through inspection.

Buyer and Seller both waive the right to Seller’s disclosure form, if applicable.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. BUYER(S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AUTHORITY FOR INTENDED USE AND HOLDS SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER(S) INTENDED USE.

Buyer(s) further states that they are relying solely upon their own inspections of subject property and not upon any representation made to them by any person whomsoever, and is purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, repairs or future obligations of any nature whatsoever.

Any report(s) that is required by the Buyer’s Lender is to be the sole responsibility of the Buyer. Buyer shall neither make nor cause to be made: (i) invasive or destructive investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform order or otherwise cause any repair(s) and/or work to be done on the property prior to closing.

When visiting or inspecting the property, Buyer’s and Buyer’s Representative enter the premises at their own risk, and Seller shall not be liable for any injuries, or damage suffered or incurred, to any Buyer’s or Buyer’s Representatives person or personal property, as a result of such entry.

The undersigned, Buyer, acting personally and for their representatives, affiliates and or organization if any each hereby agrees to defend, indemnify, and hold harmless Investors Rehab, Inc., Neighborhood Housing Group, LLC, Neighborhood Housing Properties, LLC, The Goins Group LLC, , and any parent or affiliate and all shareholders, employees, officers and directors from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorney’s fees, of any nature whatsoever that any such, buyer and or their affiliate, representative or organization may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of, any buyer or their affiliate, representative or organization in connection with this transaction.

**Information given to the Buyer may not have been verified by the Seller and is not guaranteed to be accurate. The Buyer should not rely on such information in deciding to purchase property. It is the Buyers responsibility to conduct his own inspections to verify any information, including square footage, provided to him. Should the Buyer rely on advice or representations made by Seller in deciding to purchase said property, Buyer is doing so at his own risk.**

It is the policy of the Seller to make no promises, guarantees, representations or warranties, either expressed or implied. If any expressed or implied promises, guarantees, representations or warranties were made, they should be disregarded.

Seller recommends that Purchaser obtain a survey and plat of the property.

Any loan application fees, appraisal fees, credit report fees, inspection fees, surveys or legal fees incurred or paid for by the Purchaser are incurred or paid at the risk of the Purchaser and may not be refundable.

Seller cannot warrant or guarantee that the property, the transaction and/or borrower is financeable now or in the future.

Seller acknowledges they are buying or have recently bought this property in its “As Is” condition without representation or warranties, and without personal inspection, and are relying on third parties to inspect and appraise the property, and investment as a whole.

The contract is subject to the Seller being able to acquire the property, if not closed yet.

Buyer expressly waives the remedy of specific performance in the event seller is unable to convey title.

Buyer waives right to record a lis pendens against the property or to record the agreement or memorandum thereof in the real property records.

Buyer waives right to invoke any other equitable remedy that may be available that, if invoked, would prevent the Seller from conveying the property to a third party buyer.

Seller reserves the right to continue to offer Property for sale until this offer has been formally accepted in writing and all contingencies removed in writing.

Buyer **ACKNOWLEDGES** that since the exact figures for property taxes may be unknown at this time, we understand that the tax Proration’s on the settlement statement may be based on estimates or the prior year’s taxes. In the event that taxes were paid for the preceding year on unimproved basis, the Proration’s are based on estimates for the current year. In the event that taxes for the preceding year were paid on improved basis and the exact current tax amounts are unavailable, Proration’s are based on amounts for the preceding year. It is understood that there **WILL BE NO ADJUSTMENTS** made between seller and purchaser after closing. We do further agree that Proration’s as reflected on the attached settlement statement are acceptable, and by signature hereon each party agrees to hold each other harmless from any tax or other adjustments in the future.

Inspection examinations, certifications, appraisals, research, closings, repair estimates, repairs or other services may be performed by vendors or contractors selected or recommended by Seller as a convenience to the parties. Buyer agrees to hold harmless the Sellers as to the performance or non-performance and costs of such vendors or contractors and is using such vendor or information obtained by such vendors at their own risk.

The undersigned agrees that they have the full authority to execute this document personally and for any organization they represent or will represent. By signing you agree that you have read, understand and have the full power and authority to enter into this legal agreement. If you do not understand this document please seek legal counsel prior to signing. The undersigned acknowledges receipt of a copy of this document.

In the event there is any conflict between this addendum and the contract, the terms of this addendum take precedence and shall prevail, except as otherwise provided by applicable law.

The **CLOSING OF THIS TRANSACTION** shall constitute as acknowledgment by the Buyer(s) that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT “AS IS” CONDITION BASED SOLELY ON BUYER’S OWN INSPECTION.**

In the event that any provision, clause, sentence, section or other part of the Agreement, contract or addendum is held to be invalid, illegal, inapplicable, void or unenforceable in law to any person or circumstance, it is the intentions of the parties that the balance of the Agreement shall nevertheless remain in full force and effect.

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