



RIDER TO PURCHASE AGREEMENT

Property Address:	
CapRelo File Number:	

This Rider to Purchase Agreement ("Rider") is attached to and incorporated in the Purchase Agreement ("Agreement") between Capital Relocation Services, LLC ("CapRelo") as seller (hereinafter "Seller" OR "CapRelo") and _____ as buyer (hereinafter "Buyer", the singular including the plural) with respect to the land, buildings, improvements and contents (e.g., fixtures, appliances, etc.) located at , _____ (the "Property").

In the event that any conflict between the provisions of this Rider and the Agreement, any addenda or riders appended to the Agreement or modifications of the Agreement, this Rider shall control.

1. 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 ownership of the Property through a contract with the individual being relocated upon terms satisfactory to that individual and Seller, on or before the closing date set forth below. If Seller does not acquire ownership, authority and/or obtain marketable title on or before the closing date, the Agreement, including this Rider, may be deemed null and void at the Seller's option. 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.

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, if available, tests and inspections, condition reports and most recent owner's seller disclosure statement(s) provided to the Buyer. The Property being sold and purchased is not new and is sold "as-is" in its present condition with all faults (if any). 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, the need for or failure to obtain any permits or certificate of occupancies, the flood zone determination of the Property, 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 being conveyed pursuant to the Agreement, except as follows, and these exceptions shall not be considered as conclusive:



3. Disclosures – Tests – Inspections

CapRelo herewith provides Buyer with a copy of *Seller's Disclosure Statement* completed by the most recent owners/occupants of the Property from whom CapRelo acquired, or will acquire, the Property. Buyer acknowledges receipt of same by initialing below. CapRelo makes no representations and is held harmless as to the accuracy or the conclusiveness of these statements. CapRelo 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/Test(s)/Inspections:	Document Date	Check if N/A	Buyer(s) Initials
CapRelo Homeowner Disclosure		☐	
Local/State Seller(s) Disclosure		☐	
Lead Paint		☐	
General Home Inspection		☐	
Radon Warranty		☐	
Radon Inspection		☐	
Termite/Pest		☐	
Well		☐	
Water Quality		☐	
Septic		☐	
Pool		☐	
Sprinkler		☐	
Other (indicate):		☐	

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 AND MAY INVESTIGATE THE SUBJECT MATTER OF THE DOCUMENTS.

Unless specifically noted in the Disclosure Documents, Seller has no knowledge concerning the presence of radon gas, asbestos, mold, 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 radon gas, asbestos, mold or other toxic or hazardous substances.

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.

4. Buyer's Duty to Inspect/Test

Although the Property is being sold "as-is" in its present condition with all faults, if any, if the Agreement provides for an inspection contingency, then the 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, mold, 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.

Buyer agrees to indemnify and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, agents, predecessors (including, without limitation, prior or current owners of the Property), vendors, contractors, closing agent, successors, assigns and clients (hereinafter throughout this Rider collectively, "Released Parties") from all claims, damages, liabilities, and expenses arising in connection with inspections made by Buyer, Buyer's heirs, assigns, vendors, agents or contractors, prior to closing and to repair any and all damages caused by its inspectors, inspections or tests.

Any and all inspections and tests conducted on Buyer's behalf with 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. Buyer's failure to provide Seller with a copy of the inspection reports and reported defects within this seven (7) day period 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 five (5) days from the date Seller receives Buyer's written notice of any defects, to advise Buyer or Buyer's agent, in writing, that Seller will 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 this Agreement and this Rider; (in the case of lead-based paint and/or remediation of lead-based paint hazards, Seller may provide Buyer with a certificate from a risk assessor or inspector demonstrating that the condition has been remedied before the closing); or
- b) Provide a credit to Buyer in an amount agreed to by the Buyer and Seller at the closing in lieu of making the repair(s), in which event Buyer agrees to consummate the purchase transaction according to the



terms of the Agreement and this Rider and to release Released Parties from any liability or obligation related to the condition of the Property; 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 three (3) days after receipt of Seller's notice of its election to terminate. Should Seller fail to respond within three (3) 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.

Buyer shall have the right to conduct a final walk thru of the Property no later than seventy-two (72) hours prior to settlement 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 so notify Seller as a result of said walk thru of any deterioration.

5. 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 and final 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 and all claims 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.

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 Released Parties from any and all claims, damages, liabilities, and expenses (including attorney's fees) whether now or hereafter known, which Buyer has or may hereafter have against Released Parties. Buyer releases and indemnifies Released Parties 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 heirs, dependents or invitees. This provision shall survive delivery of the Deed and closing.

7. 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 the Seller will not be binding unless ratified in writing by Seller.

8. 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 expenses whatsoever to render title marketable or insurable. In the event the defect is one which will require in excess of sixty (60) days to correct, Seller will notify Buyer and Buyer may terminate the Agreement, receive a refund of the earnest money deposit and release the 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 the title insurer/agent. The parties acknowledge that CapRelo has retained Associated Attorney Title & Closing Company, P.C. (AATC) (1-800-678-0174) to represent its interests with respect to title and settlement of the subject Property. AATC has already obtained a title search and a title insurance commitment on the Property has been issued. To the extent the Seller is, by contract or custom, obligated to pay for title and closing services or title insurance policies, AATC shall be solely responsible for selecting, managing and choosing the provider of said services. Notwithstanding the foregoing, Buyer acknowledges that Buyer is not required to purchase settlement services, including title insurance, from any particular company as a condition of sale.

CapRelo may, at its option, deliver title either by Deed directly from the record owner(s) or by Deed executed by CapRelo or by RAC Closing Services LLC, an entity holding title on its behalf. RAC Closing Services, LLC shall have no direct or indirect liability for any covenants, obligations or undertaking of Seller under this Agreement. Title will be conveyed by Deed customary in the marketplace but with limited warranties of title.

9. Tax Proration

Except as otherwise provided herein, prorations for "Taxes" (defined as general or "ad valorem" property taxes, supplemental and special taxes, personal property taxes, special assessments, utilities, water, sewer and similar items of whatsoever type and nature) will be calculated in accordance with local custom and shall be based upon the most recent tax bill available for the Property. Buyer and Seller agree that no further adjustments will be made after the Closing Date, except that Buyer shall refund Seller any duplicate payments made by Seller. Should Seller over pay or duplicate any tax or utility payments for any reason and where Buyer shall rightfully owe such duplicate payments after the closing date, then Buyer agrees to promptly refund to Seller all duplicate payments remitted by the Seller to the tax office, utility company or other closing entity. This provision shall survive delivery of the Deed and the closing.

10. Closing

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.

The closing shall occur on or before _____ with **Time Being of The Essence**. Failure of either party at any time to require performance by the other party of any provision of the Agreement or this Rider shall not be deemed a continuing waiver of that or any other provision. Except for a delay occasioned



by the Closing Disclosure Rule, and/or absent a signed extension agreement approving and authorizing an extension for performance, the Buyer agrees to close this transaction on the closing date set forth in the agreement or the Seller may implement a delay in closing charge of 1.5% of the sales price to be charged to the Buyer per month, pro-rated on a daily basis for each day the closing is delayed. This clause cannot be waived without CapRelo's written consent.

If Seller has agreed to credit Buyer monies at closing, any such credit will not exceed an amount acceptable to Buyer's lender and said credit amount must be shown on the final Closing Disclosure or Closing Statement. If Seller has agreed to pay a contractor a direct payment at closing for work that has been completed or will be completed in the future, then neither Seller nor any of the Released Parties will be liable for any failure or fault whatsoever in connection with a contractors'/payees' performance or lack thereof. Buyer will execute, prior to or at closing, a release, hold harmless and indemnification with respect to repair credits, walk through credits and/or inspection items in favor of Seller and Released Parties.

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.

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 or access the Property prior to closing and funding.

11. Dispute Resolution

Notwithstanding anything contained in the Agreement to the contrary, Seller expressly rejects all mediation, arbitration and other alternative dispute resolution procedures. Any provisions in the Agreement requiring such procedures 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 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 of 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 shall survive closing.

14. Assignment/Modifications

The Agreement and this Rider may not be assigned by Buyer unless Seller gives prior written consent. Any modification of the Agreement or this Rider must be made in writing and executed by both Buyer and Seller.

15. 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 the Seller as liquidated damages, and not as a penalty, to defray carrying costs and lost marketing time.

16. 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.

17. 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, but not limited to, 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 performance under this Agreement and/or make such performance impractical and/or impossible. If an Excused Event occurs to the Seller, then the Seller shall provide notice to the Buyer of such Excused Event as soon as practical and the Seller shall have the option of, in Seller's sole and exclusive discretion:

- a) Delaying Seller's performance and obligations hereunder, including but not limited to, delaying the closing date, and notifying the Buyer of the anticipated additional time needed in order to perform Seller's obligations pursuant to this Agreement; or
- b) Terminating this Agreement. In the event of termination, the Seller's only obligation shall be to return the deposit funds to the Buyer.

In the event the Seller chooses to extend this Agreement pursuant to section A, above, and if the continuation of the Excused Event would make Seller's performance impractical and/or impossible, the Seller, in its sole and exclusive discretion, may then elect to terminate this Agreement.

In the event Seller terminates this Agreement, 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.

18. Special Provisions/Other Conditions

Notwithstanding anything to the contrary in the attached Agreement:

- a) The Effective date of the Agreement and this Rider shall be the date that the Seller signs this Rider.



- b) All personal property that conveys with the Property is sold “as is” and “where is” and has no value.
- c) Seller shall not make any payment related to any closing date delays.
- d) MLS information/items are not representations or warranties by the Seller and are not part of this Agreement unless expressly stated in the Agreement or this Rider.
- e) Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, app ad applications, routers, wireless routers, wireless networks, “WiFi” technology and equipment, automated or smart lighting controls, wireless or network 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 agreement.
- f) Buyer assumes all responsibility for transferring administrative and other control for any/all smart home internet connected devices if any such devices are specifically included.
- g) _____

19. Survival of Closing

Except as set forth herein, no agreements, whether written, oral or implied, shall survive the closing of this transaction.

Buyer(s):

Signature: _____ Date _____

Signature: _____ Date _____

Capital Relocation Services, LLC (CapRelo):

by : _____ Date _____