

BUYER EXHIBIT TO AGREEMENT
EXHIBIT “ ”

This Exhibit is part of the Agreement with an Offer date of _____, for the Purchase and Sale of that certain Property known as: _____.

(NOTE: The following language is furnished by the parties and is particular to this transaction)

- 1) **COORDINATION WITH AGREEMENT:** If any of the following terms or provisions conflict with any terms or provisions of the Purchase and Sale Agreement, this exhibit shall control. Buyer and Seller both agree to the terms of the Purchase and Sale Agreement.
- 2) **APPRAISAL:** The Purchase and Sale Agreement is contingent upon the Property appraising at a price equal to or exceeding the Purchase Price. If the Property appraises for less than the Purchase Price, Buyer, within three (3) days of the receipt of the appraised value, may have the right to declare this contract null and void and shall immediately receive a full refund of Earnest Money.
- 3) **SELLERS PROPERTY DISCLOSURE:** In the event that the Seller's Property Disclosure Statement is not attached according to Paragraph 8 of the Purchase and Sale Agreement, Seller shall provide said Property Disclosure to Buyer no later than two (2) calendar days from the binding agreement date. In the event Seller fails to provide said Property disclosure statement the manner provided herein or said Property disclosure statement discloses conditions which are unacceptable to Buyer, then Buyer may terminate the Purchase and Sale Agreement by giving Seller written notice thereof within four (4) calendar days from binding agreement date, in which case Holder shall immediately return the Earnest Money to Buyer. In the event Buyer fails to provide said written notice, Buyer waives the right to terminate the Purchase and Sale Agreement in accordance with this paragraph.
- 4) **TERMITE & PEST REPAIR:** In accordance to paragraph 9.C of the Purchase & Sale Agreement, should Buyer's inspection report(s) reveal active infestation by termites, infiltrating pests/insects, or other wood destroying organisms or damage caused by termites, infiltrating pests/insects, and any other wood destroying organisms, Seller agrees to correct said issues by using a licensed contractor to make the necessary corrections and/or repairs prior to closing. Seller shall provide Buyer with a receipt indicating the corrections and/or repairs have been addressed and completed no later than 48 hours prior to closing. If the limited financing contingency or inspection periods have expired, Buyer maintains the right to terminate the Purchase and Sale Agreement by giving notification to Seller prior to closing that the Seller has not met their obligations under this paragraph, in which case, Holder shall refund all Earnest Money to Buyer within five (5) calendar days of Buyer's notification to terminate the Purchase and Sale Agreement pursuant to this paragraph.
- 5) **PERSONAL PROPERTY:** The following items shall remain with Property at no cost to Buyers: All window treatments and attached hardware (unless excluded in special stipulations or seller's disclosure); any and all ceiling fans and light fixtures; all built in appliances; any and all garage door openers and remote controls; any and all fireplace gas logs. In addition, the following items (if any) shall remain: _____.
- 6) **HOME WARRANTY PROGRAM:** Will be provided on this Property: YES: NO: If provided the warranty company is: _____ Cost is not to exceed _____ Premium to be paid at closing by Seller _____, Buyer _____, Other: _____ Any add-ons or options to the basic Home Buyer's warranty shall be paid for by the Seller _____, Buyer _____, Other _____. Initiating agent of the warranty shall be: _____.
- 7) **SURVEY:** Will be provided on this Property Yes No Survey cost to be paid at closing by Seller _____ Buyer _____. Survey to be ordered by: _____.
- 8) **FINAL WALK-THROUGH/ POSSESSION:** Buyer shall have the option for final walk-through of the Property within twenty-four hours (24 hours) of the closing date to ascertain that the Property has been maintained in the same condition as of the date of the Purchase and Sale Agreement (excluding normal wear and tear) and that any inspection amendment repairs have been properly completed. Seller to leave home in at least broom-clean condition with all debris removed from Property prior to Buyer's possession.
- 9) **CLOSING ATTORNEY:** Unless otherwise stated in special stipulations, Buyer shall select the Closing Attorney for this transaction from lenders approved list of attorneys.
- 10) **BINDING AGREEMENT DATE & FAX SIGNATURES:** For the purpose of the time limits specified in this Agreement, the binding agreement date shall be the starting point, and on all deadlines contained herein the date and time of this binding agreement date shall control. All parties agree that fax signatures/initials are legal and binding if obtained in compliance with Paragraph 18 of the Purchase and Sale Agreement.

- 11) **CLOSING COSTS:** In addition to the closing costs listed in Paragraph 5 of the Purchase and Sale Agreement, Buyer may use any unallocated contribution for survey costs, additional inspections, HOA dues, tax prorations, additional discount points and/or extend the first payment date and treat the additional interest and escrows as prepaids if the lender allows, until the total amount of costs that the Seller has agreed to pay has been allocated.
- 12) **BUYER DEFAULT:** Seller agrees that in the event of Buyer default, the amount of the Earnest Money shall be deemed full and liquidated damages and the Seller will not pursue any other available remedies at law.
- 13) **EXCEPTIONS TO BUYER DEFAULT:** The Buyer will not be deemed in default of the Purchase and Sale Agreement and the Buyer reserves the right to terminate the Purchase and Sale Agreement and receive an immediate full refund of the Earnest Money after supplying to the Seller proof of any of the following reasons:
 - a. Buyer loses employment;
 - b. Increase of interest rate whereby Buyer may no longer obtain the loan described in Paragraph 6 of the Purchase and Sale Agreement;
 - c. Death of an immediate family member;
 - d. Divorce of any party referred to as a Buyer under the Purchase and Sale Agreement;
 - e. If Buyer uses Seller’s preferred lender and Buyer is denied the loan.
 - f. If the lender holding the Buyer’s loan application (either chosen by Buyer or Buyer’s mortgage broker) discontinues approving or funding loans during the contract period.
- 14) **DOCUMENTS:** Seller shall provide Buyer copies of all governing CCR’s (covenants, conditions, & restrictions), association assessment exhibit, and any information pertaining to assessments whether current or pending within 48 hours of binding agreement date. In the event Seller fails to provide said documents in a timely manner or said documents discloses covenants, conditions, restrictions or current/pending assessments which are unacceptable to Buyer, then Buyer may terminate the Purchase and Sale Agreement by giving Seller notice thereof within four (4) calendar days from receipt of the documentation, in which case Holder shall immediately return the Earnest Money to Buyer. In the event Buyer fails to provide said written notice, Buyer waives the right to terminate the Purchase and Sale Agreement in accordance with this paragraph.
- 15) **NOTIFICATION:** All parties to the Purchase and Sale Agreement understand that The Robinson Realty Group does not recognize email as a form of notification.

Selling Broker’s (or Affiliated Licensee’s) Initials_____ Buyer’s Initials_____

Listing Broker’s (or Affiliated Licensee’s) Initials_____ Seller’s Initials_____