

RIDER A TO CONTRACT (SELLER REPS)

This **Rider A (Seller Reps)** is attached to and made part of the Purchase and Sale Contract ("**Contract**") by and between the undersigned Seller and Buyer. Capitalized terms used in this Rider A not otherwise defined herein shall have the meaning ascribed to such terms in the Contract. Seller and Buyer are sometimes collectively referred to herein as the "**Parties**".

1. **Seller's Representations and Warranties**. Seller makes no representations or warranties of any kind, express or implied, regarding the Property, its condition, quality, suitability, fitness, habitability, value, title, zoning, compliance with laws, environmental matters, or any other aspect of the Property. Buyer acknowledges that Buyer has conducted, will conduct or has waived any inspections, investigations, tests, surveys, or inquiries that Buyer deems necessary or advisable to satisfy Buyer's due diligence regarding the Property. On the Closing date, Buyer hereby shall be deemed to have waived, released and forever discharged Seller, Seller's employees, affiliates and brokers (and their respective agents and representatives) from and against any and all claims, losses, damages, and liabilities of any kind whether at law or in equity.

2. **Seller's Disclosure**. If required in the state where the Property is located, Seller has provided Buyer with a disclosure statement regarding the Property as required by law (the "**Disclosure Statement**"). Buyer acknowledges that the Disclosure Statement is based on Seller's limited knowledge of the Property and does not constitute a warranty or guarantee of any kind. Buyer agrees that Seller shall not be liable for any errors, omissions, inaccuracies, or incompleteness in the Disclosure Statement, or for any changes in the condition of the Property after the date of the Disclosure Statement. If no such disclosure is required in the state where the Property is located, then Buyer acknowledges that Seller has limited knowledge of the Property and Buyer agrees that Seller shall not be liable for any errors, omissions, inaccuracies, or incompleteness for any item in the Contract, or for any changes in the condition of the Property after the date of the Contract.

3. **Seller's Indemnification**. Buyer agrees to indemnify, defend, and hold harmless Seller and its affiliates, agents, employees, successors, and assigns from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the Property, the Contract, or the transaction contemplated by the Contract, including, without limitation, any claims for breach of contract, fraud, misrepresentation, negligence, nuisance, trespass, environmental contamination, personal injury, property damage, or violation of any law or regulation.

4. **Seller's Limitation of Liability**. In no event shall Seller be liable to Buyer or any third party for any consequential, incidental, indirect, special, punitive, or exemplary damages, or for any loss of profits, revenue, business, or goodwill, arising from or related to the Property, the Contract, or the transaction contemplated by the Contract, regardless of the theory of liability, whether in law or in equity, by contract, tort, or otherwise, and even if Seller has been advised of the possibility of such damages.

5. **Seller's Disclaimer of Reliance**. Buyer acknowledges that Buyer has not relied on any statement, representation, warranty, or information (whether written or oral) made or provided by Seller or its affiliates, agents, brokers, employees, successors, or assigns, other than as expressly set forth in the Contract and this Rider. Buyer waives any right to rescind, cancel, terminate, or modify the Contract or to seek any remedy or relief based on any such statement, representation, warranty, or information, or on any mistake, error, omission, ambiguity, or inconsistency in the Contract or this rider.

6. **Special Warranty Deed**. Regardless of local practice, Seller shall provide to Buyer at closing a Special or Limited Warranty Deed or its local equivalent. Under no circumstances shall Seller be required to deliver any form of deed which grants a general warranty of title. Buyer acknowledges that Buyer is obtaining an Owner's Policy of Title Insurance and Buyer shall look solely to the title company issuing such title policy for any title defect claim and Buyer agrees to indemnify, defend and hold Seller harmless for any defect in title to the Property.

7. **Keys**. Buyer acknowledges that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Buyer. The Buyer also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Buyer is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, the Buyer will be responsible for any re-keying of the exterior doors to the Property after the closing and at the Buyer's

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expense. The Buyer acknowledges and agrees that the Seller will not be responsible for unauthorized access to the Property after closing.

8. **Transfer of Utilities.** Buyer shall be responsible for transferring of all utilities on the Property immediately after acquiring title to the Property. In the event Seller incurs any utility charges for the date of Closing or any period thereafter, Buyer hereby agrees to immediately reimburse Seller after written request from Seller.

9. **American Rule.** Notwithstanding anything contained in the Contract to the contrary, Buyer and Seller each agree that in the event of a dispute between Seller and Buyer, each party: (i) agrees it shall be responsible for its own costs and expenses of enforcement including, but not limited to, attorney’s fees and court costs, (ii) hereby waives the right to trial by jury, (iii) agrees that any dispute shall be governed by the laws of the State of Delaware (without regard to any jurisdictions’ choice of law provisions), and (iv) that any dispute may be adjudicated in the county and state where the Property is located.

10. **Survey.** To the best of Seller's knowledge, Seller did not obtain a survey when it acquired the Property. Buyer may obtain a new survey at Buyer's sole cost and expense. Seller hereby disclaims any liability for issues which could have been raised by a survey.

11. **Consideration.** Buyer hereby acknowledges and agrees that the conditions and limitations contained in this Rider are a material inducement to Seller to execute the Contract and sell the Property to Buyer. Seller's maximum liability to Buyer or any third party for any reason whatsoever shall not exceed the purchase price paid by Buyer for the Property.

12. **Survival.** All of the covenants, conditions and obligations contained herein shall survive the closing and delivery of the deed.

13. **Entire Agreement.** The Contract and this Rider sets forth the entire agreement and understanding between the Parties relating to the Property and supersedes all prior discussions between the Parties. No modification of or amendment to this Rider, nor any waiver of any rights under this Rider will be effective unless in writing signed by the party to be charged.

This Rider A (Seller Reps) is attached to the Contract by and between the Seller and Buyer as of

_____.

Buyer Acceptance:

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Seller Acceptance:

Signature: _____ Date: _____

Print Name: _____