



### OFFER CHECKLIST FOR BROKERS/AGENTS

**Please use this checklist to ensure your offer is complete BEFORE sending the offer to SIRVA. Incomplete offers will cause a delay in SIRVA's review and acceptance of the offer!**

- ☐ The transferees are to fully negotiate the terms of the offer following the guidelines below, but **ARE NOT TO SIGN ANY SALES AGREEMENTS OR ADDENDA!** All purchasers should know that all final agreements must be reviewed, accepted and executed **by SIRVA**.
- ☐ **Purchase Agreement** signed by purchaser with SIRVA Relocation LLC named as the sole Seller and the signer of this contract.

**PLEASE NOTE:** SIRVA will **not** accept any offer that is contingent on the SALE of the purchaser's home. SIRVA will only accept offers contingent on the CLOSE of the purchasers' home. Contingent offers must be accompanied by the following **two** requirements: **(1)** a copy of the purchaser's executed purchase agreement for their property, and **(2)** proof of their purchaser's financing.

**The following 2 relocation contingency clauses MUST be included, as written, into every Purchase Agreement:**

- ☐ "Contingent upon SIRVA Relocation LLC being able to deliver good and marketable title to the property."
- ☐ "Contingent upon the Purchaser signing SIRVA Relocation LLC's Rider to Sales Agreement, Addenda and Releases (collectively "Addenda") to be made part of and attached to this Agreement."

**The following SIRVA Addenda and Disclosures MUST be executed by the purchaser and provided to SIRVA, BEFORE the offer will be considered complete for SIRVA's review:**

- ☐ **SIRVA Rider to Sales Agreement** -- signed, initialed and dated by purchaser.  
  
**Note:** Page #2 of the Rider **does** need to be completed **at the time of the offer**, unless inspections have previously been conducted, provided and acknowledged by purchaser. The Grid on Page #2 should be initialed by the purchaser to indicate which inspections/disclosures have been received from the Seller at the time of the offer. Please return the entire fully executed and initialed Rider. (This Grid must be updated by the purchaser if reports are disclosed at a later time.)
- ☐ **Indoor Air Quality Disclosure (attached)** - Initialed
- ☐ **Notice of Affiliated Business Arrangements (attached)** - Signed and dated by the purchaser.

- ☐ **SIRVA Property Disclosure** -- Signed, initialed, and dated by the purchaser.
- ☐ **Lead-based Paint Disclosure** (if necessary) –signed, initialed, and dated by the purchaser.
- ☐ **A copy of any local disclosure forms** (as completed by the homeowner) –Signed, initialed, and dated by the purchaser.
- ☐ **A SIRVA Stamped copy of any local disclosure forms** -- Signed, initialed, and dated by the purchaser.
- ☐ **Closing Agent Selection Agreement**- Signed and dated by the purchaser.

The following items must be provided prior to offer acceptance:

- ☐ **Copy of earnest money check with proof of escrow deposit and funds availability to SIRVA, within 24 hours of contract execution. (Do not send the actual check to SIRVA.)**

Please Note: Our business practice is to require at least 2% of the purchase price in earnest money.

- ☐ **Copy of Purchaser's mortgage loan approval, unless purchaser has applied through SIRVA Mortgage. (Purchaser's mortgage loan approval MUST state that "income, assets, and credit have been verified" in order for SIRVA to sign the offer.)**
- ☒ **SIRVA Buyer Information Form** completely filled out
- ☐ **SIRVA Privacy Policy** to be provided to the buyer's agent for disclosure purposes. (No signature is required.)

The following additional documents will also be required, prior to closing:

- ☐ **NOTICE OF COMPLETION AND ACCEPTANCE OF REPAIRS.** (To be executed upon completion / resolution of repair issues and removal of inspection contingency.)

**Please Note:** *NO closing may conclude and possession/keys may not be granted until this form is properly filled in, executed, and returned to SIRVA for review. This Notice **may not** be altered without written agreement by all parties.*

SIRVA Relocation will sign original contracts **or** faxed contracts, **BUT NOT BOTH**. Once price, terms and conditions have been agreed upon by the Transferee and SIRVA, please contact SIRVA Relocation to advise if you would prefer SIRVA to sign a faxed copy **or** the original Purchase Agreement. If you chose to overnight the original, please overnight the **entire** finalized contract to the following address:

**SIRVA Relocation LLC  
3300 Fernbrook Lane, Suite 300  
Plymouth, MN 55447  
Attn: Peter Wyatt**



Transferee ID: 251013  
Authorization ID: 891852

**Addendum to Purchase Agreement  
Closing Agent Selection Agreement**

BUYER(S) INITIAL(S)

|  |  |
|--|--|
|  |  |
|--|--|

**IMPORTANT: By initialing above and signing this form, the Buyer acknowledges, understands, and agrees that SIRVA Settlement, Inc. or its assignee:**

Stewart Title of Wisconsin  
1000 W Wisconsin Avenue  
Suite 7  
Appleton, WI 54914  
Phone: 920-830-0110/Fax: 920-830-0112

**will manage the escrow and closing process and Stewart Title will underwrite the title insurance policy(ies).** The closing will take place at a location mutually agreed upon by the Seller and the Buyer. Stewart Title of Wisconsin has the authority to select a location on behalf of the Seller. **The Buyer further agrees to inform Buyer's agent and mortgage lender of this agreement and provide both agent and lender a copy of this Agreement.**

A title exam and commitment have been or will be obtained by the Seller through **SIRVA Settlement, Inc. or its assignee, Stewart will underwrite the title insurance policy(ies).** and the Seller will provide such to the Buyer.

The parties agree that SIRVA Settlement, Inc., on behalf of Seller, has and maintains the right to re-assign the title, escrow and closing agent in its sole discretion.

The parties commit to provide the lender information and any other pertinent details needed to facilitate a timely closing through **SIRVA Settlement, Inc. or its assignee, Stewart Title of Wisconsin.**

Title insurance, closing and escrow charges will be paid by the parties in accordance with the normal and customary split of charges for the area, or as specified in the Purchase Agreement for the Property referenced below. Any additional title exams including those required by Buyer's lender (other than an update of the Seller's title exam prior to closing) shall be paid for by the Buyer.

***Buyer acknowledges that (s)he has been advised that SIRVA Settlement, Inc. is an affiliated entity to Seller and Buyer has received and read a Notice of Affiliated Business Arrangements disclosure.***

In the event of any disagreements or conflicts between the terms of this Agreement and the Purchase Agreement and/or other Riders or Addenda, **this Agreement shall conclusively govern.**

Property Address: **E7098 680TH AVE  
MENOMONIE, WI 54751--501**

**SELLER**

SIRVA RELOCATION LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER(S)**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



One Parkview Plaza  
17W110 22<sup>nd</sup> Street, 4th Floor  
Oakbrook Terrace, IL 60181  
630-570-3047  
[www.SIRVA.com](http://www.SIRVA.com)

Date: 3/6/2014  
Reference #:251013

#### **NOTICE OF AFFILIATED BUSINESS ARRANGEMENTS**

In connection with the sale or refinance of your current home, or the purchase of a new home, it may be necessary for you to obtain certain settlement services including mortgage, real estate brokerage and/or title agency/closing services. When you are selecting a provider of these services, please be advised that the companies listed below are all affiliated as part of the SIRVA family of companies. SIRVA is pleased to recommend its affiliated companies for your consideration in the use of any such services.

##### **Affiliated Settlement Service Companies\***

**SIRVA Mortgage, Inc.** (Mortgage Lender)  
**DJK Residential, LLC** (Real Estate Broker)  
**SIRVA Settlement, Inc.** (Title Agency)

**SIRVA Relocation LLC** (Real Estate Broker)  
**SIRVA Settlement of Alabama, Inc.** (Title Agent)

You are receiving this notice because at least one the SIRVA affiliated companies is referring you to one or more of the other of SIRVA companies listed above. Please note that each member of the SIRVA family of companies has a beneficial relationship with the other companies as they all have common ownership. Because of this relationship, your use of any of these affiliated companies may provide the particular SIRVA Company that you are initially working with a financial or other benefit. For example if you are currently working with DJK Residential and they refer you to SIRVA Mortgage, Inc., DJK may receive a benefit due to the common ownership of the companies.

Set forth below is a standard list of items for which there may be costs related to each service and the estimated range of fees for the services. Not all fees may be applicable (depending on the State in which your home is located and, if applicable, your company's relocation policy) and charges for each particular item may vary. Please contact your SIRVA representative for more specific information on how our family of companies can assist you and provide services to fit your needs. While we encourage you to use these affiliated companies, other settlement service providers exist who may offer similar services and fees. You are not required to use any of these affiliated companies. You are free to shop other service providers to confirm you are receiving the best rates and services.

##### **Mortgage Lending Services:** **SIRVA Mortgage, Inc.**

Possible loan origination fees and related charges: Generally .5%-2% of your home value. Fees may include: Application Fee, Tax Service Fee, Underwriting Fee, Commitment Fee, Lender's Attorney Fee, Escrow Waiver Fee, Origination Charge and/or Discount Points (fees as applicable and where permitted by law).

##### **Real Estate Services:** **DJK Residential, LLC**

SIRVA has other affiliated companies, including Allied Van Lines® and northAmerican® Van Lines, that are not directly involved in the mortgage, real estate brokerage or title agency/closing services.

\*Depending on the state, the seller or buyer of the property may be permitted to select the title agent/agency.

CONFIDENTIAL: CANNOT BE USED NOR DISSEMINATED, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT OF SIRVA RELOCATION LLC. This document was transmitted by and from SIRVA Relocation LLC electronically. It may not be altered or revised in any manner without the express written consent of SIRVA Relocation LLC. Any alterations, additions, deletions or other modifications to the original document shall be void and of no force or effect without the written consent of SIRVA Relocation LLC.

Real Estate Broker Commissions for home or condominium sales are always negotiable, but usually run between 4%-7% of home or condominium value and are generally paid by the Seller. Commissions for brokerage services for rental properties are generally up to 15% of the first year's rent and are paid by the Lessee.

**Real Estate Services: SIRVA Relocation LLC**

Provides real estate referral services to licensed real estate brokers and agents through its real estate services, property management services and corporate housing divisions.

**Title Agency/Closing Services: SIRVA Settlement, Inc.; SIRVA Settlement, Inc. of Alabama**

Possible title-related fees: Generally 1% of home value. Fees may include: Title Search Fee, Title Review Fee, Attorney's Fees, Commitment Fee, Escrow Fee, and Closing Service Fee.

While we encourage you to use these affiliated companies, other settlement service providers exist who may offer similar services and fees. You are not required to use any of these affiliated companies as a condition or requirement of the use of any of the services available through any of the SIRVA family of companies, your relocation or our relocation services; the sale of your current home; the purchase of your new home or as a precondition to using any of our other services or affiliated company services.\*\* You are free to compare fees and services and to obtain any or all of these services elsewhere.

Please acknowledge receipt of this disclosure below and promptly return to SIRVA at your earliest convenience.

|       |              |
|-------|--------------|
| _____ | _____ (Date) |
| _____ | _____ (Date) |

**Date: 3/6/2014**  
**Reference #:251013**



## INDOOR AIR QUALITY DISCLAIMER

### GENERAL BACKGROUND ON INDOOR AIR QUALITY

In the last several years, a growing body of scientific evidence has indicated that the air within homes and other buildings can be more seriously polluted than the outdoor air in even the largest and most industrialized cities. Other research indicates that people spend approximately 90 percent of their time indoors. Thus, for many people, the risks to health may be greater due to exposure to air pollution indoors than outdoors.

In addition, people who may be exposed to indoor air pollutants for the longest periods of time are often those most susceptible to the effects of indoor air pollution. Such groups include the young, the elderly, and the chronically ill, especially those suffering from respiratory or cardiovascular disease.

While pollutant levels from individual sources may not pose a significant health risk by themselves, most homes have more than one source that contributes to indoor air pollution. There can be a serious risk from the cumulative effects of these sources. Fortunately, there are steps that most people can take both to reduce the risk from existing sources and to prevent new problems from occurring.

The U.S. Environmental Protection Agency (EPA) and the U.S. Consumer Product Safety Commission (CPSC) produce a popular and comprehensive publication on the subject of Indoor Air Quality entitled *The Inside Story: A Guide to Indoor Air Quality*. It describes sources of air pollution in the home and office, corrective strategies, and specific measures for reducing pollutant levels. This illustrated booklet covers all major sources of pollution such as biological contaminants (including bacteria, molds, mildew, viruses, animal dander and cat saliva, house dust mites, cockroaches, and pollen), radon, household chemicals, carbon monoxide, formaldehyde, pesticides, asbestos, and lead.

SIRVA Relocation advises homebuyers and homeowners to research Indoor Air Quality issues through resources available at the federal, state and/or local government levels. The EPA website at [www.epa.gov](http://www.epa.gov) is an informative resource for information on Indoor Air Quality. For individuals without access to the Internet, federal agencies with Indoor Air Quality information include the EPA's Indoor Air Quality Information Clearinghouse (IAQ INFO) at P.O. Box 37133, Washington, DC, 20013-7133; (800) 438-4318; (703) 356-4020. Single copies of *The Inside Story: A Guide to Indoor Air Quality* are available from EPA's IAQ Information Clearinghouse or by visiting the EPA website at [www.epa.gov/iaq/pubs/](http://www.epa.gov/iaq/pubs/) (the website is recommended for the most up-to-date scientific and technical information).

Questions or concerns about Indoor Air Quality issues can also be answered by a variety of state or local government agencies. Calling or writing the agencies responsible for health or air quality control is the best way to start getting information from a state or local government agency. To obtain state agency contacts, individuals can write, call or visit EPA's IAQ Information Clearinghouse.

### NO INDOOR AIR QUALITY SERVICES PERFORMED

Unless otherwise noted, no services have been performed at the Property referenced below to determine Indoor Air Quality levels or to assess potential health effects from the possible presence of indoor air pollutants. Where certain Indoor Air Quality services have been performed at the Property (for example, radon testing), such services are exclusively limited to the indoor air pollutant identified and tested. Otherwise, Indoor Air Quality issues have not been addressed in a comprehensive manner, and where they have been addressed, it has been done for general informational purposes only.

Homeowners and homebuyers are advised that services customarily rendered in connection with real estate transactions (for example, General Home Inspection and/or Property Condition Assessment services; Appraisals; Broker Opinions or Market Analyses; Mortgage Lending and Title Services; Corporate Relocation facilitation services; REALTOR® services; etc.) do not encompass comprehensive testing, analysis or evaluation of Indoor Air Quality, or specific recommendations related to Indoor Air Quality.

Homeowners or homebuyers that desire comprehensive Indoor Air Quality testing or investigative services are advised to consult with contractors or professionals of their choice to ascertain the condition of the property and/or to remediate Indoor Air Quality concerns. The EPA advises the general public to check the references of outside contractors or professionals and to make certain they follow recommendations published by the EPA, the guidelines of the American Conference of Government Industrial Hygienists (ACGIH), and/or guidelines from other professional organizations.

**Buyer's Initials:** \_\_\_\_\_

CONFIDENTIAL: CANNOT BE USED NOR DISSEMINATED WITHOUT WRITTEN CONSENT OF SIRVA RELOCATION LLC. This document was transmitted by and from SIRVA Relocation LLC electronically. It may not be altered or revised in any manner without the express written consent of SIRVA Relocation LLC. Any alterations, additions, deletions or other modifications to the original document shall be void and of no force or effect without the written consent of SIRVA Relocation LLC.



## Privacy Policy

**SIRVA respects your privacy. We have developed this Privacy Policy to inform you of how we protect your information.**

### One Policy

SIRVA has one global Privacy Policy for consumers that applies to the entire SIRVA family of companies ("SIRVA"). One Privacy Policy makes it easy to understand and convenient for people to make informed choices about the management of their personal information. This Privacy Policy applies to the entire SIRVA family of companies. SIRVA is committed to complying with all local and worldwide privacy laws, including the European Union's Privacy Directive and the relevant Safe Harbor Principles, through certification with the U.S. Department of Commerce Safe Harbor program.

### Information Covered by this Policy

Our Policy applies to all, non-public, personal information that may be used to identify you that is obtained by SIRVA in connection with providing a consumer, financial product or service for personal, family, or household purposes ("Personal Information").

### Notice

#### A. Collection of Information.

- We rely on many sources of information to understand and meet your needs. We may collect personal information about you from:
- Your applications or in other ways when you visit us in person, over the phone, through the mail or through our Web sites;
- Your browser, when you visit our Web sites and your browser interacts with us;
- Your transactions with any of the companies in the SIRVA family;
- Consumer reporting agencies;
- Title, Appraisal or other companies connected with a financial product or service involved in the sale or purchase of your home;
- Employers;
- Anyone who you have authorized to provide information; and
- Other sources, in connection with providing you a financial product or service.

We do not knowingly collect Personal Information from children and will destroy such information if it is disclosed to us without proper parental consent.

#### B. Use of Personal Information.

##### Information Sharing within the SIRVA family of companies

In an effort to provide you with the full range of financial, relocation, and moving services you may need, SIRVA takes an integrated approach to the services we provide. In order to be able to provide the full range of services for your

needs and make recommendations about a variety of the services offered by SIRVA, we may share Personal Information among companies within the SIRVA family of companies.

#### **Information Sharing with non-SIRVA family companies**

Depending on the type of relationship you have with us, SIRVA may work with companies or organizations outside of the SIRVA family to provide services to SIRVA or to provide you with opportunities to buy products or services offered by SIRVA or jointly with other financial institutions. We may also share your Personal Information with companies or other organizations outside of the SIRVA family as required by or permitted by law. For example, we may share personal information to:

- protect against fraud;
- respond to a subpoena;
- service your account;
- those you have authorized us to disclose the information and others as permitted or required by law;
- other institutions with whom we have joint marketing agreements;
- companies that perform services, including marketing services, for us or for us and the institutions with whom we have joint marketing agreements; and,
- other institutions with which we jointly provide financial products or services.

For your protection, we require all non-SIRVA companies to agree in writing to provide at least the same level of privacy protection as is required by this Privacy Policy. We will not disclose your Personal Information to anyone outside of SIRVA unless you have authorized us to do so or as otherwise indicated in this Policy or as required by law. When required to make disclosures pursuant to a court order or governmental directive, SIRVA will provide notice to you when it is feasible to do so.

#### **Choice**

You will always be given a chance to opt-out of any use of your Personal Information that is incompatible with the purposes for which it was originally collected or otherwise authorized by you, including if SIRVA makes changes to its Privacy Policy that require your additional consent to use the information, SIRVA will not collect any sensitive information (e.g., racial, religious, or health information) without obtaining your explicit prior consent.

#### **Access**

SIRVA provides you with a reasonable opportunity to access your Personal Information we have collected, correct it if inaccurate, or delete it as appropriate, subject to the exceptions stated below. Reasonable access means, for example, that requests for access are made during normal business hours, that you provide requested identification, and that requests are not excessive in number. If, at any time, SIRVA denies you access to any Personal Information, we will provide you with reasons for denying access and information about how you may make further inquiries. For instance, SIRVA reserves the right to deny access to information related to investigations or potential or actual litigation where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy, or where the rights of other individuals would be violated. In order to update your information, please send your request by electronic mail to [privacy.administrator@sirva.com](mailto:privacy.administrator@sirva.com), by facsimile to the number (260) 429-3135, or by telephone to the number (260) 429-2755.

#### **Data Integrity & Security**

SIRVA will make every reasonable effort to keep accurate Personal Information while we are using that information to serve you. SIRVA appreciates your cooperation in maintaining complete and up-to-date Personal Information and will facilitate your efforts in this regard. SIRVA maintains Personal Information only as long as needed for the purposes for which it was collected or as required by contractual or other legal requirements.

- We maintain agreements with external suppliers and others with whom we do business limiting the use of your Personal Information only for the purposes intended in providing the information. These suppliers and

other companies are bound to uphold our procedures regarding privacy under the terms of our agreements with them.

- We limit access to personal information about you to those employees who need to know that information to provide products and services to you.
- We maintain physical, electronic, and procedural safeguards to protect your Personal Information. We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

You should always safeguard your own Personal Information by protecting passwords used to access a SIRVA system and by safely disposing of records and reports no longer needed.

## **Enforcement**

### **A. Verification**

Employee training and internal procedures are in place to allow SIRVA to ensure compliance with its Privacy Policy and the U.S. Department of Commerce Safe Harbor principles. SIRVA provides for regular internal compliance reviews of its privacy practices, and a SIRVA Privacy Officer is responsible for privacy implementation and compliance. To contact SIRVA's Privacy Officer, you may send comments by electronic mail to [privacy.administrator@sirva.com](mailto:privacy.administrator@sirva.com) , by facsimile to the number (260) 429-3135, or by telephone to the number (260) 429-2755.

### **B. Dispute Resolution**

SIRVA recognizes the importance of providing you the opportunity to address and resolve complaints about the processing of your Personal Information. Therefore, in addition to any legal remedies that may be available, if you make a complaint about the processing of your Personal Information, and it is not resolved to your satisfaction internally at SIRVA, SIRVA offers the independent alternative dispute resolution services of the American Arbitration Association ("AAA") located at the following address:

225 North Michigan Avenue, Suite 2527  
Chicago, Illinois 60601-7601 USA

The AAA can be reached by telephone at (312) 616-6560 or by facsimile at (312) 819-0404.

### **Safe Harbor Certification**

SIRVA complies with the U.S.-EU Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries. SIRVA has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view SIRVA's certification, please visit <http://www.export.gov/safeharbor/>



Transferee ID: 251013  
Authorization ID: 891852

## RIDER TO SALES AGREEMENT

Notwithstanding anything contained in the foregoing sales agreement or any exhibit, rider addendum or amendment to said sales agreement (collectively, the "Agreement") of certain improved real property commonly known as:

**E7098 680TH AVE  
MENOMONIE, WI 54751--501**

("Property") the parties agree to modify and amend said Agreement in the following respects. In the event of any conflicts between the terms of this Rider and the Agreement, this Rider shall conclusively govern.

### 1. Financing Contingency

**Earnest Deposit Amount ("Deposit") \$ \_\_\_\_\_**

**Purchaser's Loan Program: \_\_\_\_\_ Conventional \_\_\_\_\_ FHA \_\_\_\_\_ Other (\_\_\_\_\_)**

- A.1(i) This Agreement is contingent upon the Purchaser's ability to obtain a written loan commitment, notice of underwriting approval, or equivalent document ("Loan Approval") at current market rates. Prior to and as a condition of Seller's acceptance, Buyer shall complete and provide the Buyer Information Form previously provided to Purchaser by SIRVA Relocation LLC ("Seller"); or provide a pre-qualification letter with substantially the same information and in the amount as identified in the Agreement to which this Rider is attached ("Pre-Qualification"). In the event Purchaser submits a cash sale offer, then attached to said cash offer, the Purchaser must supply acceptable documentation showing proof of funds sufficient to satisfy the purchase price of the Agreement.
- A.1(ii) If Purchaser is unable, despite best efforts, to obtain final Loan Approval within \_\_\_\_\_ days [if blank, fifteen (15) days] of the date of this Agreement (the "Financing Contingency Release Date"), then Purchaser shall provide Seller with a written copy of their lender's statement of credit denial, termination or change (the "Denial"). If such Denial is not delivered on or before the Financing Contingency Release Date, the Agreement and this Rider shall be deemed unconditional with regard to any financing contingency.
- A.1(iii) If such Denial is delivered by the Financing Contingency Release Date, then Seller shall have the right to attempt to procure new financing substantially comparable to current market rates, or in accordance with the terms originally provided by the Purchaser within the Pre-Qualification, and with no obligation to the Purchaser to accept such terms. Should Seller attempt to procure said new financing, the Purchaser shall cooperate with Seller or with the Seller's designated Lender(s) to apply for and obtain such new financing. In the event that Seller is unable to obtain new financing for the Purchaser within Twenty (20) days from Purchaser's Denial, then this Agreement shall be terminated and all monies there before deposited shall be returned to the Purchaser.

- B. If Purchaser owns a home and this Agreement is not subject to the **closing** of said home, the Purchaser's Pre-Qualification must indicate that Purchaser is qualified **without** selling said home. If the Agreement is subject to Purchaser's home **closing**, Purchaser shall provide Seller within **two (2) days** of acceptance of this Agreement ("Contract Delivery Date") a copy of a fully executed contract on Purchaser's home ("Contract") and evidence from Purchaser's buyer reasonably satisfactory to Seller, that said buyer is qualified to consummate the purchase of Purchaser's home. If Purchaser fails to provide satisfactory evidence by the Contract Delivery Date or if the evidence is not satisfactory to Seller, Seller shall have the option of canceling the Agreement, this Rider, and the sale by notifying Purchaser within five (5) calendar days after the Contract Delivery Date.
- C. In the event that this Agreement is not subject to a financing contingency, then, prior to any acceptance of the Agreement by the Seller, the Purchaser shall provide Seller with evidence reasonably satisfactory to Seller that Purchaser has the financial means to consummate this purchase, including, but not limited to, evidence of the source of funds and the liquidity of funds in an amount equal to or greater than the purchase price and closing costs.

## 2. Condition and Inspections

Purchaser must acknowledge receipt of any and all disclosure documents identified below (collectively, "Disclosures"). Said Disclosures are informational only and represent only the opinions of the individuals or firms which prepared them and Seller makes no representation, warranties or recommendation concerning said Disclosures. Purchaser further acknowledges that certain Disclosures were completed by the record owner of the Property previous to SIRVA. Further, Purchaser acknowledges that the Disclosures fulfill any obligation of Seller to disclose conditions of the Property to Purchaser; and that Seller may not complete an independent investigation and/or disclosure for the Property.

**Please initial only those Disclosures provided by Seller or by any Seller's agent.** By initialing below, Purchaser acknowledges receipt of these Disclosures and agrees that these Disclosures are made part of the Agreement for the subject Property.

Please **INITIAL** those items provided to Buyer. By initialing below, Purchaser acknowledges receipt, review and acceptance of these Disclosures and agrees that THIS INFORMATION CONSTITUTES DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY AGREEMENT BETWEEN PURCHASER AND SELLER.

**YES**      **Disclosures/Tests/Inspections/Disclaimers.**      By      **INITIALING**      below,      Purchaser acknowledges receipt of certain Disclosures.

- \_\_\_\_\_ Disclosure Statement completed by previous record owner (SIRVA Relocation form)
- \_\_\_\_\_ Disclosure Statement completed by previous record owner (Local/State form)
- \_\_\_\_\_ Disclosure Statement prepared by Seller (Local/State form)
- \_\_\_\_\_ Notice of Affiliated Business Arrangements
- \_\_\_\_\_ Lead Paint Disclosure (if the home was built prior to 1978)
- \_\_\_\_\_ Indoor Air Quality Disclaimer
- \_\_\_\_\_ General Home Inspection Report
- \_\_\_\_\_ Major Component Inspection
- \_\_\_\_\_ Radon Inspection Report
- \_\_\_\_\_ "A Citizen's Guide to Radon" and "Radon Reduction Methods" issued by the United States Environmental Protection Agency
- \_\_\_\_\_ Termite/pest Inspection Report
- \_\_\_\_\_ Well Inspection Report
- \_\_\_\_\_ Water Quality Inspection Report

\_\_\_\_ Septic Inspection Report  
\_\_\_\_ Pool Inspection Report  
\_\_\_\_ Underground Storage Tank Inspection Report  
\_\_\_\_ Mold Inspection Report  
\_\_\_\_ Asbestos Inspection Report  
\_\_\_\_ Radon Warranty: HomeBuyer's Preferred, Inc.  
\_\_\_\_ SIRVA Mortgage Incentives Flyer  
\_\_\_\_ SIRVA Privacy Policy  
\_\_\_\_ Other (identify) \_\_\_\_\_

It is acknowledged that Seller has never occupied the Property and, as such, the Property is being sold in "as is" condition to the maximum extent allowed by law. Neither Seller or any of its agents make any representations concerning the Property, including but not limited to, representations regarding the size of the buildings, square footage discrepancies, improvements, the presence or absence of toxic or hazardous substances, or the presence or absence of any encroachments or unrecorded easements. Purchaser further acknowledges that the Property may not be new and Purchaser does not expect the Property or any systems therein to be in the same condition nor function as new.

Purchaser shall have the right, to obtain such independent inspections, surveys, and tests (collectively, "Inspections") that Purchaser deems necessary or desirable, at Purchaser's own cost and expense, within a period of ten (10) days from the date of the Agreement ("Inspection Period").

Within the ten (10) day Inspection Period, Purchaser shall deliver written notice to Seller that either:

- A. Purchaser is satisfied with the inspection results, waives all repair and inspection contingencies, and is purchasing the Property "as is", with written notice to Seller of such; or,
- B. The inspection of the Property revealed repair issues where Purchaser would seek negotiation of such repair issues. In such event, Purchaser shall identify all repair issues to Seller in writing and provide the accompanying inspection report(s).
- C. If Purchaser fails to timely elect either A or B herein within said ten (10) day Inspection Period by written notice to Seller, Seller may terminate this Agreement with Purchaser to forfeit all amounts heretofore deposited.**

Seller may, in its sole but reasonable discretion, consider repair requests for cosmetic and/or other non-structural defects. However Seller is not obligated to make any such cosmetic and/or other non-structural repairs and Buyer may not cancel or modify this Agreement to do so. Failure of Purchaser to complete Inspections and provide Seller with the professional inspection report(s) as per the terms above under (A-C) within the ten (10) day Inspection Period, shall act as an express waiver of any and all inspection and repair contingencies in the Agreement and this Rider.

Upon notice of the repair or inspection issues to Seller, Seller shall within ten (10) days thereafter ("Inspection Resolution Period") elect one of the following:

- i) Timely complete the repairs to reasonably satisfactory condition;
- ii) At closing, credit the Purchaser with the mutually agreed-upon cost of the specified repair item(s), where applicable and if permitted by the relevant lending, banking or other local or state entity;
- iii) Negotiate the repair issues with Purchaser, including which items are to be repaired, the cost of such repair items, and a time frame for completion of any such repairs and with the mutual understanding that closing may therefore need to be extended; or:

- iv) Terminate this Agreement and return to Purchaser all earnest money deposit amounts.

Seller has no knowledge concerning the presence of radon gas, asbestos, mold, corrosive drywall, or any other toxic or hazardous substances in, around, or under the Property, and quality or type of building materials, regardless as to the source or cause of any such substance, condition or material. However, Purchaser shall not interpret Seller's lack of knowledge as a representation that the Property is free of radon gas, asbestos, mold, defective building materials, toxic or hazardous substances, or any other defects or conditions. The Purchaser hereby agrees to hold Seller, and/or its assigns harmless from any subsequent consequences, which may result from any defect, hazardous or toxic conditions, radon levels and/or the effects thereof.

**IMPORTANT NOTICE – “BUYER BEWARE CLAUSE”**

**SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY SORT WHATSOEVER REGARDING THE PROPERTY, ITS CONDITION, VALUE OR SURROUNDS AND MAY NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LIABILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY. PURCHASER IS AGREEING TO FULLY RELY ON ITS RIGHT TO INSPECTIONS, TESTS AND SURVEYS GRANTED HEREIN TO DISCOVER ANY UNDESIRABLE OR LATENT CONDITIONS REGARDING THIS PROPERTY, AND ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS THEREON UPON WHICH PURCHASER MAY RELY. THE PROVISIONS HEREIN SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED. THE CLOSING OF THIS TRANSACTION SHALL CONSTITUTE PURCHASER'S FULL AND COMPLETE ACCEPTANCE AND RELEASE OF CLAIMS FOR ALL CONDITIONS, DEFECTS, AND INSPECTION MATTERS HEREIN.**

**3. Unenforceability**

In the event that any provision, section, or part hereof is held to be void, voidable, unenforceable or illegal, then it shall be severed from the remainder of the Agreement and such provision shall be modified by a court of law to be enforceable and legal in such a manner as most nearly conforms to the intentions expressed within the Agreement.

**4. Arbitration**

The parties acknowledge that this Rider contains a binding arbitration provision which may be enforced by either party. Any disagreement over the terms or construction of this agreement or any dispute whatsoever arising out of or relating to the sale of the property, this agreement or the condition of the property (including the arbitrability of such a matter) shall be submitted to final and binding arbitration by and under the rules of the American Arbitration Association. The Arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding upon the parties and enforceable by any court of competent jurisdiction. The costs of such arbitration and other litigation, including reasonable attorney fees of the other party, shall be paid by the party against which an arbitration award or finding is made. The arbitrator shall be allowed to allocate such costs and fees between the parties in an equitable manner, giving consideration to the intent of this provision, in the event that the findings or award are not conclusively for or against either party.

**5. Tenant Rights**

Seller hereby transfers any tenant or other rental agreement rights it may have in said Property to Purchaser. Purchaser hereby accepts such assignment and agrees that no changes shall be made to any such contract or lease with the current occupant of said Property without the express written

consent of occupant except that Purchaser shall be permitted to enforce any eviction remedies available to Purchaser if necessary.

#### **6. Contingency Satisfaction**

Notwithstanding any other contingency satisfaction dates contained in the Agreement or this Rider, if any contingency dates have been extended or continued then all such contingencies the Purchaser may have with respect to the Agreement and this Rider must be satisfied, released or waived in writing by Purchaser no less than ten (10) days prior to the closing date unless agreed to differently by the parties in writing. Failure of Purchaser to so satisfy, release or waive any contingency shall permit Seller, at Seller's option, to (i) cancel the Purchase Agreement and Purchaser to forfeit any deposit or earnest money to Seller, which the parties agree constitute reasonable damages; (ii) extend in writing the time for satisfaction, waiver or release and/or extend the time for closing of the Property; or (iii) proceed with closing as scheduled.

In the event that the Purchaser has any termination rights in the Agreement or this Rider, and in the event that the Purchaser exercises or gives notice of intent to exercise any such termination right, then Seller is granted and has the right to cure the reason for termination within the time frame stated in the Agreement. If no time frame is stated, then within ten (10) days, or by closing, whichever occurs first and upon such cure, the termination shall not be valid.

#### **7. Damages – Remedies**

In the event that Purchaser is in default under any of the terms of the Agreement this Rider or any addenda, then in addition to any remedy specifically stated herein, Seller shall have all other remedies available at law or in equity, notwithstanding any limitation as may be stated in any other pre-printed contract document between the parties.

#### **8. Limitation of Liability**

Any liability hereunder or in any other way to the Purchaser from Seller shall be limited to the assets of SIRVA Relocation LLC and not its members, managers, officers, directors, employees or assigns.

#### **9. Closing Date; Delayed Closing penalty**

Purchaser agrees to close on the date certain set forth in the Agreement ("Closing Date") OR before said Closing Date only upon mutual written agreement between the parties. In the event Purchaser fails to close by said Closing Date, Purchaser shall pay to Seller a penalty of 1.5% of selling price per month, prorated on a per diem basis, for every day Purchaser fails to meet Closing Date.

#### **10. Other**

A. The Agreement is contingent upon Seller being able to deliver good and marketable title to the Property. If Seller is unable to transfer title as required above, Seller shall have thirty (30) days after Closing Date to cure the problem and notify Purchaser of such cure. The Seller makes no covenant, representation or warranty as to the ability to deliver clear and marketable title. Either party may cancel the Agreement within \_\_\_\_\_ Days [or ten (10) days if blank] thereafter if good and marketable title to the Property is not delivered for any reason and all Deposit money shall be returned to the Purchaser. The Purchaser acknowledges and agrees that the recorded title to the Property may be conveyed to Purchaser by a person or entity other than Seller.

B. Tax prorrations and assessments, if any, shall be based upon the most recent tax bill available for the Property. Purchaser and Seller agree that no further adjustments will be made after the Closing Date, except that Purchaser shall refund to Seller any duplicate payments made by Seller. Should Seller over pay or duplicate any tax amounts ("Duplicate

Payments”) for any reason and where Purchaser shall rightfully owe such Duplicate Payments after the Closing Date, then, at the time of future levy, Purchaser further agrees to promptly obtain and refund to Seller all Duplicate Payments remitted by the Seller to the Lender, tax office or other closing entity.

- C. If Seller shall pay any costs, expenses or charges (collectively “Charges”) of the Purchaser, and Purchaser receives any payments from Purchaser's lender or from another third party, which are attributable to the Charges paid out by the Seller, including but not limited to any cure payments to the Purchaser as a result of GFE tolerance violations under RESPA, then Purchaser shall reimburse, credit, or otherwise refund such payments to Seller (“Reimbursements”). Said Reimbursements will be paid out at closing, however any failure to resolve at Closing Date for any reason shall not relieve the Purchaser of the obligation to provide said Reimbursements to Seller as soon as known or received by the Purchaser.
- D. Seller will not accept any assignment of funds. All funds are due in immediately available funds at closing. Buyer is not entitled to possession of the Property until the purchase proceeds have been transferred to and received by Seller.
- E. Purchaser agrees to credit Seller for any fuel remaining based on a fuel reading by a fuel company.
- F. The closing of this sale shall constitute Purchaser's acknowledgement that the Property and systems therein and the condition thereof, were acceptable at the time the sale was closed.
- G. Purchaser shall be permitted a visual inspection of the Property no sooner than seventy two (72) hours prior to Closing Date to insure that the Property is in the condition pursuant to this Agreement, reasonable wear and tear excepted with Seller's "Notice of Completion and Acceptance of Repairs" to be executed at or before closing . This paragraph does not permit Purchaser to request any new repairs for any matter not previously requested under the Condition and Inspection Section (2) except to maintain the Property's original condition.
- H. Purchaser hereby releases and forever discharges Seller, Seller's agents, employees, and any other officer, director or partner, or any one of them, or any other person, firm, or corporation who may be liable by or through the Seller from any and all claims, losses or demands which may arise from any condition whether known or unknown as to the Property.
- I. Both parties shall use reasonable good faith efforts to resolve any disputes prior to exercising any termination rights contained in the Agreement Rider or any addenda.
- J. Purchaser's earnest money deposit check shall be made payable to Seller's listing broker and be deposited in escrow within twenty-four (24) hours of Agreement execution, with proof of escrow deposit to Seller.
- K. Seller may assign this Agreement without the consent of the Purchaser.
- L. Purchaser will rely on Purchaser's own inquiry with the local sheriff's office or other authority as to registered sex offenders in the area, and will not rely on Seller or any real estate agent involved in the transaction for this information.
- M. All notices and communication due under this Rider shall be in writing.

#### **11. Facsimile Signature**

This Rider shall be deemed valid and effective by original, scanned or facsimile signature. This Rider shall also be valid and effective if signed in Counterparts. If electronic signatures are used they must be accompanied by a document that contains at least the following: i) number of pages in the signed

document; ii) number of signatures and initials in the signed document; iii) security level/means of identification; iv) identification number; v) IP address; vi) confirmation of hashed/encryption and security check; and, (viii) pro forma signature (an "Authentication Certificate"). As used herein, the singular shall include the plural and gender shall apply as applicable.

SELLER:

SIRVA Relocation LLC

PURCHASER: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

Date: \_\_\_\_\_



## Buyer Information Form

File ID: 251013/891852

Address of Property : E7098 680TH AVE  
MENOMONIE, WI 54751--501

Purchaser Name \_\_\_\_\_

Co-Purchaser Name \_\_\_\_\_

Please check preferred method of contact:

Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

By signing this form I understand that SIRVA Mortgage may contact me regarding loan opportunities.\* I also understand that this is not an offer of credit and credit decisions are made based upon individual credit qualifications.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co- Purchaser Signature

\_\_\_\_\_  
Date

Please fax this completed form directly to SIRVA Relocation LLC:

Attn: Peter Wyatt

Phone: 763-525-3630

Fax:

E-mail: Peter.Wyatt@sirva.com

\* Please see the SIRVA Privacy Policy which has been provided to you and is also available at <http://www.sirva.com/en-us/Contact/Privacy-Policy.aspx>. The policy contains an opt out provision.

Please also see the SIRVA Notice of Affiliated Business Arrangements provided to you with the Purchase Agreement documents. You are not obligated to use or take advantage of any offers provided by SIRVA Mortgage, Inc.