Allegiance Contract Addendum to Purchase Agreement

Addendum to Purchase Agreement dated _____, hereinafter referred to as the "addendum", between ***Franconia Real Estate Services Inc., dba Allegiance Government Relocation***., hereinafter referred to as the "Allegiance" or the "Seller", and _____, hereinafter referred to as the "Buyer", whose address is as follows: _____and whose phone number is:_____, regarding the real property located at_____United States, hereinafter referred to as the "property".

In the event any provisions of this addendum conflicts in whole or in part with the terms contained within the main body of the Agreement, the provisions of this addendum shall control and the conflicting terms in the Agreement are hereby considered deleted and expressly waived by both Buyer and Seller.

Buyer acknowledges that Allegiance is a contract vendee with respect to the property being sold hereunder pursuant to contracts with the property's record title owner and such Allegiance record owners' employer. Allegiance, at is option, may deliver title either by deed directly from said record owner or by deed executed by Allegiance. In any event, the Buyer shall look exclusively to Allegiance for the performance of their obligations to this agreement.

1. **Closing Adjustments, included Real Estate Taxes:** Real estate taxes on the property, rents, fuel oil, water, sewer, other municipal charges, interest on mortgages, and condominium charges or association dues, if any, shall be adjusted as of the day of closing. If the amount of current property taxes is not ascertainable, the adjustment shall be on the basis of the most recent available tax bill. **ALL PRO-RATIONS ARE FINAL AND ONLY THROUGH THE DATE OF CLOSING.** Since Seller's attorney must submit all closing figures to Seller twenty-four (24) hours in advance of closing, it is understood and agreed that ***unless*** Buyer's attorney confers with Seller's attorney at least forty-eight (48) hours in advance to closing and closing figures of Seller are agreed upon, the closing date may be delayed.

2. **Real Estate Commissions:** Buyer and Seller recognize_____and _____ as the real estate broker(s), who brought about the written Contract of Sale. Seller agrees to pay this broker a ___% real estate commission, split___% to the listing company and ___% to the selling company. This commission shall not be earned until the closing of title and until Seller has received the purchase price from Buyer under this Contract of Sale. The commission agreement supersedes any other agreement between the parties.

3. **Financing:**
   a. Prequalification/Proof of Funds: This contract is contingent upon the Buyer's providing the Seller with a written prequalification letter from their lender. The prequalification must specifically state that the Buyer's new mortgage is not contingent upon the sale or rental of any currently owned real estate and that a satisfactory credit report was completed. If the Buyer's qualification depends upon the proceeds from the sale and close or rental of their current owned real estate, then the Buyer's will provide a copy of the Purchase Agreement on their property and written documentation of their purchaser's qualifications or rental agreement, as it applies. If there is no mortgage contingency in the contract, the Buyer's must provide written verification of funds.

   b. Seller Participation: Buyer will pay any usual application fees and appraisal and credit reports costs, as required, and will cooperate fully with the lending institution by submitting all required information and documentation and by complying with their customary conditions. Seller agrees to pay up to $_____towards Buyers closing costs, discount points and/or pre-paids, as allowed by the lender. If this is a VA or FHA loan, the Buyer understands that the agreed upon amount also includes any costs that are considered "Seller required fees".

4. **Condition and Value of Premises:** This property is being sold in "AS-IS" condition. All appliances and personal property included in the sale are sold "AS-IS". Seller makes no guaranty or representation that the appliances or other items of personal property are operable. Seller makes no representation or guaranty that the heating/air conditioning system, pool, pool equipment, filter, or heater, if any, are operable. It is Buyer's responsibility to determine the condition of the roof, basement, air conditioning system, and pool equipment, if any, located on or in the property.

   Seller will reasonably maintain the property, ordinary wear and tear excepted, until the closing of title. If necessary Seller will cut the grass but shall not be obligated to maintain the shrubs, lawn, or trees, if any, on the property and Seller shall not be obligated to water the lawn, shrubs, and trees, if any. Seller shall not be responsible for any change in the condition of the lawn, shrubs, or trees, if any, which may occur from the date of this contract until the date of closing of title.

5. **Disclosure of Seller's Tests and Inspections:** Seller has provided Buyer's, and Buyer's have had the opportunity to review, copies of any inspections performed on the subject property. The inspections listed on the attached INSPECTION RELEASE have been conducted in, or with respect to, the property on behalf of Seller. Buyer acknowledges receipt of said documentation and acknowledges that this offer has been made based upon the information disclosed in those tests or inspections. Buyer accepts the home in their disclosed condition with no further compensation from Seller. Furthermore, Buyer acknowledges that Seller has no obligation to, and makes no warranties or representations concerning, the accuracy of the inspections, including any disclosed defects. If Buyer chooses to inspect the property, then Buyer will inspect the property at their expense within 10 (ten) calendar days of the date of this Agreement and agrees to rely on said inspections as to the condition of the property. Buyer may not use Seller's inspections to make repair requests. Buyer is aware that the real estate agent, or agents, is not authorized to make any representation as to the condition of the property on behalf of Seller. If Buyer's waive the right to have their own inspections completed, they cannot use Seller's inspections to make requests for repairs. Buyer may use these inspections for informational purposes only.

   The inspections and disclosures provided represent the opinions of the individuals named and make no agreement to undertake or perform any action recommended in any of the reports. Unless specifically noted under "tests/inspections," seller has no knowledge concerning the presence of radon gas, asbestos, or other toxic or hazardous substances in the property unless otherwise disclosed. However, buyer shall not interpret seller's lack of knowledge as a representation that the property is free of radon gas, asbestos, or other toxic or hazardous substances or conditions.

6. **Winterization Notice (as it seasonally applies):** The home shall be de-winterized SEVEN (7) days prior to the closing to permit Buyer's an opportunity to perform a final inspection of the operational status of the plumbing and heating systems only. All other non-water related systems shall be inspected within the time frames stated above. Once a vacant property has been winterized, Seller will only pay once to de-winterize the property SEVEN (7) days prior to closing, provided that Buyer has a mortgage commitment. Seller does not de-winterize a property for Buyer's home inspection.

7. **Inspections:**

a. Right to Inspect: No Reliance on Allegiance's Inspections: Buyer has the right to inspect the Property or to have inspections of the Property made by qualified inspectors or other agents designated by Buyer, at Buyer's expense. Buyer must have any inspection(s) completed within ten (10) days of the date of this Addendum (the "Inspection Period").

b. Limitation of Remedies: If Buyer or Buyer's agent discovers any substantial/material defect in the condition of the Property and its Contents, Buyer shall promptly notify Allegiance in writing and identify such defect in reasonable detail on or before the expiration of the Inspection Period. Defects shall not include items of personal preference or taste.

Allegiance shall have ten (10) days from the receipt of such notice (the "Correction Period") (i) to correct such defect, or (ii) to cancel the Agreement by written notice of cancellation to Buyer. If such defect is not cured during the Correction period, Buyer may cancel the Agreement by giving written notice of cancellation to Allegiance. In the event of cancellation of the Agreement by either party, all payments made under the Agreement by Buyer shall be refunded and all other obligations of the parties hereunder shall be null and void and without recourse by either party against the other.

c. Waiver of Inspection Right: If Buyer does not notify Allegiance during the Inspection Period of any defect in the condition of the Property and the Contents, Buyer shall be deemed to have waived the rights and remedies provided above and to have accepted the condition of the Property and the Contents, "as is," without any other implied or express representations or warranties of any nature by Allegiance.

d. Walk Through Inspection: Buyer shall be entitled to make a final walk-through inspection of the property, no later than five (5) days prior to closing. NO INSPECTION ISSUES WILL BE ADDRESSED AT CLOSING. Substantial changes, ordinary wear and tear excepted, shall be immediately reported to Seller's agent. The listing real estate broker, or a designated agent of Seller, must be present at the time of the final walk-through inspection. At closing, the property shall be in broom-clean condition and Buyer shall be entitled to possession of the property from the time of the delivery of the deed. Under no circumstances shall Buyer be permitted use or occupancy, or alter the condition of the premises, prior to the closing.

8. **Closing:** In the event closing is delayed for any reason beyond the date set forth herein, other than for a legitimate delay caused by Buyer's mortgage lender or Title Company or a delay caused by Seller, Buyer agrees to pay the carrying cost of Seller which amounts to 1½% of the sales price per month prorated on a daily basis from the date of closing previously agreed upon, to the date of the actual closing. Nothing herein shall restrict either party from making time of the essence by giving the other party at least seven (7) consecutive calendar days written notice in which to close on a specified date. Said notice may not be served before the date of closing set forth above.

9. **No Survival of Remedies:** The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation contained in the Agreement and this Addendum, except any express warranties set forth in this Addendum and such others as are by the terms of this Addendum or the Agreement to be performed after the delivery of such deed

10. **Complete Agreement and Representation:** This agreement is entered into upon the knowledge of the parties as to the value of the land and whatever buildings are upon the same and not on any representations made as to the character or quality. Unless otherwise indicated in this agreement, all representations and/or statements made by Seller or Broker shall not survive closing of Title. This means that Seller and Broker do not guarantee the condition of the premises after the Deed and Affidavit of Title have been delivered to Buyer at the closing.

a. This Contract is binding on all parties who have signed it and all who succeed in their rights and responsibilities.

b. All notices under this Contract of Sale must be in writing, and must be made to the parties' attorney or in the event they have no attorney, directly to the party. This Contract can only be changed by an agreement in writing, signed by both Buyer and Seller or their respective attorneys. The notices must be delivered personally or mailed by certified mail, return receipt requested, facsimile, or an over-night delivery service.

c. This Contract of Sale may NOT be assigned or recorded by Buyer.

11. **FOR PROPRTIES LOCATED IN LOUISIANA ONLY. PLEASE TAKE NOTE OF THE FOLLOWING:**
Buyer acknowledges and agrees that the Property is being sold in "as is" and "where is" condition., without any warranty of recourse whatsoever as to the condition of the Property, including, without limitation, any warranty as to the absence of vices or defects (whether apparent, latent, known or unknown, easily discoverable, or hidden), fitness for any ordinary use, or fitness for any intended use or purpose, even for the return or reduction of the purchase price or otherwise. Buyer acknowledges reliance solely on Buyer's inspection of the Property. Accordingly, Buyer waives all of Buyer's rights in connection with the condition of the Property and Buyer hereby relieves and releases Seller from any and all liability in connection with the condition of the Property, including particularly any and all liability for any claim or cause of action for rehibition or for reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer expressly waives all rights in rehibition and reduction of the purchase price or otherwise, pursuant to Louisiana law. Buyer further acknowledges and agrees that Buyer has not relied on Seller's skills or judgment in selecting the Property. Buyer acknowledges and understands that Louisiana law enables Buyer to hold Seller responsible for any undeclared latent defects in the Property existing on the date of the Act of Sale and to either rescind the sale or seek a reduction in the purchase price, and Buyer hereby specifically waives such rights. As used in the provision, "Act of Sale" refers to the closing of title.

12. Any confirmed and levied special assessments, whether governmental or association based, including any special service area fees shall be paid current and prorated to the date of closing only. The Buyer shall assume any balance. No proration's will be provided for future unconfirmed or impeding special assessments, or service area fees not due and payable at the time of closing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and sales or caused these presents to be signed by their proper corporate officers the day and year first above written.

_____	_____
Buyer's Name	Date
_____	_____
Buyer's Name	Date

Seller: Franconia Real Estate Services Inc, dba Allegiance Government Relocation

By: _____	_____
Allegiance Counselor	**Date**