

## **ADDENDUM TO PURCHASE AGREEMENT**

### **GEORGIA STATE SPECIFIC TERMS**

**Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a beneficiary under a deed to secure debt who acquired the Property at a sale conducted pursuant to a power of sale under a deed to secure debt, or deed in lieu thereof, or foreclosure under a power of sale as provided under Ga. Code Ann. § 44. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives or agents or that Seller may have received otherwise. Any such reports furnished by Seller or its agents in connection herewith shall be for informational purposes only, are not made part of the Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Buyer acknowledges that in consideration of Seller's execution of the Agreement, Buyer, on behalf of itself and all other parties having any claims, covenants that neither Buyer nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation any real estate broker or agent representing Seller.**

**EXECUTION OF DISCLOSURES BY BUYER.** Buyer shall execute, deliver and deposit with Escrow/Closing Agent, at or prior to the date set for Closing, all federal, state and local disclosures concerning the Property that Buyer is required to execute under applicable laws and regulations or required by the Escrow/Closing Agent.

#### **SEPARATE DOCUMENTS PROVIDED TO BUYER**

1. Federal Lead Based Paint Disclosure (if pre-1978)
2. Pamphlet: "Protect Your Family from Lead in Your Home"

**REAL ESTATE AGENCY RELATIONSHIP.** GEORGIA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE. GA. Code Ann. §§ 10-6A-1 et. seq.

The most common agency relationships are that of Buyer's Agent, Seller's Agent and Dual Agent.

The Buyer's Agent represents the Buyer in the real estate transaction. The Buyer is the Client in this relationship, and the Buyer's Agent has the following responsibilities to the client: loyalty, disclosure, confidentiality, obedience, reasonable care and diligence, and accounting for all funds. If you are not represented as a Client, you are a Customer.

Georgia law requires a written agreement between the real estate broker/agent and a Buyer Client. A Buyers Agency agreement establishes that your agent represents you in the search and purchase of a home, and you agree to work only with that agent. The Agreement can be for one day, a week, a month, or any period of time. If you enjoy visiting Open Houses or new home communities on the weekend, be sure to inform the host agent that you have a Buyer's Agent.

The Seller's Agent represents the Seller in the transaction, and the Seller is the Client. The Seller's Agent has the same fiduciary responsibilities to the Seller as the Buyer's Agent has to the Buyer. The client relationship is established through a Listing Agreement, in which the term and all conditions of the listing are determined.

A Dual Agent is an agent who represents both the Buyer and Seller in a single transaction and has a fiduciary responsibility to both parties. This will happen if the Listing Agent sells his/her own listing to a Buyer Client.

Occasionally, an agent may work as a Transaction Agent, handling the paperwork but not representing the Buyer or the Seller.

Whether representing the Buyer or Seller, the real estate agent must treat all parties in the transaction professionally, honestly, and must disclose known facts that may affect the value or condition of the house.

**BUYER ACKNOWLEDGES AND AGREES THAT REALTYBID.COM REPRESENTS THE SELLER AS A SELLER'S AGENT IN THIS TRANSACTION AND DOES NOT REPRESENT BUYER OR THE TRANSACTION AND IS NOT ACTING AS A DUAL AGENT.**

Buyer's Signature: \_\_\_\_\_

Co-Buyer's Signature: \_\_\_\_\_

**AGRICULTURAL DISCLOSURE (if applicable).** Seller has no knowledge as to whether the subject property is within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use. Please note that it is the policy of the state and the community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest may lie within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest

activities which are in conformance with existing laws and regulations and accepted customs and standards.

**AIRPORT VICINITY AND NOISE.** If the location of the Property in or near the vicinity of an airport (public or military) is of concern, Buyers should investigate the impact of airport flight paths and the noise levels at different times of the day over the property. For more information on airport locations and noise, visit the website of the Georgia Department of Transportation.

**BUILDING AND ZONING CODES.** Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation beltways and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.

**DUTY OF BUYER TO INSPECT NEIGHBORHOOD:** Buyer acknowledges that: (1) in every neighborhood there are conditions which different buyers may find objectionable and (2) Buyer has had the full opportunity to become acquainted with all existing neighborhood conditions (and proposed changes thereto) which could affect the Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, prisons, stadiums, odor and/or noise producing land uses, crime, schools serving the Property, political jurisdictional maps and land use and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. In accordance with Ga. Code Ann. § 42-1-12, the Georgia Bureau of Investigation (GBI) is the central repository for Georgia's Violent Sexual Offender Registry. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.state.ga.us/gbi/disclaim.html](http://www.state.ga.us/gbi/disclaim.html)** or the local law enforcement offices in the community where the Property is located.

**“AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS” AND WAIVER OF RECEIPT OF SELLER’S PROPERTY DISCLOSURE AND WOOD INFESTATION REPORT.** The undersigned Buyer(s) acknowledge that the property is being sold “AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS” and waive any right or requirement to receive from Seller a Seller’s Property Disclosure and/or Wood Infestation Report.

Buyer’s Signature: \_\_\_\_\_

Co-Buyer’s Signature: \_\_\_\_\_

**ENVIRONMENTAL HAZARDS.** Seller is not aware of a defect or hazard however this does not mean that it does not exist. **It is the buyer’s responsibility to be informed and take additional steps to further investigate.** Some potential hazards that may be found in the state include:

1. Radon ([www.epa.gov/radon](http://www.epa.gov/radon))
2. Floods ([www.epa.gov/eftpages/emernaturaldisastefloods.html](http://www.epa.gov/eftpages/emernaturaldisastefloods.html))

3. Methamphetamine Labs
4. Wood-Burning Devices ([www.epa.gov/iaq/pubs/combust.html](http://www.epa.gov/iaq/pubs/combust.html))
5. Underground Storage Tanks ([www.epa.gov](http://www.epa.gov))
6. Well & Septic Systems ([www.epa.gov/ebtpages/wategroundwaterwells.html](http://www.epa.gov/ebtpages/wategroundwaterwells.html))
7. Contaminated Soils ([www.epa.gov/ebtpages/pollsoilcontaminants.html](http://www.epa.gov/ebtpages/pollsoilcontaminants.html))
8. Groundwater ([www.epa.gov/safewater/protect/citguide.html](http://www.epa.gov/safewater/protect/citguide.html))

For more information on environmental hazards, visit [www.epa.gov](http://www.epa.gov).

**FAIR HOUSING ACT DISCLOSURE.** Under the Federal Fair Housing Act, it is illegal to discriminate in the rental or sale of housing on the basis of race, color, national origin, religion, sex, handicap, or familial status.

**MOLD.** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Real property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and those individuals with immune system deficiencies, infants, children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property. Buyer represents and warrants to Seller that Buyer has made his own inspection and evaluation of the Property to Buyer's complete satisfaction and Buyer accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS.

**PERMITS AND REPAIRS.** If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "***Permits and Repairs***"), Buyer acknowledges and agrees that Buyer shall be responsible for obtaining any and all of the Permits and Repairs at Buyer's sole cost and expense, including but not limited to any certificate of use or other certification required by the ordinance. Buyer shall make application for all Permits and Repairs within ten (10) days of the Seller's Acceptance Date, such date to be the date of execution of the Agreement and any Exhibits and Addenda hereto. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.

**PROPERTY TAX DISCLOSURE SUMMARY.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership, use, or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any

questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.

**RADON.** Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Seller's broker or auctioneer as to the presence of radon and that the Buyer has not relied on the Seller's or Seller's broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

**SQUARE FOOTAGE.** Buyer acknowledges that the square footage of the Property has not been measured by Seller, Seller's broker or its auctioneer (including the square footage of the lot and home) and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, the auction website and any other information provided is based on information supplied to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or its agent.

**RECEIPT OF DISCLOSURES.** Buyer acknowledges and agrees that Buyer has received and/or had adequate opportunity to read and understand all disclosures and documents regarding the Property made available by Seller, Seller's broker or its auctioneer in print or electronic form (the "Disclosures"), prior to entering into the Agreement including without limitation:

1. The pamphlet "Protect Your Family From Lead in Your Home";
2. The documents and information made available on the internet at [www.realtybid.com](http://www.realtybid.com);
3. The written disclosures made available at the Property and at the location where the sale of the Property is conducted;
4. Any real estate brokerage relationship disclosures, such disclosures made available and provided to Buyer during the registration process, prior to bidding at auction and prior to entering into any Agreement for the purchase and sale of the Property; and,
5. The disclosures listed herein and attached to the Agreement, which are incorporated into the Agreement by reference herein.

Buyer understands and acknowledges that any information provided by or on behalf of Seller with respect to the Property, including without limitation, all information in any Disclosures or brochure was obtained from a variety of sources and that Seller and Seller's broker and auctioneer have not made any independent investigation or verification of such information and make no representations as to the accuracy or completeness of such information.

**"AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" SALE.** Buyer acknowledges and agrees that neither Seller nor any person acting as Seller's representative or agent has occupied the Property and that Buyer is acquiring the Property "AS IS, WHERE IS,

WITH ALL FAULTS AND LIMITATIONS”, in its present state and condition, with all defects and faults, whether known or unknown, presently existing or that may hereafter arise including, without limitation:

1. The value, any appraised value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
2. The income to be derived from the Property;
3. The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
4. The habitability, marketability, tenantability or fitness for a particular purpose of the Property.

Buyer shall hold harmless, indemnify and defend Seller and its representatives and agents from any claim arising from or relating to the Property. Buyer hereby fully and irrevocably releases Seller and its representatives and agents from any and all claims of any kind whatsoever, whether known or unknown, arising from or relating to the Property. This release includes claims that Buyer does not know or suspect to exist in Buyer’s favor and which would materially affect Buyer’s release of Seller if such claims were known by Buyer. The obligations and agreements of Buyer under this section shall survive the close of escrow or the earlier termination of the Agreement.

**WAIVER OF SPECIFIC PERFORMANCE REMEDY.** As a material part of the consideration to be paid or received by Buyer and Seller under the Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a Lis Pendens or notice of pendency of action against the Property if a dispute arises concerning the Agreement. Buyer agrees that the Property is not unique and in the event of Seller’s default, Buyer can be adequately and fairly compensated solely by receiving a return of Earnest Money Deposit and cancellation of Buyer’s obligation to purchase the Property. Upon return of the Earnest Money Deposit to Buyer, the Agreement shall be terminated, and Buyer and Seller irrevocably instruct the Closing Agent to return all funds and documents to the party that deposited them without further direction.

*Signature Page Follows.*

*To the maximum extent permissible under Georgia law, Buyer expressly waives any and all claims, damages, and/or remedies related to the foregoing and attached disclosures, including but not limited to those arising from any errors, inaccuracies, and/or omissions therein.*

Dated: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Printed Name

Dated: \_\_\_\_\_

**CO-BUYER:**

\_\_\_\_\_  
Co-Buyer Signature

\_\_\_\_\_  
Co-Buyer Printed Name