

BROKER PROTECTION DISCLOSURE ADDENDUM
(TO BE ATTACHED TO TDS, SPQ, BIA, AVID, AND ALL DISCLOSURE PACKAGES)

Property Address: _____

Buyer(s): _____

Seller(s): _____

1. PURPOSE OF THIS ADDENDUM

This Addendum supplements and clarifies disclosures provided in the Transfer Disclosure Statement (TDS), Seller Property Questionnaire (SPQ), Buyer's Investigation Advisory (BIA), Agent Visual Inspection Disclosure (AVID), and any other disclosures provided in connection with the Property.

Buyer and Seller acknowledge that Broker is relying upon this Addendum as a material part of the transaction.

2. BROKER LIMITED ROLE AND NO RELIANCE

Buyer and Seller acknowledge and agree:

- Broker and its agents are not contractors, engineers, architects, attorneys, accountants, inspectors, permit specialists, or other licensed experts unless specifically disclosed in writing.
- Broker does not independently verify permits, structural integrity, code compliance, workmanship, property condition, or the accuracy of information supplied by third parties.
- Broker may rely upon information provided by Seller, Buyer, inspectors, engineers, contractors, governmental agencies, appraisers, escrow companies, title companies, lenders, and other third-party professionals.
- Buyer and Seller are not relying upon any oral statements or opinions made by Broker or its agents regarding property condition, permits, structural components, code compliance, or the legality of improvements.
- Broker makes no representations or warranties except as expressly stated in writing.

3. ALTERATIONS, IMPROVEMENTS, AND PERMITS

Buyer acknowledges that any disclosure regarding repairs, remodeling, additions, alterations, conversions, modifications, or improvements constitutes notice that:

- Such work may have been performed with or without permits;
- Such work may not comply with current building codes or governmental requirements;

- Structural, mechanical, electrical, plumbing, environmental, or other conditions may exist that require further investigation.

Buyer is strongly advised to independently verify permits, approvals, inspections, and compliance with applicable governmental agencies and qualified professionals.

4. NON-OCCUPANT SELLER DISCLOSURE

Buyer acknowledges that:

- Seller may not have occupied the Property;
- Seller may have limited or no personal knowledge regarding certain conditions affecting the Property;
- Seller's disclosures are based solely upon Seller's actual knowledge.

Buyer understands that limited knowledge by Seller is not a representation regarding the overall condition of the Property.

5. BUYER'S DUTY TO INVESTIGATE

Buyer acknowledges and agrees:

- Buyer has an independent duty to investigate all aspects of the Property that are material to Buyer's decision to purchase.
- Buyer shall rely upon Buyer's own inspections, investigations, and professional consultations.
- Buyer is responsible for determining the existence, adequacy, legality, condition, value, suitability, and compliance of the Property and any improvements.
- Failure to conduct such investigations shall constitute Buyer's voluntary assumption of risks associated with undiscovered or unverified conditions.

6. ASSUMPTION OF RISK

Buyer acknowledges and assumes the risks associated with:

- Unpermitted work;
- Alterations, additions, repairs, or modifications;
- Structural issues;
- Code violations;
- Unknown, concealed, latent, or future-discovered defects;
- Conditions that could have been discovered through reasonable inspections or investigations.

7. INDEMNIFICATION & HOLD HARMLESS

Buyer and Seller agree to defend, indemnify, and hold harmless Broker, Broker's affiliated companies, and its agents, brokers, officers, directors, employees, independent contractors, successors, and assigns from and against any claims, demands, actions, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees and costs, arising out of or relating to:

- Failure by Buyer or Seller to conduct independent investigations or due diligence;
- Reliance upon incomplete, inaccurate, or limited information provided by any party or third party;
- Undisclosed, latent, concealed, or unknown property conditions;
- Any claims related to permits, structural issues, code compliance, alterations, additions, modifications, improvements, repairs, property condition, or the legality of improvements;
- Information provided by Seller, Buyer, governmental agencies, contractors, inspectors, engineers, appraisers, title companies, escrow companies, lenders, or other third-party professionals.

Buyer and Seller acknowledge that Broker has advised them to obtain independent inspections, investigations, permit verification, and professional consultations regarding all aspects of the Property.

Buyer and Seller further acknowledge and agree that Broker shall be entitled to rely upon the inspections, investigations, reports, disclosures, opinions, and information obtained or provided by the parties and their respective professionals, including inspectors, engineers, contractors, governmental agencies, appraisers, title companies, escrow companies, lenders, and other third-party experts.

Buyer and Seller acknowledge that Broker has not guaranteed the accuracy, completeness, or sufficiency of any information provided by third parties and has made no independent representation regarding matters outside Broker's expertise or scope of inspection.

The obligations contained in this Paragraph shall survive the close of escrow and transfer of title.

Buyer Initials: _____

Seller Initials: _____

8. MATERIAL FACT ACKNOWLEDGMENT

Buyer acknowledges that disclosures regarding repairs, remodeling, additions, alterations, conversions, modifications, or improvements constitute notice of conditions requiring further investigation and verification by Buyer.

9. ENTIRE AGREEMENT

This Addendum supplements all prior disclosures and agreements relating to the Property and shall survive the close of escrow.

10. LEGAL ACKNOWLEDGMENT

Buyer and Seller acknowledge:

- They have carefully read and understand this Addendum;
- They have had the opportunity to seek independent legal, tax, construction, engineering, and other professional advice;
- They voluntarily agree to the terms of this Addendum.

BUYER SIGNATURE(S):

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SELLER SIGNATURE(S):

Seller: _____ Date: _____

Seller: _____ Date: _____

AGENT ACKNOWLEDGMENT:

Agent: _____ Date: _____

Broker: Executive Bankers Realty