

BANK OWNED SPECIAL STIPULATIONS

FILL IN ALL LINES TO SUBMIT A COMPLETE OFFER
AGENTS MUST USE REVISED 2011 GAR CONTRACT

Addendum to Offer to Purchase Contract dated _____, for the property located at:
_____, **Georgia.** _____ **. (zip code)**

1. The Listing Broker may unknowingly list and the Selling Broker may unknowingly show properties that contain mold. Molds are a type of fungus, some of which may potentially cause harm to humans. The Brokers are not experts with regard to mold or the health effects of mold exposure. Accordingly, it is the sole responsibility of the Buyer to retain appropriate professionals to inspect any property that the Buyer may purchase to determine the presence of any mold.
2. Per the Financing Contingency the purchaser has 21 days to provide a mortgage denial letter. Once the Financing Contingency Period has passed all contingencies to the contract will be deemed satisfied and all deposits will become non-refundable for any reason. Purchaser understands the importance of "Due Diligence" and closing this transaction in the time frame allowed and understands that all deposits will be forfeited if they should fail to close after the Financing Contingency Period has expired. Purchaser agrees to pay any lender required "up front" fees in a timely manner. Failure to close this transaction on time because required fees (i.e. Appraisal & Credit Report) were not paid or purchaser did not act with "Due Diligence" in pursuit of financing will result in the loss of earnest money.
3. Purchaser agrees to make earnest money deposit within 48 hours of contract acceptance in the form of certified funds or money order made payable to the closing attorney (please reference paragraph #4 of the final accepted sales contract for closing attorney name). Purchaser understands the importance of diligently pursuing financing and all other terms which may have a time sensitive date on them. Seller has negotiated this contract in accordance with the dates set forth herein and will claim damage if it is deemed that the Buyer has failed to act diligently and in good faith. Buyer further acknowledges that they may place their earnest money in jeopardy should they not act diligently to pursue all obligations in accordance with the closing dated of this transaction. It is the Buyer's responsibility to ensure that the lender process their financing in a manner consistent with the terms of this contract and to ensure that their lender provide a loan closing package to the closing attorney at least 48 hours prior to the contractual closing date. The lender's failure to deliver the closing package to the closing attorney within this time frame could result in fees and penalties to the Buyer.
4. The sale of this property is made strictly "as-is". Neither the Seller nor Seller's agents have made any warranties or representations as to the condition of the property. Seller has made no warranties as to the existence or absence of lead based paint or any other environmental hazard which may exist with regard to this property.

BUYERS SIGNATURE

CO-BUYERS SIGNATURE

SELLING AGENT SIGNATURE

