

Additional Terms of Sale

1. The listing agent or broker may not represent prospective buyers of the property.
2. The property is being sold "as is" with no representations or warranties implied or expressed made by Seller or Seller's agents and/or representatives.
3. Buyer acknowledges that seller is acting in a fiduciary capacity as the Administrator of an estate in selling the property and therefore are not familiar with all aspects of the property, including but not limited to its condition, suitability for any particular purpose, history of the property and/or its condition past or present. In all documents pertaining to the sale of subject property, seller is signing and/or initialing in a fiduciary capacity as the conservator of the conservatee's estate.
4. Structural pest control report and repair work are not conditions of this sale. If Buyer elects to make repairs, the same shall be completed at Buyer's expense after Close of Escrow.
5. Buyer has completed all investigations of the Property and Buyer approves the condition of the property. All Buyer contingencies under the Agreement are deemed waived and removed.
6. All retrofitting required prior to the Close of Escrow by any local ordinance or state law shall be at Buyer's expense.
7. If Buyer elects to purchase a home protection plan or warranty it shall be at Buyer's expense with coverage and company to be selected by Buyer.
8. County and city transfer taxes and fees shall be paid one-half by Buyer and one-half by Seller.
9. Should Buyer fail to close escrow Seller may, at Seller's sole discretion, either (a) petition the probate court to vacate the sale if an order confirming sale was obtained and seek damages; or (b) grant Buyer an extension to complete the sale provided that Buyer pays a penalty to Seller outside of escrow. Any extension must be in writing and specify the number of days being granted to complete the sale. The penalty must be paid in full at the time the extension is granted. Such penalty shall be a per diem charge of \$100 for the first 7 days granted in the extension and a per diem charge of \$200 a day for any additional days. If Buyer closes escrow before the deadline authorized in the extension, Seller shall refund to Buyer outside of escrow the portion of the penalty assessed for each full calendar day remaining beyond the actual close date. Buyer acknowledges that nothing in this section confers on Buyer a "right" to an extension and that the decision to grant an extension is solely within Seller's discretion.