



VACANT LAND HOLD HARMLESS AGREEMENT

The undersigned parties (Buyer or Buyers) as Purchasers of the VACANT real property referenced below by APN, address understand that the Listing Agent and/or Selling Agent will not provide Buyer with legal or local government development/ planning/ engineering/ building information. The Buyers therefore assume all liability and due diligence in investigating directly with City/ county/ State departments in the use and development guidelines on the subject vacant land. The undersigned Buyers are advised to contact the government agency of jurisdiction relating to cost and guidelines development and use of below mentioned real property. The Buyers further acknowledge that they have been advised by the listing and selling agents to discuss this transaction with their attorney or accountant, and the buyers have utilized the opportunity to the extent they so desire.

3097211050000

Assessor's Parcel Number (APN)

Nevada Rd

Property Address

Phelan

CA

92371

City

State

Zip Code

The undersigned further agree that there have been no guarantees or promises of use and development made to them by The Volsch Team, its agents or employees. It has been explained to the Buyers, and they agree to as much below, that in a changing real estate market Brokers and agents can make no warranties whatsoever implied or otherwise as to time, cost, use, and guidelines needed to develop any property. Because The Volsch Team agents do not and cannot make any guarantees, Buyers agree that any prior statement made by the Agent to the contrary is hereby waived and shall have no effect whatsoever in connection with the services to be offered by Agent. Moreover, any information that the Agent has presented to the Buyers is to assist the Buyers in making an informed decision in the purchase but in no way should preclude the Buyers from seeking professional legal advice and due diligence directly with governmental agencies. It is strongly suggested that the Buyers do both. **This is in addition to Paragraph 17 of the Vacant Land Purchase Agreement executed by Buyers.**

In consideration of the mutual agreements between the parties, the Buyers hereby agree to hold the Agents and The Volsch Team harmless from all loss or expense of any kind occasioned by the services intended to be provided by the Agents and The Volsch Team or claimed by reasons of acts or neglect of third parties, including property inspectors, visitors, or third party independent contractors. Buyers agree that they shall further defend, indemnify, and hold harmless their Agents and The Volsch Team from any and all claims, demands, liabilities, actions, proceedings, judgments, fines or other expenses including without limitation, reasonable attorney's fees, incurred by Agents or The Volsch Team arising from or related to any claim of alleged errors and omissions caused by or related to the acts of the Buyers, The Volsch Team, and/or employees. Buyers agree that if they take any action against the Agents or The Volsch Team, contrary to this agreement to indemnify and hold harmless, the Buyers shall reimburse the Agents and/or brokerage for any attorney's fees or costs of any kind or nature which may be incurred by the Agents and/or The Volsch Team to enforce the provisions of this agreement.

IN SIGNING THIS RELEASE, I (WE) ACKNOWLEDGE AND REPRESENT THAT I (WE) have read the foregoing HOLD HARMLESS AGREEMENT, understanding it and sign it voluntarily; further no oral representations, statements or inducements, apart from this agreement, have been made.

Buyer's Signature

Date

Buyer's Signature

Date

Print Buyer's Name

Print Buyer's Name