

Rider to Contract of Sale

This Rider is attached to and made part of the sale agreement between Buyer and Seller (the "Agreement") for the property commonly known as:

808 Linden Rd, Kohler, WI 53044

If any provisions of this Rider conflict in whole or in part with the terms of the Agreement, the provisions of this Rider shall control.

1. Buyers acknowledge that this sale is a corporate relocation and the Agreement is contingent upon American Escrow & Closing Company (AECC) (hereinafter "Seller") being able to deliver good and marketable title to the property. In addition, Buyer acknowledges that Seller's ability to transfer title is contingent upon Seller's ability to acquire ownership of the property through a contract with the individual being relocated upon terms satisfactory to that individual and Seller on or before the closing date. If Seller does not acquire ownership, authority and/or obtain marketable title on or before the closing date, the Agreement may be deemed null and void at the Seller's option. In that event, the earnest money or Buyer's deposit will be refunded to Buyer as Buyer's sole and exclusive remedy, and Seller will be released from further liability. Seller may, at its option, deliver title either by deed directly from record owner(s) or by deed executed by AECC or by RAC Closing Services, LLC. or National Transfer Services, LLC. a Texas limited liability company (NTS), an entity holding title on its behalf. RAC or NTS shall have no direct or indirect liability for any covenants, obligations, or undertaking of Seller under this Agreement.
2. It is agreed and understood that the Buyer's earnest money deposit shall be made payable to the listing agency or specified closing agent as directed by AECC. In case of default of the Agreement by Buyer, it is expressly agreed that the earnest money deposit herein shall be paid to Seller as liquidated damages.
3. The property is purchased in "AS IS" condition with all faults (if any). The Buyer acknowledges that neither Seller, nor any of its employees or agents have ever occupied the property. Seller makes no warranties, either implied or direct, as to the condition of the property. Buyer acknowledges that Buyer is not relying on any representations, statements, guarantees or warranties concerning the property made by anyone, including, but not limited to Seller. Buyers are strongly encouraged, at their own expense, to have the property professionally inspected. Unless inspections are waived pursuant to the Agreement, if Buyer does not inspect or fails to submit a written request for repairs within the sooner of the time period provided for in the Agreement, if any, or within 10 business days of acceptance of the Agreement, Buyer shall hereby waive their right to do so and agree to accept the condition of the property as is, relieving Seller and its agents of all further liability.
4. Seller and Broker do not have knowledge of any existing conditions or inspections which pertain specifically to the property other than those revealed on the attached Homeowner's Disclosure form dated _____ provided by the resident owner of record.
5. Buyer agrees that Buyer is not relying on the accuracy of the statements in the disclosure documents and may inspect the property in accordance with #3 above.

6. The Buyer acknowledges that Seller will provide customary seller paid inspections, if any, as agreed to in the Agreement. Any additional inspections are solely at Buyer or lender discretion and expense to satisfy their concerns as to the condition of the property. Buyer agrees that Seller's responsibility shall be entirely relieved at closing.

7. The Buyer acknowledges that the Buyer's decision to purchase is based solely upon the Buyer's inspections and analysis of the property. Seller recommends that Buyer secure such surveys; title inspections; professional building inspection reports; any inspections or tests necessary to determine the presence of radon gas, asbestos, lead based paint, mold, underground storage tanks, or other toxic or hazardous substances in or about the property; and any other tests and inspections Buyer deems appropriate to determine the condition of the property.
8. ☐ The Buyer waives their right to obtain any additional inspection at Buyer's expense and agrees to hold Seller, its officers, directors, employees, agents, contractors, tenants and record owner harmless from any subsequent consequences which may result from Buyer's election not to secure such additional inspections.

☐ The Buyer and Seller agree that the Agreement is contingent upon the following inspections at Buyer's expense:

Buyer agrees to indemnify and hold harmless Seller, its officers, directors, employees, agents, contractors, tenants and record owner from all claims, damages, liabilities, and expenses arising in connection with inspections made by Buyer, its agents or contractors, prior to closing and to repair any and all damages caused by its inspectors, inspections or tests.

9. Tax prorrations and assessments, if any, shall be based on the most recent actual tax bill for the property. THERE WILL BE NO ADJUSTMENTS OR REPRORATIONS WHATSOEVER AFTER CLOSING REGARDLESS OF ANY CHANGE TO THE BUYER'S CLOSING DISCLOSURE. This provision shall survive delivery of the Deed and the closing. Buyer acknowledges that Seller may provide a deed from another party at closing.
10. Title Company to be **Associated Attorney Title & Closing Company, P.C.** and closing to take place at a location as mutually agreed. Seller will not provide a policy of title insurance to Buyer at Seller's expense unless the property is in a jurisdiction where it is customary for a Seller of residential property to do so and, in that event, Seller reserves the right to select the title insurer/agent. The parties acknowledge that Seller has retained **Associated Attorney Title & Closing Company, P.C.** to represent its interests with respect to title and settlement of the subject property. **Associated Attorney Title & Closing Company, P.C.** has already obtained a title search and a title insurance commitment on the property has been issued. To the extent the Seller is, by contract or custom, obligated to pay for title and closing services or title insurance policies, **Associated Attorney Title & Closing Company, P.C.** shall be solely responsible for selecting, managing and choosing the provider of said services. Notwithstanding the foregoing, Buyer acknowledges that Buyer is not required to purchase settlement services, including title insurance, from any particular company as a condition of sale. In the event a title report reflects title defects, Seller shall have the option to correct the item or terminate the transaction at Seller's discretion. Seller shall have no obligation to bring any action or proceeding or otherwise incur any expenses whatsoever to render title marketable or insurable.

11. The closing shall occur on or before _____ with **Time Being of The Essence**. Failure of either party at any time to require performance by the other party of any provision of the Agreement or this Rider shall not be deemed a continuing waiver of that or any other provision. If the Buyer does not close this transaction on the scheduled closing date, a delay in closing charge of 1% of the sales price may be charged to the Buyer per month, pro-rated on a daily basis for each day the closing is delayed. This clause cannot be waived without Seller's written consent.

If Seller has agreed to credit Buyer monies at closing, any such credit will not exceed an amount acceptable to Buyer's lender, if any, and said credit must appear on the Closing Disclosure. Buyer shall execute, prior to or at closing, a release, hold harmless and indemnification with respect to repair credits and inspection items.

Buyer acknowledges and agrees that Seller and Seller's relocation client (i.e., the employer in a relocation transaction) are entitled to receive a complete, fully executed copy of the Closing Disclosure reflecting all monies received and disbursed in connection with this transaction.

Notwithstanding anything to the contrary in the Agreement, or elsewhere, any brokerage commission or compensation due the listing broker or the selling broker will be considered earned and payable only if and when the sale to the Buyer is closed, the deed is delivered to Buyer and the purchase price is delivered in full to the Seller.

The Buyer hereby expressly agrees that any buyer broker agreement executed by the Buyer may be released by the selling broker to the Seller if requested by the Seller.

12. Buyer agrees to credit Seller for any fuel (i.e. oil/propane) remaining, if any, based on a fuel oil reading by a fuel company.
13. Possession shall be given to Buyers at closing and funding. Buyer may not alter property, store anything on/in, occupy or otherwise use or access property prior to closing and funding.
14. Notwithstanding, anything contained in the Agreement to the contrary, Seller expressly rejects all mediation, arbitration and other alternative dispute resolution procedures. Any provision in the Agreement requiring such procedures are void and of no effect.
15. At closing, Seller will be relieved of all responsibility and liability for maintaining any insurance on the property and Seller insurance policies will terminate immediately upon closing. Buyer is responsible for obtaining such coverage as Buyer deems appropriate.
16. The Agreement and this Rider may not be assigned by Buyer unless Seller gives prior written consent. Any modification of the Agreement or this Rider must be made in writing and executed by both Buyer and Seller.
17. Agent has informed the Seller of the Seller's obligations under 42 U.S.C.4582(d) (The Lead-Based Paint Hazard Reduction Act) and is aware of his/her responsibility to ensure compliance.
18. If any provision of this Rider conflicts with the applicable law of the jurisdiction where the property is located, such conflict shall not affect other provisions of this Rider which

can be given effect without the conflicting provision.

19. No agreement for the sale of the property shall be deemed effective unless executed in writing by Seller's authorized employee. Any offer or counter-offer executed by a real estate broker or agent on behalf of the Seller will not be binding unless ratified in writing by Seller.
20. MLS information, including but in no way limited to square footage, school districts, inclusions/exclusions, etc.) are not part of the Agreement and are not representations or warranties by the Seller or any party affiliated with the Seller.
21. Buyer's (a) failure to notify Seller in writing of any defects within the time limits provided in this Rider, or (b) acceptance of the Deed at settlement shall constitute Buyer's full and final acceptance of the condition of the property and an absolute and irrevocable waiver of Buyer's right to object to its condition or assert any claim related to the property at any time in the future including, but not limited to latent defects of which Seller had no actual knowledge. This provision shall survive delivery of the Deed and the closing.
22. Force Majeure Event
The performance of this Agreement is subject to termination and/or extension upon the occurrence of an Excused Event, as further defined below. As used herein, an "Excused Event" shall mean any Acts of God, declared state of emergency or public health emergency, epidemic or pandemic, government mandated quarantines and isolations, war, acts of terrorism, organized labor activities, natural disasters, and/or government mandated orders for civil or military authorities, shut down of state or local governmental offices, any or all of which would either hinder the Seller's performance under this Agreement and/or make such performance impractical and/or impossible. If an Excused Event occurs to the Seller, then the Seller shall provide notice to the Buyer of such Excused Event as soon as practical and the Seller shall have the option of, in Seller's sole and exclusive discretion:
 - A. Delaying Seller's performance and obligations hereunder, including but not limited to, delaying the closing date, and notifying the Buyer of the anticipated additional time needed in order to perform Seller's obligations pursuant to this Agreement; or
 - B. Terminating this Agreement. In the event of termination, the Seller's only obligation shall be to return the deposit funds to the Buyer.

In the event the Seller chooses to extend this Agreement pursuant to section A, above, and if the continuation of the Excused Event would make Seller's performance impractical and/or impossible, the Seller, in its sole and exclusive discretion, may then elect to terminate this Agreement.

In the event Seller terminates this Agreement, the Buyer's sole and exclusive remedy shall be a return of the earnest money or Buyer's deposit and the Seller shall be released from any and all liability that may arise under this Agreement.

[SIGNATURE PAGE FOLLOWS]

BUYER _____ DATE _____

BUYER _____ DATE _____

Seller - AMERICAN ESCROW & CLOSING COMPANY

BY _____

TITLE _____ DATE _____

LISTING BROKER _____ DATE _____

SELLING BROKER _____ DATE _____