

EXIT Realty DTC Short Sale Disclosure to Buyer & Selling Agent

This Disclosure had not been approved by the Colorado Real Estate Commission

1. This contract is contingent upon Seller's lender releasing the property for less than the full amount due on Seller's loan with enough proceeds to pay Seller's closing costs and prorated expenses at closing and Broker's commission. Per Seller's instructions/digression, Seller will sign contract after Seller has received and approved lenders short sale approval. Unless a seller's signature is required by the short sale lender.
2. Buyer is aware that the seller will continue to market the property in Metrolist and accept additional offers for submission to bank for approval of short sale. Should buyers offer be accepted by bank for short sale approval, seller will notify buyer in writing, 24 hours from approval by bank.
3. Seller & Buyer acknowledge that the property is to be sold in "as is" condition, without any repairs to be done by Sellers and without any warranties given or implied by the listing agent in regards to the multilist listing information. The Seller and or the short sale lender will not perform any repairs or give any credits to the buyers for condition or repairs of any kind (example: FHA appraisal inspection items.) The Buyers will verify all multilist listing data and inclusions through public records and on site inspections and complete all due diligence by the Inspection Objection deadline. The Inspection Objection deadline is only to determine if the Buyers will proceed with this contract.
4. Buyer can withdraw their offer at anytime prior to the seller's acceptance with written notification by email to the listing agent.
5. Buyer understands the house is to be sold with no guarantee that any appliances and/or personal items will be in the home upon buyer's possession date. All appliances and personal property left at the property after the buyer takes possession become property of the buyer.
6. Buyer takes responsibility for any due diligence regarding any and all HOA information, including procuring CIC documents. Seller will not pay any fees for the owner's association status letter, CIC documents or the HOA transfer fee. These fees will be the responsibility of the buyer period and must be written into the contract or seller will counter contract.
7. Buyer is responsible to verifying taxes owed on the property.

8. The buyer is responsible for the payment to have the property de-winterized and then re-winterized. This cost is \$125 for each de/rewinterization, when full payment is delivered into Exit Realty's office, the seller will then move forward with the winterization procedures. It is recommend that if there is to be an inspection and a FHA appraisal performed on the property that the selling agent coordinates this to be done together to not incur additional fees.
9. Buyer to deliver earnest money to List Agent's designated Title Company by the alternative earnest money deadline.

**Please check the short sale website:
www.exitshortsaleinfo.com for weekly
updates.**

Property
Address: _____

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Selling Agent _____ Date _____

Listing Agent _____ Date _____