

PROPERTY FORECLOSURE DISCLOSURE AGREEMENT

This addendum agreement, made this ____ day of _____ 20 __, is agreed to and shall bind the TENANT and ASSOCIATION, its heirs, agent, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased.

Property address: _____

Name of ASSOCIATION: _____

Management: _____

Name(s) of TENANT: _____

TENANT understands and acknowledges that the subject property is **owned by the ASSOCIATION** by virtue of a lien foreclosure and is currently _____ in foreclosure by the bank, OR _____ may be close to being in foreclosure by the bank, and that TENANT may be forced to vacate the property prior to the natural expiration of the lease due to a foreclosure and/or new ownership of the property. TENANT voluntarily chooses to rent the property and accepts the full financial responsibility associated with all expenses incurred by TENANT, including moving expenses, that may result if and/or when the TENANT is forced to vacate the property prematurely.

HOLD HARMLESS: TENANT agrees to hold harmless the ASSOCIATION, the ASSOCIATION's legally appointed representative (MANAGEMENT) , its agents, employees, assigns, successors and heirs, should the TENANT incur moving expenses and/or any other expenses or losses associated with moving and/or vacating the property.

RENT: TENANT agrees to pay rent to MANAGEMENT and/or ASSOCIATION as per the lease agreement unless BY COURT ORDER is directed to pay rent to another party. If TENANT is forced to vacate prior to the natural expiration of the lease as a result of a foreclosure, and/or new ownership, then the ASSOCIATION and/or MANAGEMENT shall prorate the rent for the last month of tenancy. TENANT agrees that any foreclosure or pre-foreclosure proceedings have no bearing upon the TENANT's responsibility to pay rent, and TENANT agrees to pay rent in full without any deductions through the actual date that the TENANT vacates the property, and upon vacating, shall notify MANAGEMENT and/or ASSOCIATION in writing.

SECURITY DEPOSIT AND/OR ADVANCE RENT: TENANT agrees that the security deposit and/or advance rent, if any, shall be processed by MANAGEMENT or ASSOCIATION as per terms of the lease, and TENANT agrees that such security deposit and or last month's rent, if any, may be transferred to the current or the new property OWNER or property manager at the sole discretion of MANAGEMENT, and TENANT holds management harmless for any loss of the security deposit and/or advance rent held, if any. TENANT understands that the security deposit and/or advance rent may be at risk in the event of a foreclosure or in the event the monies are transferred.

THE POSSIBILITY THAT I/WE MAY BE FORCED TO VACATE THE PROPERTY AT TENANT'S EXPENSE PRIOR TO THE EXPIRATION OF THE LEASE HAS BEEN FULLY DISCLOSED BY THE AGENT FOR ASSOCIATION PRIOR TO THE EXECUTION OF THE LEASE.

ALL PROVISIONS OF THE LEASE AGREEMENT SHALL APPLY UNLESS IN CONFLICT WITH THIS ADDENDUM IN WHICH CASE THIS ADDENDUM SHALL APPLY.

TENANT's signature _____ Date _____

TENANT's signature _____ Date _____

ASSOCIATION and/or MANAGEMENT _____ Date _____