

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement is for the benefit of Federal Home Loan Mortgage Corporation, also known as Freddie Mac (hereinafter referred to as “Seller”), made this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as “Purchaser”).

WHEREAS, Purchaser has executed a Purchase and Sale Contract, and addenda thereto, with Seller on \_\_\_\_\_ (Date of Contract), for the purchase and sale of the property commonly known as \_\_\_\_\_ (hereinafter referred to as “the Property”),

It is hereby agreed and understood by the Purchaser that:

- A. Pursuant to the terms of the Purchase and Sale Contract, Purchaser accepts the Property from the Seller in “As-Is” condition.
- B. Purchaser has had an opportunity to search the municipal records and the public land records and speak to the municipality regarding any violations, liens and/or fines against the Property.
- C. Purchaser hereby agrees to assume all responsibility for all violations, fines and/or liens against the Property, known and unknown to the Seller or Purchaser, including but not limited to those shown on Exhibit “A” attached hereto.
- D. If at the time of closing, there are violations, fines or liens against the Property and/or the Seller as related to the Property, the Seller is not obligated to resolve the violations, fines or liens on title or pay any related violations, fines and/or penalties in order to close this transaction and transfer title.
- E. Because violations, fines and liens are not being paid or released at closing, the title company issuing title insurance at closing, may list any known liens and/or judgments appearing of public record as an exception to the title insurance policy, and Purchaser agrees to accept such exceptions.
- F. If after closing, the violations result in, give rise to, or become judgments or monetary violations, Purchaser agrees to pay any and all violations and penalties and further agrees to indemnify and hold harmless the Seller against the collection thereof by the municipality. This includes but is not limited to costs, liabilities and damages incurred by any or all of the foregoing for any actions or claims of the municipality.
- G. In the event any claim is made, or any action, suit or proceeding is brought against the Seller or the Purchaser regarding any violations and/or fines which were assessed during, prior to or after the period the Seller was in title, the Seller shall have the right, at its option, to participate in any such claim, action, suit or proceeding. Purchaser shall pay any demand made by the municipality or lienholder for the payment of the violations, fines, liens or judgments related thereto and will continue to hold the Seller harmless for the collection thereof.

- H. In the event Seller agrees to remedy, pay or release any violations, fines or liens prior to closing or from closing proceeds, Purchaser accepts the premises AS IS as of the date of closing and will not seek any further monies from or remediation by the Seller. In the event the monies paid by Seller are insufficient to remedy the violations, fines or liens and Purchaser accepts title at closing, Purchaser is responsible for any and all outstanding violations, fines or liens and holds Seller harmless from collection of same. Closing of title shall be deemed full performance by Seller, and Purchaser releases Seller of any and all liability regarding the Property.
- I. Purchaser acknowledges and represents that no oral representations, statements or inducements have been made to Purchaser by Seller or any other party on Seller's behalf.
- J. Purchaser, on Purchaser's behalf and on behalf of any and all subsequent heirs, successors and/or assigns, is fully bound by this Hold Harmless Agreement.
- K. Purchaser acknowledges and represents that Purchaser has carefully read this Hold Harmless Agreement, understands it, signs it voluntarily, and has had the opportunity to seek counsel prior to its execution.
- L. This Agreement constitutes the sole and entire agreement between the Seller and Purchaser except for the Purchase and Sale Contract and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral. This Agreement may be amended, modified, or altered at any time upon approval by the Seller and Purchaser; however, any such amendment must be in writing and signed by both the Seller and Purchaser in order for such amendment to be for any force and effect.
- M. Purchaser and his/her attorneys will not, directly or indirectly, make any negative or disparaging statements against the Seller or the Seller's trustees, officers, directors, employees, agents, representatives, successors and/or assigns, conservator, or regulator maligning, ridiculing, defaming, or otherwise speaking ill of the Seller, and their business affairs, practices or policies, standards, or reputation (including but not limited to statements or postings harmful to the Seller's business interests, reputation or good will) in any form (including but not limited to orally, in writing, on any social media, blogs, internet, to the media, persons and entities engaged in radio, television or Internet broadcasting, or to persons and entities that gather or report information on trade and business practices or reliability) that relate to the purchase or sale of the Property or any matter covered by this Agreement.
- N. This Hold Harmless Agreement shall be governed by the laws of the State of \_\_\_\_\_ and should any portion of this Hold Harmless Agreement be deemed to be unlawful or unenforceable, that portion alone shall be voidable, and all other portions shall remain, in whole or in part, in full force and effect.

Now therefore, Purchaser on Purchaser's behalf and on behalf of any and all subsequent heirs, successors and/or assigns, hereby acknowledges and agrees that Purchaser wishes to purchase the Property As-Is according to points outlined above. Purchaser further agrees to irrevocably and forever release, discharge, waive, hold harmless and indemnify Federal Home Loan Mortgage Corporation and its conservators, regulators, trustees, officers, directors, employees, agents, representatives, successors and/or assigns; Radian Real Estate Management, its

employees, agents and assigns; the designated HomeSteps Closing Agent, its employees, agents and assigns; the designated Listing Broker, its employees, agents and assigns; and the designated Selling Broker, its employees, agents and assigns from all claims, losses, causes of action and liabilities of any kind and of whatsoever nature, including attorney's fees, which may arise out of or relating in any way to any issue referenced herein above.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first appearing above.

\_\_\_\_\_

Purchaser

\_\_\_\_\_

Purchaser

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I, \_\_\_\_\_ Notary Public in the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and executed the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Seal



**RELEASE AND HOLD HARMLESS AGREEMENT**

SELLER:  Federal Home Loan Mortgage Corporation d/b/a HomeSteps  
 Federal Home Loan Mortgage Corporation, as Trustee for

BROKER / VENDOR: \_\_\_\_\_

ASSET NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

The undersigned acknowledges that:

1. This Agreement shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of any of the parties.
2. The Seller has disclosed to the undersigned and that the property presents a risk of personal injury or death;
3. The Seller has disclosed to the undersigned the condition of the property that the property may have the following possible health/safety risk(s):
  - Illegal or industrial chemicals and substances and associated environmental conditions
  - Mold, mildew or fungus
  - High-sulfur content building materials (defective drywall)
  - Existing petroleum surface storage tank or underground storage tank
  - Other: \_\_\_\_\_
4. The undersigned desires and intends to enter the property for the purpose of viewing, inspecting, or purchasing said property;

Therefore, having been appraised of the possible health risks, and having conducted independent inquiries with appropriate professionals, if desired, the undersigned elects to enter into the subject property.

The undersigned, having read this Release and Hold Harmless Agreement (“Agreement”), in consideration of being granted access to the subject property and other good and valuable consideration received from or on behalf of Seller, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to release and hold harmless Seller, its agents, employees, contractors, and representatives from and against any claims, damages, losses, costs or expenses of any kind, financial or otherwise, sustained or arising from the undersigned’s entry onto, physical inspection of the subject property.

The undersigned agrees that this Agreement shall be binding upon him/her/them, his/her/their heirs, representatives, executors, administrators, assigns, and insurance carrier, and shall inure to the benefit of Seller, its agents, employees, servants, successors and assigns.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT:

Dated this ____ day of _____ 20____ _____
--