



## AGREEMENT OF PURCHASER (Primary Residence)

In addition to the representations in section 21 of Addendum #1 of the Contract of Sale dated \_\_\_\_\_, 20 \_\_\_\_, between Seller

- ☐ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
  - ☐ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for
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and Purchaser and any and all other contractual documents, for the property located at \_\_\_\_\_ (“Property”), I certify, agree, represent and acknowledge that:

1. All of the information provided in this Agreement of Purchaser and any supporting documents requested by Seller and provided to Seller by me are true and accurate.
2. I understand that Seller will rely upon the information provided by me in determining whether to complete the sale of the Property to me.
3. I intend to occupy this residence as my primary residence.
4. I will occupy the Property no later than 60 days after the date of Closing.
5. I will not re-sell, convey, otherwise grant any interest in the Property, list for sale or rent the Property in whole or in part to a third party within one year after the date of Closing of the sale under the Contract of Sale.
6. In the event that I list for sale or rent the Property in whole or in part to another party within one year after the date of Closing in breach of this Agreement, I agree to pay Seller as liquidated damages the greater of either \$10,000 or (a) any gains that accrue to me as the result of said transaction, represented as the positive difference between the total sales price listed in the above-referenced Contract of Sale and the sales price at which the Property is resold or (b) the total rent(s) to be paid or paid by the tenant of the Property over the course of the tenancy as shown in the lease agreement. I agree to provide Seller any documents related to these amounts, including but not limited to, the sales contract or lease agreement, upon request. I also understand that, notwithstanding the preceding, Seller may elect to receive the lesser of these figures, but if and only if Seller determines, *in its sole discretion*, that I executed this agreement in good faith.
7. I agree and understand that if Seller determines that I made any misrepresentations in the Contract of Sale, Addendum #1, this Agreement of Purchaser or otherwise, Seller may refuse to enter into any future transactions with me for the purchase, sale or financing of real property and may place my name on Seller’s Exclusionary List in order to accomplish this purpose.
8. I agree and understand that any misstatement or misrepresentation in this Agreement of Purchaser will constitute a breach by me of the Contract of Sale, and will permit Seller the right to cancel the Contract of Sale and to exercise any remedies available under the Contract of Sale and applicable law or equity.
9. I agree that should I refuse to honor any demand made by Seller pursuant to the Contract of Sale, Addendum #1, this Agreement of Purchaser or applicable law that Seller shall have the right to initiate legal action against me to enforce Seller’s rights and that I will pay all costs and expenses, including, but not limited to, reasonable attorneys’ fees and costs of collection and enforcement, incurred by Seller in furtherance thereof.

10. I understand that any misstatement or misrepresentation in this Agreement of Purchaser may subject me to criminal and/or civil liability, and that Seller may refer evidence of such misstatement or misrepresentation to the appropriate law enforcement agencies.
11. I agree that the representations I have made and the matters to which I have agreed in this Agreement of Purchaser will not merge with the deed conveying title to the Property and they will survive closing of this transaction.

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Purchaser Signature

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Date

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Purchaser Signature

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Date

**Statement of Selling Agent**

- A. I agree and represent that to the best of my knowledge, after having conducted due diligence into the representations made by Purchaser in this Agreement of Purchaser, that the Purchaser intends to occupy the Property after closing as Purchaser's primary residence in accordance with the terms of this Agreement of Purchaser. I acknowledge that Seller is relying on this representation for approval of this sale. I agree and represent that I will not list the Property for sale or rent for a period of one year after the first date of Closing of the sale under the contract of Sale.
- B. I agree that I if become aware that the purchaser will not occupy the residence as specified in this agreement, I will report this knowledge to Freddie Mac.
- C. I agree and understand that if Seller determines that I or the Purchaser made any misrepresentations in this Agreement of Purchaser or otherwise, Seller may refuse to enter into any future transactions for the purchase, sale or financing of real property in which I am involved, and may place my name on Seller's Exclusionary List in order to accomplish this purpose.
- D. I also agree and understand that any misstatement or misrepresentation in this Agreement of Purchaser may subject me to criminal and/or civil liability, and that Seller may refer evidence of such misstatement or misrepresentation to the appropriate licensing or law enforcement agencies.

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Selling Agent

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Selling Agent's License Number

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Date