

Vylla Homes LLC  
6800 Jericho Turnpike Suite 120W  
Syosset NY 11791

## Release and Hold Harmless Agreement

Property Address: 159 East 43rd Road Brooklyn NY 11203

The persons signing this Release (the "Undersigned") acknowledge that it has been disclosed to or by them that the condition of the above referenced premises (the "Property") may present certain known and unknown conditions which could pose a risk to the Undersigneds' health and/or physical being up to and including death.

The Undersigned and any other third party vendor or entity connected with the sale or potential sale of the Property hereby authorize Vylla Homes, its agents and agents affiliated with other real estate brokerages to conduct showings of, and provide access to, the Property. The Undersigned and third party vendors/entities are aware of the potential health or physical risks to the Undersigned which may arise as a result of the showing/accessing the home. Potential health risks include but are not limited to the presence of asbestos, mold and the novel coronavirus (COVID-19), etc. The undersigned and any other third party vendors/entities hereby waive any and all rights, claims, complaints and actions they may have as result of Vylla Homes and their agents showing the Property.

Furthermore, the Undersigned and third party vendors/entities acknowledge that neither the agent nor anyone affiliated with Vylla Homes, has offered any legal or medical advice or guidance regarding the risks associated with accessing the property. The Undersigned and third party vendors/entities connected with the sale or potential sale of the Property will use its best efforts to continue obtain and relay any available updated information as it pertains to the Property. The Undersigned acknowledge that neither Vylla Homes nor any of its agents, officers, owners, brokers, investors or employees are in any way liable as a consequence of the showing of the Property or of the unknowing violation of any state, local or federal government guidelines, regulations, rules or law. The Undersigned agree to hold each other harmless and indemnify each other against any and all claims, rights, complaints, suits, etc. that may result from this showing.

In consideration of being granted access to the Property and having read this agreement, the Undersigned hereby agree, to the fullest extent permitted by law, to release and hold each other and any other third party vendors/entities harmless from any claims, damages, losses, costs or expenses of any kind, financial or otherwise, including but not limited to personal injury damages, sustained or arising from the undersigned's entry onto, presence at and or physical inspection or repair of the property and or anything else relating in any way to the Property, including relating to any negligence.

In the event of any claim brought by or on behalf of the Undersigned against any released party, the Undersigned shall indemnify such released parties for attorney's fees and all costs (including but not limited to damages) related to any such claim.



Having been advised of the possible known and unknown health and personal injury risks it is still the Undersigned's desire to enter the property for the purpose of viewing, inspecting, showing and/or making repairs to the Property thus asuming all risks, both known and unknown.

The undersigned agrees that this agreement shall be binding upon him/her/their heirs, representatives, executors, administrators, assigns, and insurance carrier, and shall inure to the benefit of the released parties and their successors and assigns.

THE UNDERSIGNED HAS READ, FULLY UNDERSTANDS, AND HERBY AGREES TO THE FOREGOING AGREEMENT:

Acknowledged and agreed to:

*Charles Payne*

Charles Payne, REO Asset Manager  
Specialized.com or Vuylla LLC, as Attorney in fact

11/12/20

Seller

Date

Buyer/Third Party

Date

Seller

Date

Buyer/Third Party

Date

*Karen Crichlow*

11/12/2020  
Date

Listing Agent

Karen Crichlow - Associate Broker

Buyer's Agent

Date