

ADDENDUM FORM

TO PURCHASE AND SALE CONTRACT ~ RESIDENTIAL RENTED PROPERTY FOR 1-4 FAMILY

Published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

BROKER COMMISSIONS AND COMPENSATION ARE NOT SET BY LAW OR BY ANY REALTOR® ASSOCIATION OR MULTIPLE LISTING SERVICE AND ARE FULLY NEGOTIABLE.

When signed, this document becomes legally binding on you. You may wish to consult your attorney.

SELLER Shea Development Enterprises BUYER _____

SELLER _____ BUYER _____

PROPERTY 1040 Garson Ave, Rochester, NY 14609

Seller represents to Buyer that the Property is subject to the tenancies set forth below and that the following information is true and accurate as of the date set forth below:

SCHEDULE A

Unit No.				
Tenant(s) Name(s): David White	David White	Trevor Cranmer	Peter Gorkback	Shalanda Smith
Monthly Rent:	\$ 695	\$ 330	\$ 150	\$ 375
Initial Security Deposit:	\$ 525 ☐ N/A	\$ 0 ☐ N/A	\$ 0 ☐ N/A	\$ 375 ☐ N/A
Security Deposit Remaining:	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A
Advance Rent Paid:	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A
Interest Bearing Account? (Check One)	☐ Yes ☒ No ☐ N/A	☐ Yes ☐ No ☒ N/A	☐ Yes ☐ No ☒ N/A	☐ Yes ☒ No ☐ N/A
Oral or Written Tenancy: (Check One)	☐ Oral ☒ Written	☒ Oral ☐ Written	☒ Oral ☐ Written	☐ Oral ☒ Written
Lease Term: (e.g., one year, month-month, etc.)	1 yr			1 yr
Date Tenancy Began:	6/1/16	2016	2020	8/31/27
Last Day of Lease Term:				
Utilities/Services Included in Rent:	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____
List of Appliances Included in Sale:				
Any Past Due Rent? If Yes, enter rent paid through date (MM/DD/YYYY)	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____

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SELLER _____ BUYER _____

PROPERTY 1040 Gargon Ave, Rochester, NY 14609

Seller represents to Buyer that the Property is subject to the tenancies set forth below and that the following information is true and accurate as of the date set forth below:

SCHEDULE A

Unit No.				
Tenant(s) Name(s):	Paul Trimmery Boris-Kepford	Andrew Cassetti	Aidan Earle	Don Holley
Monthly Rent:	\$ 1950.	\$ 775.	\$ 370	\$ 368
Initial Security Deposit:	\$ 1875. ☐ N/A	\$ 675 ☐ N/A	\$ 338 ☐ N/A	\$ 300 ☐ N/A
Security Deposit Remaining:	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A
Advance Rent Paid:	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A
Interest Bearing Account? (Check One)	☐ Yes ☒ No ☐ N/A	☐ Yes ☒ No ☐ N/A	☐ Yes ☒ No ☐ N/A	☐ Yes ☒ No ☐ N/A
Oral or Written Tenancy: (Check One)	☐ Oral ☒ Written	☐ Oral ☒ Written	☐ Oral ☒ Written	☐ Oral ☒ Written
Lease Term: (e.g., one year, month-month, etc.)	one year 9/25	1 yr	1 yr	1 yr
Date Tenancy Began:	9/1/25	11/1/24	12/6/22	5/1/22
Last Day of Lease Term:	8/31/27	8/31/27	8/31/26	9/31/26
Utilities/Services Included in Rent:	☐ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____
List of Appliances Included in Sale:				
Any Past Due Rent? If Yes, enter rent paid through date (MM/DD/YYYY)	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____

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SELLER Shea Development Enterprises BUYER _____

SELLER _____ BUYER _____

PROPERTY 1040 Garson Ave, Rochester, NY 14609

Seller represents to Buyer that the Property is subject to the tenancies set forth below and that the following information is true and accurate as of the date set forth below:

SCHEDULE A

Unit No.				
Tenant(s) Name(s):	Michael Sullivan	Marcellos Princee	Rick Shannon	Kevin Licciardi
Monthly Rent:	\$ 420	\$ 370	\$ 910	\$ 480
Initial Security Deposit:	\$ 285 ☐ N/A	\$ 300 ☐ N/A	\$ 760 ☐ N/A	\$ 350 ☐ N/A
Security Deposit Remaining:	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A
Advance Rent Paid:	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A	\$ ☐ N/A
Interest Bearing Account? (Check One)	☐ Yes ☒ No ☐ N/A	☐ Yes ☒ No ☐ N/A	☐ Yes ☒ No ☐ N/A	☐ Yes ☒ No ☐ N/A
Oral or Written Tenancy: (Check One)	☐ Oral ☒ Written	☐ Oral ☒ Written	☐ Oral ☒ Written	☐ Oral ☒ Written
Lease Term: (e.g., one year, month-month, etc.)	8/31/27 1yr	1yr	1yr	1yr
Date Tenancy Began:	11/4/13	11/1/21	12/1/21	4/1/13
Last Day of Lease Term:	8/31/27	8/31/27	8/31/27	8/31/27
Utilities/Services Included in Rent:	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____	☒ Gas ☒ Electric ☒ Water ☐ Refuse ☐ _____
List of Appliances Included in Sale:				
Any Past Due Rent? If Yes, enter rent paid through date (MM/DD/YYYY)	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____	☐ Yes ☒ No Date: _____

SELLER REPRESENTATIONS.

- 1. Seller Representations.** Seller represents to Buyer as of the date set forth below: (a) to Seller's actual knowledge, there is no rent dispute by any tenant of the Property against Seller and none of the tenants of the Property are currently in default, except as disclosed in Schedule A herein, (b) any required lead-based paint disclosure has been or prior to Closing, will be, given to the tenants of the Property, and (c) any required sprinkler system disclosure has been or prior to Closing, will be, given to the tenants of the Property.
- 2. Delivery of Leases and Related Documents and Lease Status.** At Closing, Seller shall deliver to Buyer: (i) any and all original Leases including all amendments, all tenant application forms, lead based paint disclosures, and all inspection checklists in Seller's physical possession, (ii) a Rent Roll in the form set forth in Schedule A, duly completed and signed by Seller as of Closing, and (iii) properly signed and notarized assignment, including estoppel language, by Seller of the existing Leases and of any new Leases approved by Buyer, and transfer of any and all security deposits to Buyer.
- 3. Notice to Tenants.** Within five (5) calendar days after Closing, Seller shall deliver notice by registered or certified mail to all tenants that the Property and the security deposits have been transferred to Buyer pursuant to New York General Obligations Law §7-105 and any other applicable law.
- 4. No New Leases.** Seller agrees that it shall not enter into any new Leases or modify any of the existing Leases without the prior written approval of Buyer prior to Closing.

SELLER _____

DATE _____

SELLER _____

DATE _____

OTHER TERMS.

- 1. Approval of Rent Roll and Leases.** This Purchase and Sale Contract between Seller and Buyer ("Contract") (**CHECK ONE**):
☐ is contingent ☐ is not contingent upon Buyer's approval of the Rent Roll in Schedule A attached hereto and made a part hereof (the "Rent Roll") and all written leases affecting the Property (the "Leases") within seven (7) calendar days after receipt by Buyer from Seller of the completed Rent Roll and of the Leases (the "Tenancy Approval Period"). If this Contract is contingent upon Buyer's approval of the Rent Roll and Leases, Seller agrees to provide Buyer with the Rent Roll, duly completed and signed by Seller, and complete copies of all Leases including all amendments within seven (7) days of acceptance; and, if this contingency is not satisfied within the Tenancy Approval Period, then either Seller or Buyer may cancel the Contract by written notice to the other.
- 2. Post-Contract Default by Tenant.** Seller shall provide prompt written notice to Buyer if any tenant is in default of its tenancy after acceptance and prior to Closing ("Post Contract Tenant Default"). If there is a Post-Contract Tenant Default and if Buyer does not receive notice of its cure at least five (5) calendar days prior to Closing, then Buyer (**check one**):
☐ (A) may not cancel the Contract, and Buyer agrees to accept the existing tenancies affecting the Property in their "AS IS" condition as of Closing without any claim against Seller by reason of any such Post-Contract Tenant Default.

OR

☐ (B) may cancel the Contract without any liability to Seller whereupon Buyer's deposit shall be returned to Buyer.
- 3. Tenant Estoppel(s).** This Contract (**CHECK ONE**): ☐ is contingent ☐ is not contingent upon Seller providing to Buyer tenant estoppel(s) not later than seven (7) days prior to Closing.
- 4. Survival.** The provisions of this Addendum Form, including Schedule A, shall survive for one (1) year after Closing, except for Paragraph 4 No New Leases above.
- 5. Other.** _____

SELLER _____

DATE _____

BUYER _____

DATE _____

SELLER _____

DATE _____

BUYER _____

DATE _____

PROPERTY _____