

REO #: _____
Loan #: _____

Relocation Assistance Agreement

This Agreement is made this ____ day of _____ 20__ between OWNER and _____ (“Occupant”) residing in Owner’s property at _____ in the city of _____ state of _____ (the “Property”).

IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, OWNER AND OCCUPANT AGREE AS FOLLOWS:

Occupant agrees to voluntarily vacate the Property no later than _____, 20__ (the “Vacancy Date”).

Immediately upon move out, Occupant agrees to deliver the keys to Safeguard Properties representative _____, located at _____ phone _____.

Owner will pay the Occupant a total of \$_____ representing relocation assistance upon the Occupant vacating the Property on or before the Vacancy Date, provided Occupant has returned the keys and the Property (including all fixtures, facilities and appliances) is left in the same condition as it was on the date of this Agreement, ordinary wear and tear expected.

Occupant agrees to leave the Property in “broom swept” condition when vacating the premises, including the removal of all trash and debris. In the event there is damage caused by Occupant between date of this Agreement and the date Occupant vacates the Property, or if Occupant leaves trash and debris, the cost of repairing or replacing any fixtures or property removed from the Property, or the removal of trash and debris will be deducted from the agreed relocation assistance amount.

Occupant shall hold Owner, its representatives, servicers, agents, successors and assigns harmless from any and all liability, loss, cost or expense, including reasonable attorney’s fees, arising out of and/or in connection with the Property.

Occupant understands that Owner will continue the eviction action throughout the Occupant’s occupancy, but will not schedule a “lockout” date so long as Occupant complies with the terms and conditions of this Agreement. Upon the breach of any term, condition or provision of this Agreement, Owner may, without notice to Occupant, seek the removal of Occupant from the property, and Occupant consents to such action and waives any and all rights to notice of such action or to object such action and agrees to pay Owner’s costs including reasonable attorney’s fees incurred in connection with any such action.

During the term of this Agreement, Occupant shall bear full responsibility for all personal property kept at Property and shall further bear all risk of any loss or damage caused to such personal property, regardless of cost.

On or before Vacancy Date, Occupant shall have removed all personal property from the Property, and any items remaining after the Vacancy Date shall become the property of the Owner.

Throughout the period Occupant occupies the Property, Occupant shall, at his/her own expense, maintain and care for the Property, keep the lawn and other plantings trimmed, keep the Property free of debris, and use the Property in accordance with all applicable governmental codes and regulations, and shall, at personal expense, pay for all utility service at the Property.

Occupant shall hold Owner, its representatives, servicers, agents, successor and assigns, Directors, Officers, employees and contractors harmless from any and all liability, loss, cost or expense, including reasonable attorney's fees arising out of and/or in connection with Occupant's use of the Property, and further, shall defend Owner in any such action in which it is named a Defendant which relates to the Property.

Occupant understands and acknowledges that this Agreement does not create a leasehold interest or a landlord/tenant relationship with Owner.

This agreement shall constitute the entire Agreement between the parties, and no changes to it shall be valid and enforceable, except by supplemental agreement in writing, signed by all parties to this Agreement.

By: Safeguard Properties on behalf of Owner.

By: _____
Occupant

Witness: _____

By: _____
Occupant

Witness: _____