

REO #: _____
Loan #: _____

NEW JERSEY 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:

If the occupant is a tenant, Occupant acknowledges that Occupant received a bona fide monetary offer to vacate the Property on _____, 20____ and that Occupant had five (5) business days from the date of the offer to accept or reject the offer. Occupant hereby accepts the offer, pursuant to the terms of this Agreement.

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 the designated real estate broker _____ located at _____ phone _____.

Owner will pay to the Occupant a total of \$ _____, representing relocation assistance, of which, the sum of \$ _____ will be paid after execution of this Agreement and the sum of \$ _____ will be paid upon the Occupant vacating the Property on or before the Vacancy Date, provided Occupant has returned the keys, executed the “Release of All Claims” (attached as an exhibit to this Agreement), 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 excepted.

If the occupant is a tenant, Occupant acknowledges receipt of the *New Jersey Foreclosure Fairness Act* “Notice To Tenant” and Owner’s document entitled “Knowing Your Options” and understands the potential opportunity for eligible occupants to enter into a lease with Owner. In addition, Occupant understands that Occupant may have the right to continue to occupy the Property pursuant to the *New Jersey Foreclosure Fairness Act* and other applicable law. However, Occupant does not want to remain in the Property or receive further information on rental opportunities. Occupant agrees that any lease that remains in effect is terminated as of the Vacancy Date set forth herein. Occupant desires to accept relocation assistance in lieu of remaining in the Property.

Occupant, to the fullest extent allowed by applicable law, hereby releases and discharges OWNER, and its servicers, representatives, agents, attorneys, Officers, Directors, employees, successors and assigns, contractors and agents (collectively, the “Released Parties”) from all debts, demands, actions, causes of

action, suits, accounts, covenants, contracts, agreements, damages, claims, demands and liabilities whatsoever of any type, both in LAW and in EQUITY, which the Occupant now has or ever has had to this date against the Released Parties, in connection with the premises located at _____ (the "Property").

This Release includes, but is not limited to, all claims which the Occupant may have pursuant to state, local or federal law, claims against the Released Parties for irregularities in the foreclosure process, claims that the Owner is not the rightful owner of the Property, for wrongful foreclosure, declaratory and injunctive relief, breach of contract, rescission, quiet title, fraud, the breach or violation of any rent control statutes and any related disclosure provisions, any implied warranties of fitness for purpose and/or habitability, state or local board of health codes, lead paint regulations or statutes, security deposit or last month's rental payment violations, and any other applicable local, state or federal codes, regulations or statutes arising out of or in connection with the Property. In addition, the Occupant hereby agrees that upon execution of this Agreement, the Occupant has no other lawful right or privilege to occupy the Property other than pursuant to the terms of this Agreement, and will completely vacate the Property and remove all personal property from the Property in accordance with the terms of this Agreement. Occupant shall hold the Released Parties harmless from any and all liability, loss, cost or expense, including reasonable attorney's fees arising out of a claim that is released herein.

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 the 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 yet unpaid agreed relocation assistance amount.

Occupant understands that Owner may continue the eviction action throughout the Occupant's occupancy, if permitted under applicable law, but will not schedule a "lockout" date so long as Occupant complies with the terms and conditions of this Agreement.

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

On or before the 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 understands and acknowledges that this Agreement does not create a leasehold interest or a landlord/tenant relationship with Owner

Occupant represents that Occupant has not previously completed a similar Relocation Assistance Agreement with OWNER related to another property owned by OWNER. Occupant further agrees to

provide true and accurate tax forms (i.e., W9) to OWNER or OWNER'S designated representative. Occupant agrees that if Occupant provides any false or misleading information to OWNER or OWNER'S designated representatives, OWNER shall be relieved from its obligation herein to pay relocation funds to Occupant and the remainder of this Agreement, including all of Occupant's representations and releases, shall survive and remain valid and enforceable against Occupant.

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: Real Estate Agent on behalf of Owner

By: _____
Occupant

Witness: _____

By: _____
Occupant

Witness: _____