

UNSAFE PROPERTY DISCLOSURE AND HOLD HARMLESS AGREEMENT



2026 Printing

This Unsafe Property Disclosure and Hold Harmless Agreement ("Agreement") is made this date of _____
for the property at the following address:
1703 White Oak Road, Lincolnton, GA 30817

("Property")

The undersigned Buyer's Broker or Buyer Broker's licensee ("Buyer's Broker") and prospective buyer(s) ("Buyer(s)") acknowledge that they have been informed that the above-referenced Property is in an unsafe and dangerous condition. In particular, _____ ("Seller's Broker") is aware of the following:

[Check if continued on another page.]

The items identified above are not intended to be an exhaustive list of any conditions affecting the Property, but are rather those that are known to Seller's Broker based on an assessment by the owner and disclosed to Seller's Broker. There may well be other dangerous or potentially dangerous conditions on the Property.

The undersigned acknowledge that they are entering the Property at their own risk. Each signatory below assumes the risk of any sickness, injury (even a life threatening injury) relating to or arising from the condition of the Property, whether disclosed or not disclosed in this Agreement, and agree to use extreme caution in viewing the Property.

Neither Seller's Broker nor any of its representatives have verified the full nature and extent of the hazards affecting the Property, make any representations regarding any limitations as to the nature or extent of the risks associated with entering the Property, or recommend specific steps or precautions to minimize such risks.

Buyer's Broker and Buyer(s) agree to hold both the owner(s) of the Property and Seller's Broker and its licensees, and their respective owners, directors, officers, managers and agents harmless from any suits, claims or damages of any kind (including, but not limited to, claims for personal injury, bodily injury, death, or incidental, consequential, compensatory, and punitive damages) related to or arising out of the existence of hazardous conditions within or about the Property.

The undersigned Buyer's Broker represents and warrants that he or she will not allow any person(s) to enter the Property without Buyer's Broker, Buyer and any other invitees first signing this Agreement and returning a fully signed copy to Seller's Broker. Buyer's Broker and Buyer(s) shall defend and indemnify both the owner(s) of the Property and Seller's Broker from any claims or actions by any person entering the Property with or through them without having signed this Agreement and returning the same to Seller's Broker. If Buyer(s) are not working with or being represented by a Buyer's Broker, Buyer(s) signing this Agreement shall constitute an agreement by Buyer(s) to its terms including the indemnification obligations set forth herein. This Agreement shall survive the closing of any purchase by Buyer(s). Broker and Buyer(s) acknowledge that this Agreement does not attempt to offer legal advice. If Buyer's Broker or Buyer(s) do not understand this Agreement, they should consult an attorney prior to the execution of this document. This Agreement is for the express benefit of the owner(s) of the Property and Seller's Broker and may be relied upon and raised as a defense to any legal action, suit or claim by either or both of them and their respective officers, directors, owners, managers, agents and employees. The undersigned do hereby consent to this Agreement.

Buyer's Broker

Date

Buyer Brokerage Firm

Broker's Address

1 Buyer's Signature

Date

Address

2 Buyer's Signature

Date

Address

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ Gregory S Oldham _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
Copyright© 2026 by Georgia Association of REALTORS®, Inc.

F331, Unsafe Property Disclosure and Hold Harmless Agreement, 01/01/26