



## CONTRACT DISCLAIMER AND LIMIT OF LIABILITY

Spark Realty, LLC, is a Utah licensed real estate broker (License No. 13348857-CN00 and 13361757-BO00, Graig Griffin, Principal Broker, License No. 5506929-PB00), with a principal place of business at 392 E Winchester Drive #110, Murray, UT 84107 (“Company”).

Client acknowledges and agrees that Company is not responsible for any aspect of the drafting, sourcing, preparation, or legal sufficiency of any purchase agreement, option, lease, or other legal document, regardless of origin, including any such document provided **by** Company as a courtesy or convenience or provided **to** Company by Client (“Contract”). Without limiting the generality of the foregoing, Company makes no representation, warranty, or assurance, and shall bear no responsibility or liability, with respect to:

- 1. Template or Draft.** The selection, origin, form, completeness, or suitability of any Contract template or draft used as the basis for the Contract(s), including whether such template or draft is appropriate for the specific transaction or jurisdiction.
- 2. Inclusion of LOI Terms.** Whether the terms, business points, or conditions set forth in any Letter of Intent, Term Sheet, or similar pre-Contract document have been accurately, completely, or appropriately incorporated into the Contract(s).
- 3. Data and Measurements.** Any Property information or measurements provided to Company by Client, provided to Company by a 3<sup>rd</sup> party (including governmental bodies), or measured, calculated, extracted, or utilized by Company.
- 4. Sufficiency.** Whether the Contract(s), or any provision thereof, is sufficient to protect Client’s interests, achieve Client’s intended business objectives, or address the specific circumstances of Client’s tenancy
- 5. Completeness.** Whether the Contract(s) contains all provisions, terms, or protections that Client may require or that are customary for transactions of a similar nature, size, or complexity
- 6. Enforceability.** Whether the Contract(s), or any provision thereof, is legally enforceable under applicable federal, state, or local law, including without limitation any provision that may be deemed void, voidable, or unenforceable by a court of competent jurisdiction
- 7. Options for Abrogation.** Whether the Contract(s) adequately addresses, or Client has pursued, available rights, options, or mechanisms for termination, cancellation, rescission, or abrogation, including without limitation early termination rights, co-tenancy clauses, kick-out rights, force majeure provisions, or other exit strategies
- 8. Contemplation of Future Events.** Whether the Contract(s) adequately contemplates, accounts for, or protects Client against future events, contingencies, disruptions, or changes in circumstances, including without limitation changes in law, casualty, condemnation, entitlements, licensing, economic disruption, or changes in Client’s business needs
- 9. Alignment with Future Market Conditions.** Whether the economic terms of the Contract(s), including rental rates, operating expense structures, escalation provisions, or other financial obligations, will remain favorable, competitive, or aligned with market conditions over the term of the Contract(s)
- 10. Changes in Property Surroundings.** Whether external changes in area characteristics, accessibility, availability of public transportation, property or signage visibility, neighboring land uses, off-site parking, security, or perception of the Property/area.
- 11. Final Version Proofing and Completeness.** Whether any final version of the Contract(s), or any addendum, exhibit, rider, summary or synopsis, or attachment thereto, is complete, accurate, or the correct and intended version for execution. Prior to execution, Client bears sole responsibility for

securing qualified counsel, for thoroughly reviewing and proofing the final version of the Contract(s) and all addenda, exhibits, and attachments to confirm that:

- All negotiated terms have been accurately incorporated
- No provisions have been inadvertently omitted, altered, or duplicated
- All blanks, dates, and defined terms have been properly completed
- All signatories are duly authorized
- The document presented for signature is the final, agreed-upon version. Company makes no representation and assumes no responsibility that any version of the Contract(s) delivered or circulated is complete, final, or correct.

**12. Signature-Ready Documents.** The completeness, accuracy, or version integrity of any document provided to Company with instructions to obtain signatures, whether wet ink or electronic or digital in nature. Any document tendered to Company for the purpose of signature collection is furnished by Client at Client's sole risk and responsibility. Company shall have no obligation to review, proofread, verify, compare, or otherwise check any signature-ready document for completeness, accuracy, version correctness, or conformity with any prior draft, negotiated term, or agreed-upon provision. By delivering a document to Company for signature collection, Client represents and warrants to Company that such document is the correct, complete, and final version intended for execution. Company's role in obtaining signatures is purely ministerial and shall not be construed as a review, approval, certification, or endorsement of the document or its contents in any respect.

Client assumes full responsibility for ensuring that the Contract(s) and all addenda meet Client's legal, business, and operational requirements; that any document submitted to Company for signature collection is the correct and complete final version; and that Company's Contract Comments do not constitute a representation that the Contract(s) is legally sufficient, complete, or favorable for Client. Client's execution of, or authorization to execute, any document shall constitute Client's final confirmation that such document is accurate, complete, and the intended version. **BROKER STRONGLY RECOMMENDS THAT THE OWNER ENGAGE THE SERVICES COMPETENT LEGAL COUNSEL FOR ANY PROPOSED CONTRACTS REGARDING THE PROPERTY. IF OWNER FAILS TO DO SO, CLIENT IS ACTING CONTRARY TO THE ADVICE OF BROKER'S COUNSEL.**

**AGREED AND ACCEPTED:**

**CLIENT:** Entity Name (if applicable): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if entity): \_\_\_\_\_

Date: \_\_\_\_\_

Provided to Client by Company at (date/time):

Company Representative: