

## CFPB CLOSING DISCLOSURE ADDENDUM TO CONTRACT

This CFPB Closing Disclosure Addendum to Contract is made and entered into as of \_\_\_\_\_, ("Effective Date") and is hereby made part of and incorporated into that certain Connecticut Residential Purchase and Sale Agreement dated \_\_\_\_\_ (the "Purchase and Sale Agreement") by and between \_\_\_\_\_ (therein and herein referred to as "Buyer"), and \_\_\_\_\_ (therein and herein referred to as "Seller") pertaining to the real property with the address of \_\_\_\_\_, Connecticut ("Subject Property");

1. This Addendum shall apply only if the Buyer is obtaining a mortgage loan subject to the regulation of the Federal Consumer Finance Protection Bureau ("CFPB").
2. The intent of this Addendum is to set forth the respective responsibilities of the Seller and Buyer and their respective designated representative(s) to transmit necessary information in a timely manner to all Parties participating in the Closing. "Parties" includes but are not necessarily limited to Buyer, Seller, Real Estate Brokers and/or Real Estate Agents, Attorneys, and Lender(s).
3. CFPB regulation requires Lenders to timely and accurately disclose by way of a Closing Disclosure ("Closing Disclosure") all closing costs ("Closing Costs") in a residential mortgage transaction. Closing Costs may include but are not limited to a) all Seller and Buyer Closing Costs, including Real Estate Broker Commission(s), Attorneys' fees, private mortgage insurance, recording fees, conveyance taxes, and title insurance, b) all adjustment items ("Adjustments") as applicable in favor of either the Buyer or the Seller, such as heating or cooking fuel, taxes, special assessments, home or community association fees, tenant rental payments, other utility charges, adjustments for cost of correcting pre-closing inspection property damage. Seller and Buyer understand and agree Lender forms, policies, and procedures affected or regulated by the CFPB regulation may result in the Lender a) preparing and transmitting a Closing Disclosure containing all Closing Costs for both Seller and Buyer three (3) business days before the transaction may close and b) providing an updated Closing Disclosure to the Buyer. These procedures, any delays in receiving requested information from any Party, any change in Buyer's finances or information, and any change in the costs of the transaction, or other delays, changes, or modifications to the transaction may result in a delay of the real estate Closing.
4. Buyer and Seller understand and agree under the new CFPB regulation, a change in the APR of more than one eighth of a percent, a change in the mortgage loan product, or a new term adding a prepayment penalty SHALL require Buyer to be provided with a new Closing Disclosure, and a (three) 3 business day waiting period after the Buyer receives the new Closing Disclosure SHALL occur before the property may close.
5. In consideration of the above, Buyer and Seller each agree as follows:

Property Address: \_\_\_\_\_  
Buyer: \_\_\_\_\_  
Seller \_\_\_\_\_

- a. The Parties shall treat any closing date listed in the Purchase and Sale Agreement as a preliminary date of closing ("Preliminary Closing Date") which may be subject to change as a result of legally complying with the new CFPB Regulation.
  - b. To supply final and accurate Closing Costs and any other requested information in a timely manner to the Lender and other necessary party or parties as applicable.
    - 1. The Seller or Seller's Attorney shall transmit in writing to the Buyer's Attorney at least ten (10) days prior to the Preliminary Closing Date, all Closing Costs including adjustments known to Seller or Seller's representative, and all other requested information, including but not limited to: mortgage and lien payoffs, Seller attorney's fees, State and Town conveyance taxes, and the number of pages of the conveyancing deed that shall be recorded.
    - 2. If the Seller fails to transmit the information as outlined Herein, Buyer's Attorney shall perform the calculations using all reasonable and obtainable information. Such calculation(s) shall be final and binding upon all Parties.
  - c. Heating or cooking fuel shall not be delivered to the Subject Property prior to the Closing without the express written consent of the Buyer. Any amount delivered after the Reading shall be Seller's financial responsibility unless Buyer agrees in writing to reimburse Seller for the additional amount of unused fuel.
  - d. Unless expressly permitted by Buyer's Lender in writing, there shall be no Paid Outside of Closing ("POC") items for any items that are required to be disclosed on any financial closing disclosure documents, including but not limited to the Closing Disclosure.
6. Seller and Buyer recognize a delay may cause material financial hardship to one or both parties in the event Buyer's Lender does not timely receive accurate Closing Costs or other requested information. Therefore, if the Preliminary Closing Date is delayed, Buyer shall not owe Seller any sum(s) of money or other compensation or thing of value for such delay unless the need for the updated Closing Disclosure was caused by the Buyer's or Buyer's Attorney's failure to provide the Lender with information known to the Buyer or Buyer's Attorney.

IN WITNESS WHEREOF, Seller and Buyer have entered into this Addendum as of the Effective Date specified above.

\_\_\_\_\_  
 SELLER:                      Date Signed

\_\_\_\_\_  
 BUYER:                      Date Signed

\_\_\_\_\_  
 SELLER:                      Date Signed

\_\_\_\_\_  
 BUYER:                      Date Signed

Property Address: \_\_\_\_\_  
 Buyer: \_\_\_\_\_  
 Seller \_\_\_\_\_