

REO #: \_\_\_\_\_  
Loan #: \_\_\_\_\_

**RELOCATION ASSISTANCE AGREEMENT**

This Relocation Assistance Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Federal National Mortgage Association, a/k/a Fannie Mae ("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 the designated real estate broker \_\_\_\_\_ located at \_\_\_\_\_ phone \_\_\_\_\_.

Owner will pay to 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, 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.

Occupant acknowledges receipt of 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 *Protecting Tenants at Foreclosure Act of 2009* or other applicable law. Occupant also acknowledges that Occupant has had the opportunity, at any time, to contact Fannie Mae directly through its Resource Center at 1-800-732-6643. 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.

It is the intention of Occupant in executing this release that it shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified and in furtherance of this intention Releasor(s) hereby expressly waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the state of California, which reads:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

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 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 prior to the Vacancy 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.

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: \_\_\_\_\_