EMPLOYEE RELOCATION COUNCIL (ERC) 11-POINT PROGRAM FOR AMENDED VALUE OPTION

- 1. Any employee wishing to take advantage of the Amended Value Option who lists his or her home with a real estate broker must include the Addendum to Listing Agreement (Appendix 2) in the listing agreement. The listing agreement is terminated upon the sale of the home to Department of Defense (DoD) relocation contractor.
- 2. Under no circumstances should an EMPLOYEE accept a downpayment from any potential buyer.
- 3. Under no circumstances should an EMPLOYEE sign an offer presented by any potential buyer.
- 4. EMPLOYEE enters into a binding "Contract of Sale" with the DoD relocation contractor.
- 5. After the execution of the Contract of Sale with the DoD relocation contractor and after EMPLOYEE has vacated the home, all of the burdens and benefits of ownership pass to DoD relocation contractor.
- 6. The Contract of Sale between EMPLOYEE and the DoD relocation contractor, at the higher price is unconditional and not contingent on any event, including the potential buyer obtaining a mortgage commitment.
- 7. Neither EMPLOYEE, nor the DoD in the case of a relocation company transaction, exercises any discretion over the subsequent sale of the home by the DoD relocation contractor.
- 8. The DoD relocation contractor enters into a separate listing agreement with a real estate broker to assist with the resale of the property.
- 9. The DoD relocation contractor enters into a separate agreement to sell the home to a buyer.
- 10. The DoD relocation contractor arranges for the transfer of title to the buyer.
- 11. The purchase price eventually paid by the buyer has no effect on the purchase price paid to EMPLOYEE.