RELOCATION AGREEMENT AND RELEASE CONNECTICUT

This Relocation Agreement and Release ("Agreement") is made as of _____, ____ by and between JPMorgan Chase Bank, National Association ("Chase") and _____ _____ (hereafter, individually and collectively, "Occupant").

RECITALS

WHEREAS, Chase is the owner of, or duly authorized agent for the owner of, the subject real property located at _____ (hereafter, the "Property").

WHEREAS, Chase, or its principal, acquired title to the Property by a foreclosure or an agreement with the prior owner(s) of the Property. If Chase is acting as the duly authorized agent for the owner of the Property, then the term "Chase" as used in this Agreement hereafter refers to and includes both Chase and the owner of the Property.

WHEREAS, Occupant desires to surrender possession of the Property to Chase in return for a payment in the total amount of $_____ (the "Relocation Assistance Payment") and a waiver by Chase of any right it may have to recover rent or the fair market rental value of the Property from Occupant for Occupant's use and occupancy of the Property from the date Chase acquired title to the Property through the agreed upon Surrender Date (as hereafter defined).

WHEREAS, if Occupant is a tenant or renter who rented the Property prior to the date Chase acquired title to the Property, under the Protecting Tenants at Foreclosure Act of 2009 (Public Law 111-22), as amended, or other applicable law, Occupant may have the right to continue renting the Property. However, even if Occupant has the right to continue renting the Property, Occupant has voluntarily chosen to surrender possession of the Property to Chase in return for the Relocation Assistance Payment and a waiver by Chase of any right it may have to recover rent from Occupant for Occupant's use and occupancy of the Property from the date Chase acquired title to the Property through the agreed upon Surrender Date.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Chase and Occupant hereby agree as follows:

1. **INCORPORATION OF RECITALS.** Chase and Occupant hereby certify and agree that the facts stated in the Recitals above are true and correct and are hereby incorporated into this Agreement.

2. **SURRENDER.** On or before _____, _____ ("Surrender Date"): (a) Occupant shall vacate the Property; (b) Occupant shall surrender and deliver vacant possession of the Property to Chase; and Occupant shall provide Chase with a written Acknowledgment of Surrender of the Property, the form of which is attached hereto as Exhibit A. The Property must be surrendered in broom clean condition free from all personal property including trash and/or debris (both interior and exterior), with all fixtures remaining (including, without limitation, any built-in appliances).

3. **FINAL INSPECTION.** Within one (1) business day of receipt of the signed and dated Acknowledgment of Surrender from Occupant, Chase will conduct an inspection of the Property to confirm the Property is in the condition required by this Agreement.

4. **RELOCATION ASSISTANCE.**

(a) **Relocation Assistance Payment.** Provided Occupant timely observes and complies with all of Occupant's obligations under this Agreement and provides Chase with a fully and accurately completed, signed and dated Internal Revenue Service Form W-9, then, after Chase receives vacant possession of the Property in broom clean condition, Chase will pay Occupant the Relocation Assistance Payment. If more than one person is listed as an Occupant on this Agreement, then the Relocation Assistance Payment shall be paid in the respective amount(s) indicated below and, if applicable, Chase will issue a separate check to each Occupant for his or her portion of the Relocation Assistance Payment.

Occupant's Name	Amount of Payment	Occupant's Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) **Compliance With Law.** Occupant, upon request from Chase, shall provide to Chase Occupant's taxpayer identification number and such other forms, documents and information as necessary to enable Chase to comply with applicable federal, state and local law regarding the Relocation Assistance Payment to Occupant. The forms, documents and other information that may be requested by Chase include, but are not limited to, those forms, documents and other information necessary to comply with the Internal Revenue Code and the regulations promulgated thereunder and the Office of Foreign Asset Control of the United States Department of the Treasury.

5. ☐ **(If Checked) TENANTS.** Occupant claims to be tenant or renter who occupied the Property prior to the date Chase acquired title to the Property. (Check and initial either (a) or (b)).

(a) ☐ **(If Checked and Initialed by Occupant(s)) (_____) SECURITY DEPOSIT.** Occupant posted a security deposit with the prior owner(s) of the Property in the amount of $_____ and provided reasonable proof of Occupant's security deposit to Chase. Provided Occupant timely observes and complies with all of Occupant's obligations under this Agreement, and in addition to the Relocation Assistance Payment, Chase will reimburse Occupant for the full amount of the security deposit listed above. If more than one person is listed as an Occupant on this Agreement, then the security deposit reimbursement payment shall be paid in the respective amount(s) indicated below and, if applicable, Chase will issue a separate check to each Occupant for his or her portion of the security deposit reimbursement.

Occupant's Name	Amount of Payment	Occupant's Signature
_____	_____	_____
_____	_____	_____

_____ _____ _____

If Occupant fails to timely observe and comply with Occupant's obligations under this Agreement, then any security deposit posted by Occupant with respect to the Property shall be dealt with in accordance with applicable law. Nothing contained herein is intended as, or shall constitute, an admission that Occupant is a tenant or renter, that Occupant posted a security deposit with respect to the Property, or the amount of such deposit.

(b) ☐ **(If Checked and Initialed by Occupant(s)) (_____) NO SECURITY DEPOSIT.** Occupant hereby confirms that Occupant did not post a security deposit with the prior owner(s) of the Property.

6. **WAIVER OF RENT/FAIR MARKET RENTAL VALUE.** Upon satisfaction of all of Occupant's obligations under the terms of this Agreement, Chase shall waive the right to recover rent and/or the fair market rental value of the Property from Occupant for Occupant's use and occupancy of the Property from the date Chase acquired title to the Property through the Surrender Date. Any payments previously made by Occupant or received by Chase for rent or the reasonable rental value of the Property shall not be refunded unless (x) the payment applies to a period from and after the date Occupant surrenders possession of the Property, or (y) the refund is required by applicable law.

7. **MAINTENANCE.** Occupant shall maintain the Property in good condition and repair. Occupant shall not do anything to lessen the value of the Property. Occupant shall properly use, operate and safeguard the Property, including if applicable, any appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Property clean, sanitary and well ventilated. Occupant shall immediately notify Chase, in writing, of any problem, malfunction or damage. To the fullest extent permitted by law, Occupant's continued occupancy of the Property is at the sole risk, liability, and expense of Occupant.

8. **UTILITIES.** Unless otherwise required by law or under the terms of the lease or rental agreement by which Occupant occupies the Property, Occupant shall be responsible for all utilities related to Occupant's use and occupancy of the Property. It shall be Occupant's responsibility to contact any utility companies to which Occupant paid a deposit for purposes of recovering such deposits. Chase shall not have any responsibility for the return of any deposits paid to any utility companies by Occupant.

9. **ACCESS.** Occupant agrees to allow Chase and its agents access to the Property for inspection, maintenance, valuation, to place reasonable "for sale" signs on the Property, and to show the Property to prospective purchasers thereof, on reasonable notice to Occupant.

10. **EVICTION PROCEEDINGS.** Notwithstanding anything contained in this Agreement to the contrary, Chase, at its discretion, may initiate, continue, maintain, postpone, or hold in abatement, any eviction proceeding against Occupant. However, Chase will forbear from forcibly evicting Occupant from the Property by Lock Out (as hereafter defined) prior to the earlier of : (a) the Surrender Date; or (b) a default under or breach of this Agreement by Occupant. A "Lock Out" is the forcible removal of Occupant from the Property by the Sheriff, Marshal, Constable, or Bailiff, as applicable, pursuant to a court order. Activity performed by or on behalf of Chase in connection with a lawful eviction proceeding, including, but not limited to, service of process or attendance at any eviction proceeding, shall not constitute a breach of this Agreement. Occupant is aware that the commencement of any eviction proceeding can adversely impact Occupant's credit and/or other public information records.

11. **DEFAULT.** In the event of a default by Occupant (defined as Occupant's failure to timely observe or perform any of Occupant's obligations under this Agreement), Chase shall not be required to pay the Relocation Assistance Payment and in addition to Chase's other rights and remedies, Chase, without further notice, may commence, continue and/or complete eviction proceedings with respect to the Property, including, without limitation, proceeding with a Lock Out.

12. **RELEASE.** To the fullest extent permitted by law, Occupant hereby releases and forever discharges Chase and its predecessors and successors in interest, parent, subsidiary and affiliate organizations, associates, owners, members, managers, directors, officers, stockholders, partners, agents, employees, contractors, representatives, attorneys and all other persons acting by, through, under or in concert with them, or any of them (collectively, the "Releasees"), of and from any and all manner of action or actions, causes or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, penalties, interest, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which the Occupant now has or may hereafter have against the Releasees, or any of them, to reclaim the security deposit and interest that would be due Occupant.

13. **GENERAL PROVISIONS.**

(a) The foreclosure deed may or may not have been recorded at the time of this Agreement. Chase has been informed by its attorney or the trustee that the foreclosure sale or strict foreclosure is valid and is relying on that information in seeking possession of the Property.

(b) Occupant represents that : (i) aside from Occupant, no other adults occupy the Property; (ii) Occupant will not allow any other person or entity to gain a possessory interest in the Property in the future without the express prior written consent of Chase; (iii) Occupant has voluntarily executed this Agreement without any duress or undue influence; (iv) Occupant has had the opportunity to consult with an attorney regarding this Agreement and Occupant's rights hereunder, including the tax effects of the receipt of the Relocation Assistance Payment; and (v) Occupant has read this Agreement and is fully aware of its contents and legal effects.

(c) If any provision of this Agreement, or its application to any person, place or circumstance, is held by an arbitrator or court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement, and such provision(s) as applied to other persons, places and circumstances, shall remain in full force and effect.

(d) This Agreement contains all the agreements between the parties and any statements, representations and warranties between the parties not contained in this Agreement are void and unenforceable. This Agreement may only be modified, altered or amended by a writing signed by all of the parties.

(e) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(f) This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

(g) This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original and, together, all such counterparts shall constitute one and the same instrument. Signatures on this

Agreement, including any electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.) and is transmitted by facsimile, e-mail or other electronic imaging means, shall have the same force and effect as an original signature.

(h) Time is of the essence with respect to performance of the terms of this Agreement.

(i) This Agreement does not create a tenancy of any type nor does it give rise to a landlord/tenant relationship.

(j) This Agreement is not binding until executed and delivered by all parties hereto.

(k) This Agreement is solely for the benefit of the parties and nothing contained in this Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.

IN WITNESS WHEREOF, Chase and Occupant have executed this Agreement to be effective as of the day and year first above written.

If you have any questions or concerns about this Agreement, consult with an attorney before signing.

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Dated: _____

OCCUPANT

Signature: _____

Print Name: _____

Dated: _____

OCCUPANT

Signature: _____

Print Name: _____

Dated: _____

OCCUPANT

Signature: _____

Print Name: _____

Dated: _____

EXHIBIT A

ACKNOWLEDGMENT OF SURRENDER

The undersigned hereby acknowledge(s) that he/she/they has/have surrendered possession of the subject real property located at _____ (the "Property") to JPMorgan Chase Bank, National Association.

OCCUPANT

Dated: _____ Signature: _____

Print Name: _____

Dated: _____ Signature: _____

Print Name: _____

Dated: _____ Signature: _____

Print Name: _____