|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| [Company Name]  Employee Relocation Policy  [Creation Date]   |  | | --- | | **Introduction** [Company] is pleased to offer this relocation program to help facilitate your move to the new area.  Beginning a new position and transferring to a new community can be an exciting, yet challenging experience for you and your family. [Company] has designed this U.S. Domestic Relocation policy to provide financial assistance, professional services and administrative support for the employee, domestic partner, and dependent family members during this time of transition. Please take the time to review and become familiar with the provisions outlined in the policy. This policy has been developed to minimize disruptions to the employee and family to provide a smooth relocation experience.  As personal circumstance varies, these benefits may not cover all expenses or needs relative to the relocation. It is not the intent of this policy to provide the employee with complete coverage for all costs that may be associated with the relocation.  [Company] values the contributions and commitment to the organization that are made by relocating employees and we extend our best wishes for success in the new location. **Repayment Agreement** Before you begin the relocation process, you will be required to sign a repayment agreement. The repayment agreement outlines the repayment terms of this plan if your employment is terminated for any of the following reasons:   * You voluntarily terminate your employment for any reason, or * [Company] terminates you for disciplinary reasons   A copy of the signed repayment agreement will need to be received by your Relocation Counselor prior to any benefits being released. | |  | |  | |  | |  | |  | |  | | |  | | --- | | Lump Sum You will receive a one-time lump sum payment in the amount of [Amount] to help cover typical moving expenses. The lump sum allowance is designed to provide you and your family the flexibility and freedom to manage your individual relocation expenses and needs. Expenses include travel, meals, lodging, local transportation, miscellaneous items and childcare needs for the following:   * Home finding; * temporary housing; * return trips home; * new home purchase closing costs; * lease cancellation, * final move expense.   Receipts are not required and if you are able to minimize expenses and the time to complete your move, any funds not used are yours to keep. The payment will be processed once you have accepted the position and your signed repayment agreement has been received.  Be sure to talk to your relocation counselor if you have any questions on the best way to utilize the funds. You counselor is a resource to help you throughout the moving process and will provide you access to multiple resources. | | Managed Lump Sum You have been approved for a Managed Lump Sum program in the amount of [Amount]. Your Relocation Counselor can authorize direct billing for household goods shipments, auto shipments, corporate apartments, and/or in-person rental assistance through in-network providers. You can also submit eligible items for reimbursement (i.e. house hunting travel, lodging, meals, final move expenses for the immediate family, or self-shipment through the expense portal). | | Miscellaneous Expense You will receive a Miscellaneous Expense in the amount of [Amount]. These funds can be used for expenses not otherwise covered under policy. Receipts are not required, and the use of the allowance will be at your discretion; however, it is typically used for items such as:   * Automobile registration * Title * Sales and Transfer tax * Driver’s License Fees * Utility installation charges and deposits * Cleaning services * Home inspection repairs * Tip to the van line drivers and crews * Tax obligations not fully compensated by the gross up policy * Pet shipment * Tax advice and preparation   The company will process the payment once you begin the relocation process and your signed Repayment Agreement has been returned. If you are a new hire, you will not receive the allowance until you have started your new position. | | Preview Trip You will be reimbursed travel expenses for you and one family member for a Preview Trip to view potential communities and residences at your destination location. Reimbursements include: Round trip transportation via the most direct route, coach/economy airfare, or mileage at the company's current mileage reimbursement rate, reasonable meals and lodging, local transportation. | | House Hunting Trip To help you find a new home, you will be reimbursed travel expenses for you and your spouse/domestic partner for a House Hunting Trip up to [Amount], to view potential communities and residences at your destination location.  If you are purchasing in the new location, specific home finding should be delayed until you have been pre-approved by a mortgage lender and have an estimated value of your current home.  Reimbursements Include:   * Airfare (if the distance to the destination location is greater than 250 miles) * Seven-day advance purchase is required * Coach or economy class fare * Transportation to and from the terminal * Parking at the terminal for one automobile * Lodging * night maximum * Meals (Reasonable) * Receipts are not required * Mileage (if the distance to the destination location is less than 250 miles) * Reimbursed at the current IRS mileage rate * Rental car (if airfare is utilized) * One area orientation tour   Once your trip is complete you will need to submit your paid expenses to the company for reimbursement. | | Temporary Housing If your permanent home or apartment is not available immediately for occupancy in the new location, WHR Group will assist you in finding temporary living arrangements for up to [Number of Days]. Only the cost of the trip to temporary housing and the housing will be covered. You will not be reimbursed for meals or any other expenses during temporary living. To be eligible for this benefit you must be responsible for a residence in the departure location (a house that has not yet been sold or closed) during the same timeframe.  The temporary housing period begins on the day of your arrival in the destination location and end with whichever of the following occurs first:   * The new home is ready for occupancy * Delivery of your household goods to the new home * The temporary housing period expires | | Return Trips Home If your family remains at the departure location during temporary living, you will be reimbursed for 1 trip home every 2 weeks of temporary housing up to a maximum of [Number of Trips]. Reimbursable trip expenses are limited to transportation only. Transportation costs include coach airfare and airport parking or automobile mileage at the current IRS Mileage rate. | | Final Move The policy covers travel expenses for you and your family while en route to the new location, using the most direct route. Expenses incurred for personal side trips or extended stops are not covered under the policy. Receipts are required for reimbursement.  Reimbursements include:   * Current company mileage rate if you drive; * Coach/economy airfare; * Reasonable expense for en route meals and lodging; * 1 night(s) lodging in your former location after your goods have been packed and * up to 1 night(s) in a hotel after you arrive at your new location while waiting for the arrival of the moving van. | | Cost of Living Allowance The company will provide a Cost of Living Allowance (COLA) if you are requested to transfer to areas where housing and the overall costs of living are significantly higher than the old work location. The cost analysis and related calculation is performed by a specialized third-party data provider. While these calculations will not be customized for each individual lifestyle and/or actual total household finances (income or expenditures), it will be based on the individual employee’s new base salary, household size and housing type (homeowner or renter).  Funds will be disbursed in [Number of Years] annual lump sum payments at a rate of [Percentage Over Years]. | | Duplicate Housing If circumstances require that you close on your new home prior to your former home selling, you may be reimbursed for duplicate expenses up to a maximum of [Number of Days] or on the prorate date, whichever comes first. Documentation of your expenses will be required and will include monthly principal and interest mortgage payments, rent or hotel charges, property taxes, homeowners insurance or renters insurance, necessary utilities (electricity, water, gas); homeowners association dues, routine maintenance expenses (mowing, snow removal, pool maintenance); non-refundable security deposits for short-term leases (60 days or less). Expenses must be incurred at both locations to be considered duplicate. | | Rental Assistance You will be provided with assistance if you chose to rent in the destination area. After reviewing your requirements, your relocation counselor will connect you with someone who will be able to, at your request, send area information on entertainment, sports, cultural organizations, maps, schools, churches, child and elder care services, and more. In addition, they will work with you to maximize the time on your home-finding trip to ensure securing a new rental. Rental finding assistance cannot exceed a Full Day. | | Lease Cancellation If you currently rent and lease cancellation charges are unavoidable, you will be reimbursed for up to 2 months’ rent. Be sure to make every effort possible to minimize the penalties by contacting your landlord immediately. A copy of the lease agreement, letter from the management company outlining the loss, and a receipt or copy of the check for paid lease cancellation fees is required to be reimbursed. No reimbursement will be made for forfeiture of a lease deposit because of negligence by you, or for penalties arising from damage repair, painting, or cleaning costs. | | Household Goods Move To enable you and your family to make a smoother transition to the new area, you are eligible for a full-service household move. Your Relocation Counselor will work closely with you and the selected mover to coordinate these services. Do not contact a moving company yourself.  A full-service move, includes full packing, loading, and delivery by professional movers. The company will assign a mover once your move date has been determined. Prior to the start of packing, the moving company will schedule to complete a survey by phone or in person. This survey will help determine what services will be needed to complete your move and if there are any items that will be at your own expense.  The following services will be covered:   * Full pack at departure home * Transport goods to new residence * Unload boxes * Disassemble and Reassemble all beds and furniture and place in the desired rooms * Disconnect appliances at old home and connect them at the new residence * Crating and specialized services up to $1,000 * Debris pickup within 30 days of delivery * The following services are not covered: * Disassembly of pool tables, free standing swing sets, gym equipment, and other similar items as well as reassembly of these items at your new residence   Items that are not authorized for shipment at the Company’s expense include, but are not limited to:   * Jewelry, precious stones, legal documents, money (cash, securities, bonds, notes) * Perishables, combustible items, and items that may cause contamination or damage to other goods * Boats larger than 14 feet * Ammunition * Firewood/lumber/building materials * Piano/Organ tuning * Farm equipment or animals * Pets and pet related charges * Plants * Grandfather clock adjustments * Unauthorized crating * Overtime charges * Exclusive use of van | | Auto Shipment The company will pay for the shipment of 2 personal automobiles, provided your new location is more than 500 miles away from your old location. The auto shipper will give you a time frame for your delivery which is typically 7-14 days. You or a family member must be present to accept delivery during this period. Damage to the vehicle transported by the carrier must be reported at the time of delivery on the delivery form. You must submit claims within 24 hours of delivery.  If you choose to drive, mileage is reimbursable at the standard IRS relocation mileage rate. | | Storage Storage should be avoided if possible due to the substantial costs involved and the high risk of damage or loss. To reduce charges for storage, plan to allow a comfortable margin of time before granting occupancy in your old residence so that your household goods can be delivered directly to your new home. You are eligible for up to [Number of Days] of storage when unavoidable. It is important that you plan for items you may need during the time your goods are in storage as the company will not cover the cost to access the storage unit. | | Direct Reimbursement You will be reimbursed normal and customary closing costs once the property has closed.  To be eligible for closing cost reimbursements:   * The home must be your principal residence occupied by you and your family. * The closing must take place within one year of your effective start date.   All inspection results on your property will need to be disclosed to your buyer. Please consult your attorney regarding the disclosure laws of the state in which your property is located. This requirement is intended to protect you and the Company against any potential litigation.  Approved Closing Costs:   * Real estate broker’s commission customary for the area (typically 6%). * Closing related attorney fees up to $1,000. * Reasonable and customary closing expenses generally paid by the seller.   Costs Not Covered:   * Mortgage discount points as well as any other purchaser’s closing costs. * Mortgage prepayment penalties. * Seller concessions that you have negotiated with the buyer, including buyer’s closing costs, repairs, remodeling, restoration or renovation of any kind. * Expense to remedy and bring to acceptable standards any hazardous conditions in the home.   Once your home has closed you will need to submit your signed Closing Disclosure to your Counselor for reimbursement of covered costs. | | Buyer Value Option Utilizing the Home Sale Assistance program minimizes the income taxability that you could otherwise incur with the direct reimbursement of closing costs. In addition:   * You will be relieved of the responsibilities for property ownership upon vacating or contracting with the Company, whichever is later. * You will receive the equity from your home upon vacating or contracting with the Company, whichever is later. * Your equity will be based on the guaranteed offer or your qualified buyer’s offer price once the offer is approved and all parties have signed the Buyout Agreement. * You will not need to attend the closing and all closing documents will be pre-signed. * If you find a buyer and the buyer’s offer falls through after you have contracted with the Company, you will still be guaranteed the buyer’s offer price. * You will not need to submit an expense report for the reimbursement of home sale expenses if you are using the Home Sale program. Costs will be direct billed to the Company. * If you sell your home prior to accepting the guaranteed offer you will be eligible for a bonus.   Important Guidelines   * You must contact your Counselor before contacting any real estate agents. * List your home at no more than [BVO Percentage] or 105% of the average of the suggest sale price of the two broker market analyses. * Include the listing exclusion clause provided by the Company in your listing agreement. * Do not sign any offers or take any money as a deposit from the real estate agent or a prospective buyer. Doing so will jeopardize your eligibility for the program benefits.   The Home Sale Guidelines will be explained throughout this section. Property Eligibility Your property must be owned by you and your spouse/partner and must be your permanent, primary residence at the time you are asked to relocate.  Eligibility is limited to single family homes, townhouses, or condominiums. This includes land customarily considered part of a residential lot and all personally property normally sold with a residence according to local custom. Homes over $1 million will need approval prior being accepted into the program.  Properties considered ineligible for the home sale program include, but are not limited to:   * Cooperative apartments, mobile homes, vacation/secondary homes, houseboats, farms * Rental property, investment properties, home partially used for non-residential purposes * Dwelling with a lease that cannot be terminated with a 60 days’ notice if occupied by a tenant * Historic homes over 75 years old or those that do not conform to the immediate area in age, style, value, etc. * Undeveloped lots, non-contiguous land parcels * Properties with excess acreage not typical for the area (typically 5+ acres) * Properties environmentally unsafe * Homes with an environmental toxin more than the recommended level established by the Environmental Protection Agency such as radon, black mold, asbestos in a hazardous condition, lead paint, etc. * Homes that partially completed or under substantial renovation * Homes that are uninhabitable or unmarketable due to physical condition and/or homes that are structurally unsound. * Homes that cannot be financed by a lending institution or are not insurable * Homes constructed with synthetic stucco (EIFS) * Income producing properties * Homes with underground oil storage tanks, near high-tension wire or toxic waste sites, etc. * Homes in which inspections conducted disclose defects which render the property unmarketable   Be sure to talk to your Relocation Counselor regarding any issues you may have.  Should the Company determine through professional consultation that a serious problem exists with a property, the Company reserves the right to exclude the home from the Home Sale Program. Direct Reimbursement of Expenses If your home is not eligible for the Home Sale Program, you will be reimbursed normal and customary closing costs provided you have disclosed all property issues to your buyers. See direct reimbursement of closing costs. Marketing Assistance Marketing Assistance is designed to help you attain the best market price for your home in the shortest amount of time and to help minimize the stress related with selling your home. To achieve these goals your relocation counselor will help you with the following:   * Assist you in selecting two approved real estate agents with relocation experience and a proven track record in your community to complete a broker market analysis (BMAs). * Review both BMA’s to ensure accuracy. * Develop a strategic marketing plan to sell your home at the best possible market value. * Suggest any minor improvements that increase the marketability of your home. * Review listing paperwork for accuracy. * Monitor your agent’s marketing efforts on a weekly basis. * Advise you during contract negotiations.   Once the BMA’s have been completed and reviewed by The Company, the list price will be determined by averaging the two agents most likely sales price. If the BMA’s are more than 5% apart a third agent will need to come to your home. At that point, the two closest BMA’s will be averaged, and you will be required to list at [BMA Percentage] 105% of the average of most likely sales price.  You will then be asked to select which agent you prefer to list with and The Company will initiate the listing process. Your agent will provide the appropriate listing paperwork for the area along with the Company’s Exclusion Clause. The Company requires that the following be referenced in the listing paperwork:   * Agent Commission of 6% * Preferable listing timeframe of no more than 120 days * No special fees to the brokerage or agent such as Administrative costs * Exclusion clause made part of the listing   While marketing your home, there are important events and actions that are a seller’s responsibility that you will be required to fulfill to sell your home to the Company. Inspections Since the Company will be buying your home from you when you obtain an acceptable offer from an outside buyer, they will order any necessary inspections upfront. A major component home inspection will be ordered along with any other necessary inspections such as well, septic, roof, structural, radon and pool. The Company covers the cost of the inspections; however, you will be responsible for any required repairs from the results of the reports.  If a defect is discovered, you will need to complete the repair or provide two binding estimates from contractor’s, so the funds can be withheld from your equity payment. Any items considered to have potential hidden defects or are environmental must be completed before vacating your home. If you make repairs yourself, the Company may complete a home re-inspection once you have notified your Counselor that you have completed the work. Disclosure Since the sellers of real estate are assuming more responsibility to disclose pertinent condition information of their properties to buyers, you will be required to complete a Homeowner’s Disclosure Statement upon entering the program.  If you do not make full disclosure and defects are later discovered in the condition or title to your property, you may be held responsible for all expenses involved in correcting the defects and any possible litigation. The Homeowner’s Disclosure Statement must be received before the Company will be able to assist with the closing of your home. Building Permits Sellers are often required to show proof of obtaining building permits for some repairs or improvements made on the home to be sure they were completed within local ordinances or codes. If any renovations, additions and/or upgrades have been made to your property, you may be asked to forward any building permits, certificates, and other appropriate documentation. Title Search A title search will be initiated to prepare for closing. The Company will not be able to purchase your home if there are outstanding liens or encumbrances against the property, including any mortgage balances(s) greater than the sales price of the home. If there is a negative equity situation, you will responsible for paying the difference prior to the Company assisting in the closing of your home. Buyers Offer When you receive an offer from an outside buyer, your Counselor will review the terms of your buyer’s offer with you and will determine the buyer’s qualifications with your agent. You will then verbally negotiate the offer with your buyer.  Once the buyers offer has been agreed to and approved, your counselor will email you a Buyout Agreement to reflect the buyer’s offer. You and your spouse must sign the agreement as soon as possible as you will be guaranteed the outside buyer’s offer price, terms and conditions once you and your counselor have executed the agreement. The Company will then close the sale with the buyer. Reviewing the offer An acceptable offer one that is not subject to the sale of the buyer’s property, does not contain any unusual or unreasonable terms, and is not subject to interim financing or other contingencies.  Also, certain items are not covered under the policy. If you agree to any of the following seller’s expenses, they will be deducted from your final equity.   * Repairs and/or improvements requested by the buyer. * Buyer’s closing costs or incentives. * Realtor’s commission above the standard rate for your area or broker incentives. * Closing dates beyond 60 days of vacating or the Company taking responsibility for the expenses on your home.  Finalizing the sale Your contract with the Company will be finalized on the day the Buyout Agreement and all the necessary documents are completed and signed by your and your spouse or domestic partner (all title holders), and your Counselor. Responsibility for your property remains with you until the last of the following events occur:   * You have vacated your home * All conditions of the buyout agreement have been satisfied (e.g., inspection repairs, clear title, deeds received and approved, etc.). | | Guaranteed Buyout Utilizing the Home Sale Assistance program minimizes the income taxability that you could otherwise incur with the direct reimbursement of closing costs. In addition:   * You will be relieved of the responsibilities for property ownership upon vacating or contracting with the Company, whichever is later. * You will receive the equity from your home upon vacating or contracting with the Company, whichever is later. * Your equity will be based on the guaranteed offer or your qualified buyer’s offer price once the offer is approved and all parties have signed the Buyout Agreement. * You will not need to attend the closing and all closing documents will be pre-signed. * If you find a buyer and the buyer’s offer falls through after you have contracted with the Company, you will still be guaranteed the buyer’s offer price. * You will not need to submit an expense report for the reimbursement of home sale expenses if you are using the Home Sale program. Costs will be direct billed to the Company. * If you sell your home prior to accepting the guaranteed offer you will be eligible for a bonus.   Important Guidelines   * You must contact your counselor before contacting any real estate agents. * List your home at no more than 105% of the average of the suggest sale price of the two broker market analyses. * Include the listing exclusion clause provided by the Company in your listing agreement. * Do not sign any offers or take any money as a deposit from the real estate agent or a prospective buyer. Doing so will jeopardize your eligibility for the program benefits.   The Home Sale Guidelines will be explained throughout this section. Property Eligibility Your property must be owned by you and your spouse/partner and must be your permanent, primary residence at the time you are asked to relocate.  Eligibility is limited to single family homes, townhouses, or condominiums. This includes land customarily considered part of a residential lot and all personally property normally sold with a residence according to local custom. Homes over $1 million will need approval prior being accepted into the program.  Properties considered ineligible for the home sale program include, but are not limited to:   * Cooperative apartments, mobile homes, vacation/secondary homes, houseboats, farms * Rental property, investment properties, home partially used for non-residential purposes * Dwelling with a lease that cannot be terminated with a 60 days’ notice if occupied by a tenant * Historic homes over 75 years old or those that do not conform to the immediate area in age, style, value, etc. * Undeveloped lots, non-contiguous land parcels * Properties with excess acreage not typical for the area (typically 5+ acres) * Properties environmentally unsafe * Homes with an environmental toxin more than the recommended level established by the Environmental Protection Agency such as radon, black mold, asbestos in a hazardous condition, lead paint, etc. * Homes that partially completed or under substantial renovation * Homes that are uninhabitable or unmarketable due to physical condition and/or homes that are structurally unsound. * Homes that cannot be financed by a lending institution or are not insurable * Homes constructed with synthetic stucco (EIFS) * Income producing properties * Homes with underground oil storage tanks, near high-tension wire or toxic waste sites, etc. * Homes in which inspections conducted disclose defects which render the property unmarketable   Be sure to talk to your Relocation Counselor regarding any issues you may have.  Should the Company determine through professional consultation that a serious problem exists with a property, the Company reserves the right to exclude the home from the Home Sale Program. Direct Reimbursement of Expenses If your home is not eligible for the Home Sale Program, you will be reimbursed normal and customary closing costs provided you have disclosed all property issues to your buyers. See direct reimbursement of closing costs. Marketing Assistance Marketing Assistance is designed to help you attain the best market price for your home in the shortest amount of time and to help minimize the stress related with selling your home. To achieve these goals your relocation counselor will help you with the following:   * Assist you in selecting two approved real estate agents with relocation experience and a proven track record in your community to complete a broker market analysis (BMAs). * Review both BMA’s to ensure accuracy. * Develop a strategic marketing plan to sell your home at the best possible market value. * Suggest any minor improvements that increase the marketability of your home. * Review listing paperwork for accuracy. * Monitor your agent’s marketing efforts on a weekly basis. * Advise you during contract negotiations.   Once the BMA’s have been completed and reviewed by the Company, the list price will be determined by averaging the two agents most likely sales price. If the BMA’s are more than 5% apart a third agent will need to come to your home. At that point, the two closest BMA’s will be averaged, and you will be required to list at 105% of the average of most likely sales price.  You will then be asked to select which agent you prefer to list with and the Company will initiate the listing process. Your agent will provide the appropriate listing paperwork for the area along with the Company’s Exclusion Clause. The Company requires that the following be referenced in the listing paperwork:   * Agent Commission of 6% * Preferable listing timeframe of no more than 120 days * No special fees to the brokerage or agent such as Administrative costs * Exclusion clause made part of the listing   While marketing your home, there are important events and actions that are a seller’s responsibility that you will be required to fulfill to sell your home to the Company. Inspections Since the Company will be buying your home from you when you obtain an acceptable offer from an outside buyer, they will order any necessary inspections upfront. A major component home inspection will be ordered along with any other necessary inspections such as well, septic, roof, structural, radon and pool. The Company covers the cost of the inspections; however, you will be responsible for any required repairs from the results of the reports.  If a defect is discovered, you will need to complete the repair or provide two binding estimates from contractor’s, so the funds can be withheld from your equity payment. Any items considered to have potential hidden defects or are environmental must be completed before vacating your home. If you make repairs yourself, the Company may complete a home re-inspection once you have notified your Counselor that you have completed the work. Disclosure Since the sellers of real estate are assuming more responsibility to disclose pertinent condition information of their properties to buyers, you will be required to complete a Homeowner’s Disclosure Statement upon entering the program.  If you do not make full disclosure and defects are later discovered in the condition or title to your property, you may be held responsible for all expenses involved in correcting the defects and any possible litigation. The Homeowner’s Disclosure Statement must be received before the Company will be able to assist with the closing of your home. Building Permits Sellers are often required to show proof of obtaining building permits for some repairs or improvements made on the home to be sure they were completed within local ordinances or codes. If any renovations, additions and/or upgrades have been made to your property, you may be asked to forward any building permits, certificates, and other appropriate documentation. Title Search A title search will be initiated to prepare for closing. The Company will not be able to purchase your home if there are outstanding liens or encumbrances against the property, including any mortgage balances(s) greater than the sales price of the home. If there is a negative equity situation, you will responsible for paying the difference prior to the Company assisting in the closing of your home. Buyers Offer When you receive an offer from an outside buyer, your Counselor will review the terms of your buyer’s offer with you and will determine the buyer’s qualifications with your agent. You will then verbally negotiate the offer with your buyer.  Once the buyers offer has been agreed to and approved, your counselor will email you a Buyout Agreement to reflect the buyer’s offer. You and your spouse must sign the agreement as soon as possible as you will be guaranteed the outside buyer’s offer price, terms and conditions once you and your counselor have executed the agreement. The Company will then close the sale with the buyer. Reviewing the offer An acceptable offer one that is not subject to the sale of the buyer’s property, does not contain any unusual or unreasonable terms, and is not subject to interim financing or other contingencies.  Also, certain items are not covered under the policy. If you agree to any of the following seller’s expenses, they will be deducted from your final equity.   * Repairs and/or improvements requested by the buyer. * Buyer’s closing costs or incentives. * Realtor’s commission above the standard rate for your area or broker incentives. * Closing dates beyond 60 days of vacating or the Company taking responsibility for the expenses on your home.  Finalizing the sale Your contract with the Company will be finalized on the day the Buyout Agreement and all the necessary documents are completed and signed by your and your spouse or domestic partner (all title holders), and your Counselor. Responsibility for your property remains with you until the last of the following events occur:   * You have vacated your home * All conditions of the buyout agreement have been satisfied (e.g., inspection repairs, clear title, deeds received and approved, etc.).  Guaranteed Buyout Offer As a “safety net” if you are unable to sell your home to an outside buyer through the Marketing Assistance Program, a Guaranteed Offer based on the appraised value of your home, will be provided to you. The Guaranteed Offer process may begin any time.  You will be asked to choose two appraisers from a list of pre-approved appraisers provided by your Counselor. Do not arrange your own appraisal; your counselor will order the appraisals. After the appraisers have visited your home and completed their analyses, they will forward their appraisals to The Company for review. A copy of the appraisals will be sent to you with your Guaranteed Offer.  Your Guaranteed Offer will be based upon the average of the two appraisals, provided the appraised values do not vary by more than 5%. In the event that there is more than a 5% difference between the two appraisals, a third appraisal will be ordered. The average of the two closest appraisals will then be used to determine the Guaranteed Offer.  Once the Guaranteed Offer has been made, you will have 60 days to:   * Accept the Guaranteed Offer (provided you have been participating in the marketing assistance program for at least 60 days) by executing the Buyout Agreement. * Find a potential buyer who is willing to pay not less than 95% of the Guaranteed Offer -- you receive the Guaranteed Offer price. * Reject the Guaranteed Offer.   You should contact your Counselor to discuss the completion of the necessary forms required to accept the Guaranteed Offer.  You must vacate your property within 30 days following your acceptance of the Guaranteed Offer. You will be responsible for the maintenance, mortgage payments, insurance, and utilities of the home and must remain cooperative with marketing efforts until you vacate. Equity Advance The equity advance is designed to provide you with financial assistance in the purchase of a new home once you have secured a buyer on your old home or receive your guaranteed buyout offer. Eligibility for this requires participation in the Marketing Assistance Program, a new home contract and a signed promissory note by all title holders.  The loan will be based on 90% of your guaranteed offer and will be calculated as:   * The guaranteed offer price   + Less your mortgage balance, prorated mortgage interest, homeowner’s association dues, and real estate taxes.   + Less any liens, special assessments or outstanding repair items.   + Less any items you have agreed to in the buyer’s purchase agreement that are not covered under the policy, if applicable.  Final Equity Your equity will be calculated, prorated and processed as of the Buyout Agreement date or your scheduled vacated date, whichever is later. Responsibility for our property remains with you until the last of the following events occur:   * You have vacated your home. * All conditions of the Buyout Agreement have been satisfied (e.g. agreed upon repairs, clear title, deeds received and approved, etc.). * The Buyout Agreements is fully executed (signed by both you and the Company).   The equity will be calculated as:   * The guaranteed offer price   + Less your mortgage balance, prorated mortgage interest, homeowner’s association dues, and real estate taxes.   + Less any liens, special assessments or outstanding repair items.   + Less any items you have agreed to in the buyer’s purchase agreement that are not covered under the policy, if applicable. * If you vacate before your stated vacate date on the Buyout Agreement you will receive an adjustment. If you remain in the home beyond the stated vacate date, the property expenses will be billed to you.  Moving Out If you have sold your property, you will need to vacate your home according to the guidelines of the Purchase Agreement with the buyers or your Buyout Agreement.  There are some items that you will need to take care of when you vacate your home, for instance:   * Automatic Payment - If your mortgage payment is made by an automatic draft to your account, be sure to notify your mortgage company to discontinue withdrawals. * Utilities - Request a final reading from the utility companies servicing your home. Do not turn off any utilities when you vacate. * Keys - Leave a full set of keys to the house and garage door openers with the real estate agent * Debris - Properties should be left in “broom clean” condition. Cleaning services are not reimbursed as part of the program. * Insurance - Cancel your homeowner’s insurance policy effective when the Company assumes responsibility for your home and/or your goods have safely reached your new home. If vacate prior to contracting with the Company, contact your insurance agent to arrange coverage while your house is unoccupied. Once you are no longer responsible for your home, request to have any refunds sent to your new home address.  Direct Reimbursement of Home Sale Costs If your home is not eligible for the Home Sale Program through the Company, you will be reimbursed normal and customary closing costs once the property has closed.  To be eligible for closing cost reimbursements:   * The home must be your principal residence occupied by you and your family. * The closing must take place within one year of your effective start date.   All inspection results on your property will need to be disclosed to your buyer. Please consult your attorney regarding the disclosure laws of the state in which your property is located. This requirement is intended to protect you and the Company against any potential litigation.  Approved Closing Costs:   * Real estate broker’s commission customary for the area (typically 6%). * Closing related attorney fees up to $1,000. * Reasonable and customary closing expenses generally paid by the seller.   Costs Not Covered:   * Mortgage discount points as well as any other purchaser’s closing costs. * Mortgage prepayment penalties. * Seller concessions that you have negotiated with the buyer, including buyer’s closing costs, repairs, remodeling, restoration or renovation of any kind. * Expense to remedy and bring to acceptable standards any hazardous conditions in the home.   Once your home has closed you will need to submit your signed Closing Disclosure to your counselor for reimbursement of covered costs. | | Tax Assistance To help compensate you for the additional tax burden of the relocation expenses, the company may provide tax assistance or ‘gross up.’ Your W-2 statement of earnings at the end of the year will show an increase in your gross income and in the tax that has been withheld. Gross-up is provided as a financial benefit; it is not intended to compensate you completely for all tax liabilities. For more detailed information regarding taxes, you may wish to seek the advice of your own tax advisor. He or she can assist you in estimating how relocation reimbursements and the tax assistance payments affect your own tax situation. | | |  | |  | |  | |