This Rider shall apply if the Buyer is obtaining a mortgage loan subject to the jurisdiction of the Federal Consumer Finance Protection Bureau (“CFPB”).

BACKGROUND: The CFPB has implemented a new Truth-in-Lending Act (“TILA”), Real Estate Settlement Procedures Act (“RESPA”) Integrated Disclosure Rule (“TRID Rule”), which is a Federal regulation that became effective on October 3, 2015 and that applies to most residential transactions in which a buyer is obtaining mortgage financing (“Borrower”) from an institutional lender or mortgage company in order to purchase residential real property. Among other things, the TRID Rule provides that:

1. The Lender or Closing Attorney / Title Company (collectively, “Closing Agent”) on behalf of the Lender must deliver to the Borrower, at least three (3) business days prior to the Closing (“Waiting Period”), a “Closing Disclosure” document that itemizes all of the costs, charges and adjustments applicable to the Borrower’s financing, as well as the terms and conditions applicable to the Borrower’s purchase of real property; and

2. The Borrower is not deemed to have received the Closing Disclosure until three (3) business days after it is mailed or emailed to the Borrower by the Lender or Closing Agent (unless the Borrower otherwise acknowledges actual receipt at some earlier point during the three (3) business day Waiting Period); and

3. If any of the following three (3) events occur after the Borrower initially receives the Closing Disclosure from the Lender or Closing Agent:
   (a) The Annual Percentage Rate applicable to the Borrower’s loan changes by more than one-eighth of one percent (1/8 %) on a fixed rate loan or one-quarter of one percent (1/4 %) on an adjustable rate loan; or
   (b) The Borrower changes loan programs; or
   (c) The Lender adds a prepayment penalty to the Borrower’s mortgage loan terms;

then the TRID Rule requires that: (i) the Borrower must receive a revised Closing Disclosure; and (ii) the Closing can occur no sooner than three (3) business days after the Borrower’s receipt of the revised Closing Disclosure – which in turn may require that the Closing Date be rescheduled depending upon the amount of time remaining before the initially scheduled Closing Date.

IMPORTANTLY, however, the TRID Rule DOES NOT require that an additional three (3) business day Waiting Period be applied in the event that additions or changes are made to the Closing Disclosure in relation to outstanding water and/or sewer charges, property taxes, fuel remaining in a tank servicing the property, repair items identified in a pre-closing walk-through or other financial adjustments between the parties unless such additions or changes result in the occurrence of one of the three (3) events listed in the preceding paragraph.

Also, in order to timely prepare and deliver the Closing Disclosure to the Borrower and to help avoid unexpected delays in Closings, it will be necessary for the Lender or Closing Agent (as the case may be) to receive various documents and information required to prepare the mandatory Closing Disclosure well in advance of the scheduled Closing Date.

Therefore, the parties hereby agree as follows:

1. To the extent the Contract stipulates that time shall be of the essence regarding the closing date, the parties hereby waive that stipulation. Nothing contained in this Rider shall be construed to make the closing date in the Contract to be of the essence.

2. Absent agreement to the contrary, if any party is unable to close on the closing date due to the TRID Rule and is acting in good faith and with reasonable diligence to proceed to closing (the “Delaying Party”), and if the other party is ready, willing and able to close on the closing date (the “Non-Delaying Party”), then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in closing sufficient to comply with the requirements of the TRID Rule. If the parties fail to close within fourteen (14) days of the closing date (including any amended closing date agreed to by the parties) or to otherwise extend the closing date by written agreement, then the Delaying Party shall be in default under the Contract and the Non-Delaying Party may terminate the Contract and shall be entitled to enforce any remedies available to such party under the Contract.

3. The Seller or Seller’s attorney shall transmit to the Buyer’s attorney at least ten (10) days prior to the closing date all mortgage and lien payoffs, Seller attorney fees, commission amounts and breakdowns, State and Town conveyance taxes, the number of pages of the conveyancing deed and any other expenses required to be disclosed on the Closing Disclosure. At least ten (10) days prior to the closing date, the Seller and Buyer, or their respective attorneys, shall also calculate usual and customary property tax adjustments, utility adjustments and final utility charges to be paid by the Seller at closing. If the Seller fails to transmit to the Buyer information necessary to calculate such tax and utility adjustments, the Buyer or Buyer’s attorney may perform the calculations using all reasonable and obtainable information. Such calculation shall be final and binding upon the parties absent manifest error. Unless specifically permitted by the Buyer's lender, there shall be no Paid Outside of Closing ("POC") items.

IN WITNESS WHEREOF, Buyers and Sellers have entered into this Rider as of the Effective Date specified above.

BUYER

Date: ____________________________

SELLER

Date: ____________________________

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