

TENANT FLOOD REPORT



Order Number:

1600010459

Order Date:

July 27, 2020

Account Number:

1001000792

Requested Address:

252 HARBOR ST
BRANFORD, CT 06405-4513
NEW HAVEN COUNTY

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Determination Address: 252 HARBOR ST
BRANFORD, CT 06405-4513 NEW HAVEN
COUNTY

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This statement applies to the following property:

The landlord and his or her agent(s) disclose the following information with the knowledge that even though this is not a warranty, prospective renters may rely on this information in deciding whether and on what terms to lease the subject property. Landlord hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated lease of the property.

The following are representations made by the landlord and his or her agent(s) based on their knowledge and maps accepted by the state. This information is a disclosure and is not intended to be part of any contract between the landlord and tenant.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING POTENTIALLY HAZARDOUS FLOOD AREA:

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency (FEMA).

Yes No Information not available from local jurisdiction

For the purpose of this section, "flooded and flooding" shall mean general and temporary conditions of partial or complete inundation of normally dry land areas and structures upon said areas from the overflow of lakes, ponds, streams, rivers, creeks and any other inland waters.

Owner's insurance does not cover the loss of tenant's personal possessions or for relocation expenses. Any losses would be the sole responsibility of the tenant. The tenant should consider purchasing their own insurance to cover these items. Owner does not need to provide any additional information concerning flood hazards to the property.

Property Owner to Complete this Section

Mortgage holder requires flood insurance? Yes No

Property has flooded within the past 5 years? Yes No

The following parties have reviewed the disclosed information and hereby agree to, and acknowledge receipt of a copy of this document.

Tenant

Date Signed

Tenant

Date Signed

Owner / Agent

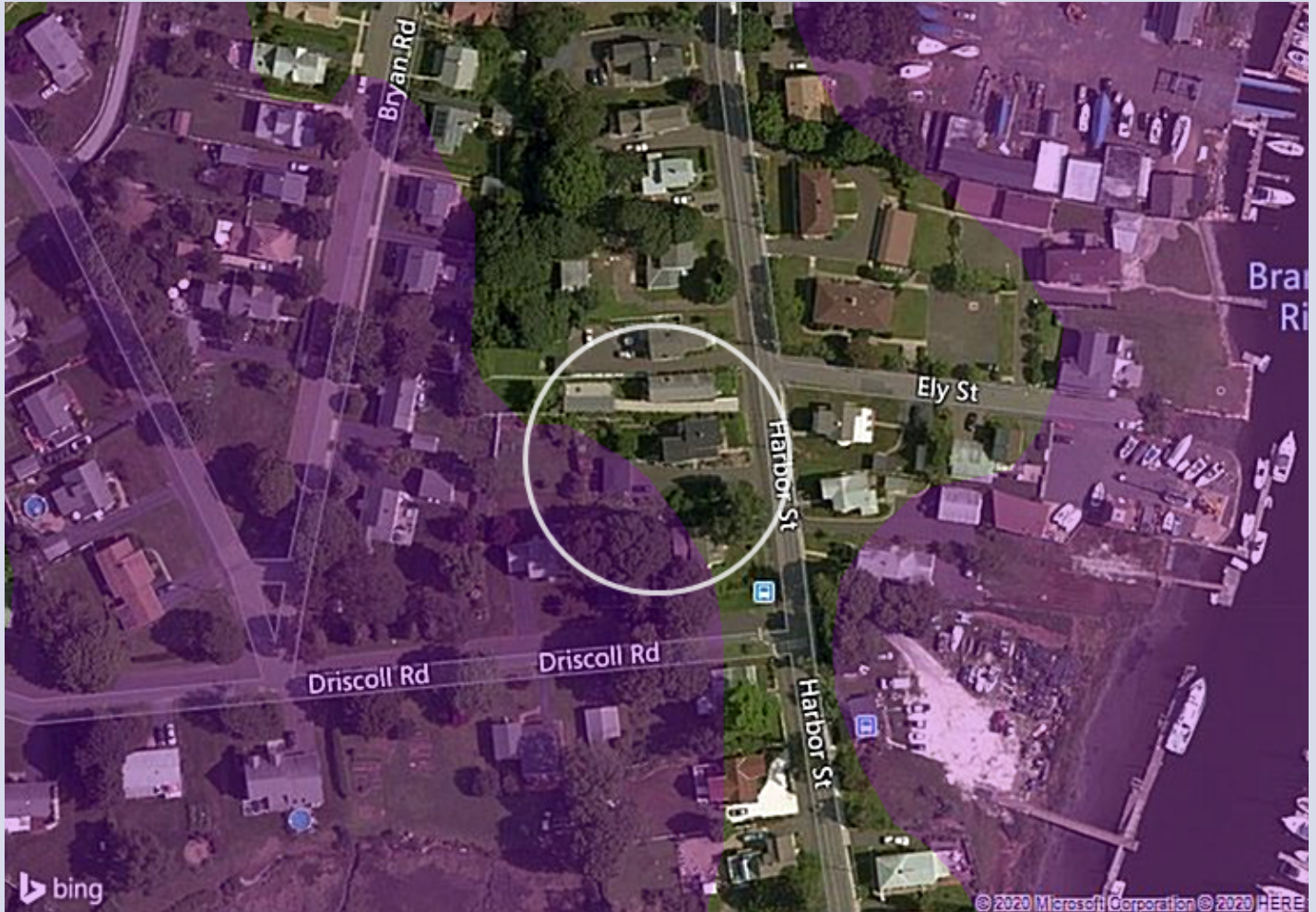
Date Signed

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TENANT FLOOD MAP



Legend: 
FEMA Flood

FEMA FLOOD HAZARD

FEMA maintains maps delineating a SFHA. ServiceLink National Flood uses the best available technical data to analyze the flood hazard maps that outline your community's flood risk area.

COPYRIGHT AND DISCLAIMER

This map is for reference purposes only and is not to be construed or used as a legal document, flood zone determination or survey instrument. Any reliance on the information contained herein is at the user's own risk. ServiceLink National Flood assumes no responsibility for any use of the information contained herein or any loss resulting there from. This information should not be relied on for decisions related to purchasing or developing land.

TENANT FLOOD REPORT-TERMS AND CONDITIONS

1. Tenant Flood Disclosures. The information contained within the Tenant Flood Report (collectively the "Report") is intended, in part, to assist the landlord and, if applicable, their respective property management professional ("Recipient(s)") in complying with applicable laws and regulations which may require that the owner or person offering the property for rent to disclose to the tenant specified information pertaining to the risk of flooding. ServiceLink National Flood ("SLNF") has obtained its information through the publicly available, official maps and data from city, county, state and federal sources that pertain solely to the Tenant Flood Report. Tenant flood risk disclosure laws and regulations are specific to the jurisdiction of the subject property. Specifically, SLNF adheres to California Government Code §8589.45 and Oklahoma Government Code §41-113a, as applicable.

SLNF uses the following maps and databases in developing the Report, as applicable:

Map	Source Agency	Link
FEMA Flood Status from current effective FEMA Flood Insurance Rate Maps	Federal Emergency Management Agency	https://msc.fema.gov/portal
Dam Inundation Maps	California Office of Emergency Services	https://www.caloes.ca.gov
Tulsa Regulatory Floodplain and Shallow map coverages	City/County of Tulsa Oklahoma	https://www.cityoftulsa.org

2. SLNF takes no responsibility concerning the accuracy or completeness of the maps and databases used for the Report.
3. The Report was prepared based on the street address or additional property information provided by the Recipient(s) and is assumed by SLNF to be correct and accurate. To the extent any Recipient believes the property identified in the Report is incorrect the Recipient(s) must notify SLNF. Upon receipt of such notice, SLNF will prepare a substitute report for the correct property location. The Report was prepared based upon the property information provided by the Recipient(s), and SLNF shall not be responsible or liable for any losses, liabilities or damages resulting from its reliance upon and utilization of incorrect property information. The Report does not include any property beyond the boundaries of the real property described in the Report, and does not include any other structures, easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lands, ways, or waterways.
5. SLNF has not performed a physical inspection of the property and makes no representations as to its condition. The Report is not a substitute for a physical inspection of the property or geologic or engineering study. SLNF also makes no representations as to the subject property concerning: (a) title or title defects, (b) the physical condition of the property (whether based known, unknown, concealed or undisclosed conditions), (c) compliance with other federal, state or local laws that may apply to the property, or (d) its market value. The Report shall not be considered as a substitute for a physical inspection of the property, any required disclosure or any other type of inspection by a qualified professional. If any party has any concerns as to the structural integrity, stability or condition of any structure on the subject property, or possible risks related to fire, earthquake, flood or otherwise, such party should seek an opinion from a professional qualified to assess any such risk, whether known, unknown, disclosed or undisclosed. SLNF assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for any

- insurance coverage, whether related to earthquakes, flooding or otherwise. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
6. **No Third-Party Beneficiaries.** The Report is for the sole and exclusive benefit of the Recipient(s) and shall not be used by any other party, for any other purpose, or in any subsequent transaction affecting the subject property. The Report may not be used in a subsequent tenancy or for any other real property. SLNF expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than the Recipient(s).
 7. **Change in Information.** The determinations made in the Report are time-sensitive, and, as a result, the information in the Report shall be considered accurate only as of the date shown herein (the "Effective Date"). Moreover, the Report can only be used for thirty (30) calendar days after the Effective Date by the Recipient(s) and is limited to one (1) tenant per Report and may not be reused for any other tenant(s) whatsoever. The Recipients further understand and agree that the maps and databases relied upon by SLNF may be periodically updated and that SLNF has no duty or obligation, under any circumstances, to communicate to Recipient (s), or any other person, any acts, occurrences, circumstances or agreements occurring after the Effective Date of the Report.
 8. **Notices/Communications.** Any notice or written communication shall be addressed to ServiceLink National Flood, LLC, 500 East Border Street, Third Floor, Arlington, Texas 76010, Attn: President.
 9. **Governing Law.** The Report shall be governed by and construed in accordance with the laws of the State of Texas.
 10. **Arbitration.** If a claim, controversy or dispute between the parties arising out of, in connection with, or with respect to the Report, or any subject matter governed by these terms and conditions either party may request binding arbitration of the issue in accordance with the following procedures:
 - (a) Either party may request arbitration by giving the other involved party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as such Commercial Arbitration Rules are amended by these terms and conditions (collectively, the "Rules").
 - (b) Upon either party's request for arbitration, an arbitrator shall be selected by mutual agreement of the parties to hear the dispute in accordance with the Rules. If the parties are unable to agree upon an arbitrator, then either party may request that the AAA select an arbitrator and such arbitrator shall hear the dispute in accordance with the Rules. The arbitration shall be conducted in Orange County, California.
 - (c) Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses (including any attorneys', experts' or witnesses' fees). Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the involved parties.
 - (d) Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

11. **Limitation of Liability.** SLNF hereby disclaims any liability for any errors, omissions, and inaccuracies found within the Report that originate from the data and information relied upon and provided by the Recipients and various governmental and private agencies.

SLNF shall not be liable to Recipient(s), for errors, inaccuracies or omissions in the Report if such errors, inaccuracies or omissions were known to exist by Recipient(s) on the Effective Date of the Report to Recipient(s). Further, SLNF expressly disclaims any disclosures not known to SLNF or not on the maps used by SLNF, not recorded in the public record as of the Effective Date of the Report, or disclosures not included in the categories included in the Report. There may be other disclosures required under applicable state law. SLNF makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

SLNF shall not be liable for any indirect, incidental or consequential damages suffered by Recipient(s). SLNF's liability for any claim, or claims, including, but not limited to, any claim for breach of contract or negligence is limited to actual proven damages as a direct result of any error or omission in the Report. SLNF's total liability to all Recipient(s) collectively for any claim, including, but not limited to, claims for breach of contract or negligence, shall be for actual proven damages only caused directly by SLNF's error up to a maximum of \$100,000 in the aggregate. Actual damages shall be measured in accordance with NFIP adjusting standards. In the event of any error, omission or inaccuracy in the Report, SLNF shall have, notwithstanding California Government Code Section §8589.45, no duty to defend and/or pay any attorneys' fees, costs and expenses incurred by Recipient(s).

12. **Not an Insurance Policy.** In preparing the Report, SLNF has relied upon the statutes identified and has reviewed the records referred to in each determination. These are available to the public as government records to make the determinations if and to what extent each assessment applies to the subject property. The Report shall not be construed as a warranty or a policy of insurance of any kind.
13. **Severability.** In the event that any provision of these terms and conditions to the Report is determined to be invalid or unenforceable under applicable law, then such provision shall be deemed as severed from the remainder of the terms and conditions and all of the other provisions of the terms and conditions shall remain in full force and effect.
14. **Other Agreements.** The Report constitutes the entire, integrated agreement between SLNF and Recipient(s) and supersedes and replaces all prior statements, representations, warranties, negotiations, and agreements. The Report and its terms and conditions may not be modified or amended except in a formal written notice signed by SLNF and the Recipient(s).
15. **BY ACCEPTING OR USING THIS REPORT, THE RECIPIENT(S), LANDLORD, TENANT, AND AGENT(S) HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS OF LIABILITY STATED HEREIN. IF FOR ANY REASON THE RECIPIENT(S)**

DOES NOT INTEND TO BE BOUND BY THE CONDITIONS, LIMITATIONS AND DISCLAIMERS CONTAINED HEREIN, THE RECIPIENT(S) SHOULD IMMEDIATELY CONTACT SLNF.