

"AS IS" ADDENDUM



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- 1. Seller: _____
- 2. Buyer: _____
- 3. Premises Address: _____
- 4. Date: _____

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the 6. above referenced Premises. All terms and conditions of the Contract are hereby included herein and delivery of all notices 7. and documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.

8. **A.** Seller and Buyer agree that the Premises is being sold in its existing condition ("AS IS") and Seller makes no warranty 9. to Buyer, either express or implied, as to the (1) condition of the Premises, including, but not limited to, Seller's Warranties 10. in Lines 163-166 of Section 5a, which Buyer hereby waives; (2) zoning of the Premises; or (3) Premises' fitness for any 11. particular use or purpose. However, Seller warrants and shall maintain and repair the Premises so that, pursuant to lines 12. 167-168, at the earlier of possession or COE, the Premises, including all additional existing personal property included 13. in the sale, will be in substantially the same condition as on the date of Contract acceptance and all personal property 14. not included in the sale and all debris will be removed from the Premises.

15. **B.** Buyer is advised to conduct independent inspection(s) and investigations regarding the Premises within the 16. Inspection Period as specified in Section 6a. Buyer retains the rights pursuant to Section 6j. Seller shall not 17. be obligated to correct any defects that may be discovered during Buyer's inspection(s) and 18. investigations or otherwise.

19. **C.** Notwithstanding the foregoing, if an On-Site Wastewater Treatment Facility (conventional septic or alternative 20. system) ("Facility") has been installed on the Premises, Seller and Buyer agree to complete and execute the AAR 21. On-Site Wastewater Treatment Facility Addendum and Seller agrees to pay for the Facility inspections, fees or 22. repairs as set forth therein.

23. **D.** Seller acknowledges that selling the Premises "AS IS" does not relieve Seller of the legal obligation to disclose all 24. known material latent defects to Buyer.

25. **E.** In the event that any provision contained in this Addendum conflicts in whole or in part with any of the terms 26. contained in the Contract, the provisions of this Addendum shall prevail and the conflicting terms are hereby 27. considered deleted and expressly waived by both Buyer and Seller.

28. **F.** Other Terms and Conditions: _____
29. _____
30. _____

31. **BUYER ACKNOWLEDGES THAT BUYER IS HEREBY ADVISED TO SEEK APPROPRIATE COUNSEL REGARDING**
32. **THE RISKS OF BUYING A PROPERTY IN "AS IS" CONDITION.**

33. Buyer recognizes, acknowledges, and agrees that Broker(s) are not qualified, nor licensed, to conduct due diligence with respect 34. to the premises or the surrounding area. Buyer is instructed to consult with qualified licensed professionals to assist in Buyer's due 35. diligence efforts. Because conducting due diligence with respect to the premises and the surrounding area is beyond the scope of 36. the Broker's expertise and licensing, Buyer expressly releases and holds harmless Broker(s) from liability for any defects or conditions 37. that could have been discovered by inspection or investigation. **Seller and Buyer hereby expressly release, hold harmless and** 38. **indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition,** 39. **square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation,** 40. **building codes, governmental regulations, insurance or any other matter relating to the value or condition of the Premises.**

41. [^] BUYER'S SIGNATURE _____ MO/DA/YR [^] BUYER'S SIGNATURE _____ MO/DA/YR

42. [^] SELLER'S SIGNATURE _____ MO/DA/YR [^] SELLER'S SIGNATURE _____ MO/DA/YR

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