



**AS-IS ADDENDUM**

This is an Amendment to the Purchase and Sales Agreement (the "Purchase Agreement") dated \_\_\_\_\_ between Seller, and \_\_\_\_\_ Purchaser, with respect to the sale of a property located at \_\_\_\_\_ . In the event of any conflict between the provisions of this Amendment and the provisions of the Purchase Agreement, the provisions of this Amendment shall be controlling.

- \_\_\_\_ 1. **Condition of Premises/Property Being Sold "As-Is."**  
The property being sold is not new, and has previously been occupied. **The property is being sold strictly "as-is". There are no implied warranties covering this property. There is no implied warranty of habitability or of good workmanlike construction. There are absolutely no implied warranties of any kind covering this property or the components of this property.**
  
- \_\_\_\_ 2. **Representation by Seller Concerning Condition.**  
Purchaser hereby acknowledges that there have been no representations by the Seller regarding the condition of the premises (including fixtures such as heating, mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements) or the condition of any of the appliances or other personal property contained thereon. Purchaser is hereby informed and placed on notice that Seller is unaware of any defects (unless disclosed in the property disclosure), latent or otherwise, in the property or any of its components, including, but not limited to plumbing, heating, air conditioning and electrical systems, fixtures and appliances, cosmetic repairs, roof insulation, sewer and septic systems, well, if applicable, soil conditions, foundation, or structural conditions, unless otherwise set forth in writing. Purchaser understands Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations or ordinances affecting the property, and agrees to accept the property in the condition existing on the date of the contract. **It is important for Purchaser to have a home inspection performed on the property in order to identify any possible defects.**
  
- \_\_\_\_ 3. **On-Site Water and Septic Systems.**  
If the property is served by an on-site well or septic system, Seller will comply with all applicable governmental regulations at closing. This compliance is not a representation by Seller concerning the adequacy or future performance of a well or septic system. Seller does not warrant performance of any on-site well or septic system after closing. **There are no implied warranties covering any on-site well or septic system. Seller will not be responsible for any defects in the well or septic system after closing.**
  
- \_\_\_\_ 4. **Right of Inspection.**  
Purchaser has the right to inspect the property and contents or have them inspected by any other person that Purchaser selects to determine whether any defects exist. Any inspections by third parties must be paid for by Purchaser, and must be completed within \_\_\_\_\_ days after the Purchaser signs this Addendum. If the property is winterized at the time Purchaser signs this amendment, the period of inspection **for the plumbing system only** shall be extended until five (5) days prior to closing.
  
- \_\_\_\_ 5. **Limitation of Remedies.**  
If Purchaser or anyone representing or assisting the Purchaser discovers any defects in the property or contents, Purchaser must notify Seller or Seller's licensee in writing, describing these defects, within the applicable inspection period set forth in Paragraph 4 above. In the event Purchaser notifies Seller of defects within the applicable inspection period, Seller and Purchaser shall have \_\_\_\_\_ days to agree in writing as to whether repairs shall be made, defects waived and/or an adjustment made to the purchase price. If Seller and Purchaser do not reach an agreement concerning the defects within \_\_\_\_\_ days the Purchase Agreement will automatically be null and void and earnest money paid by the Purchaser will be promptly refunded upon signed rescission. Thereafter, neither Seller nor Purchaser will have any further obligation with respect to the other.
  
- \_\_\_\_ 6. **Closing as Final Acceptance of Property Condition.**  
If Purchaser does not notify Seller of any defects within the inspection periods set forth above and accepts delivery of the deed at closing, Purchaser will be deemed to have accepted the condition of the property and its components as satisfactory and Seller will have no further liability with respect to them.
  
- \_\_\_\_ 7. **The provisions of this Addendum shall survive delivery of the deed and closing of the sale of the property.**

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Buyer  
  
\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Seller  
  
\_\_\_\_\_  
Seller