

**BUYER PURCHASING "AS IS" ADDENDUM**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

- 1. Date \_\_\_\_\_
- 2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_, pertaining  
 4. to the purchase and sale of the property at \_\_\_\_\_  
 5. \_\_\_\_\_.

6. **DISCLOSURE REQUIRED:** Under Minnesota law, Sellers of residential property, except by waiver or with limited  
 7. exceptions, are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely  
 8. and significantly affect an ordinary Buyer's use or enjoyment of the property or any intended use of the property of  
 9. which Seller is aware. Such a disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing  
 10. or assisting any party in the transaction. Seller agrees to notify Buyer immediately in writing of any substantive changes  
 11. from any prior representations regarding the property.

12. (Check appropriate box.)

13.  Buyer has received and had an opportunity to review the *Seller's Property Disclosure Statement*;  
 14. or

15.  Buyer has received and had an opportunity to review the *Seller's Disclosure Alternatives* form.

16. **CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other improvements  
 17. and fixtures, is not new and is being purchased "AS IS".

18. Buyer understands that the property, as defined above, will be purchased in the condition it is in at the time of Purchase  
 19. Agreement. Buyer shall have the right to a walk-through review of the property prior to closing. To the extent there  
 20. is a material change in the condition of the property arising between the date of the Purchase Agreement and the  
 21. closing date, Seller shall be responsible for restoring the property to substantially the same condition it was in on the  
 22. date of the Purchase Agreement, except that Seller shall have **NO OBLIGATION OR RESPONSIBILITY** to repair or  
 23. replace central air-conditioning, heating, plumbing (including subsurface sewage treatment systems, unless otherwise  
 24. required by law), wiring systems or wells on the property if they fail between the date of Purchase Agreement and the  
 25. date of closing. This provision voids lines 217-219 of the Purchase Agreement.

26. **RISK OF LOSS:** The Risk of Loss provision in the Purchase Agreement is modified as follows. If there is any loss  
 27. or damage to the property between the date of Purchase Agreement and the date of closing for any reason, including fire,  
 28. vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller except that Seller shall have **NO**  
 29. **OBLIGATION OR RESPONSIBILITY** to repair or replace central air-conditioning, heating, plumbing (including subsurface  
 30. sewage treatment systems, unless otherwise required by law), wiring systems or wells on the property if they fail between  
 31. the date of Purchase Agreement and the date of closing. If the property is destroyed or substantially damaged before  
 32. the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee  
 33. representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign  
 34. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder  
 35. to be refunded to Buyer.

36. **RIGHT OF INSPECTION:** Buyer shall have the **right** to inspect the property or to have it inspected by a person of  
 37. Buyer's choice, at Buyer's expense.

38. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
 39. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**BUYER PURCHASING "AS IS" ADDENDUM**

40. Page \_\_\_\_\_

41. Property located at \_\_\_\_\_ .

42. **SETTLEMENT IS FINAL:** It is understood that Buyer accepts the property "AS IS." ANY WARRANTIES OF **PHYSICAL**  
43. **CONDITION** OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT INCLUDING, BUT NOT LIMITED  
44. TO, CENTRAL AIR-CONDITIONING, HEATING, PLUMBING, WIRING, AND CONNECTION TO CITY SEWER AND  
45. CITY WATER ARE VOID. This provision shall survive delivery of the deed or contract for deed. All other warranties  
46. specified in the Purchase Agreement remain the same.

47. **OTHER:** \_\_\_\_\_

48. \_\_\_\_\_

49. \_\_\_\_\_

50. \_\_\_\_\_

51. \_\_\_\_\_

52. \_\_\_\_\_

53. \_\_\_\_\_

54. \_\_\_\_\_

55. \_\_\_\_\_

56. \_\_\_\_\_

57. \_\_\_\_\_

58. \_\_\_\_\_

59. \_\_\_\_\_

60. \_\_\_\_\_

61. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

62. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

63. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
64. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**