

INSPECTION CONTINGENCY ADDENDUM

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- 1. Date _____
- 2. Page _____

3. **THE PROPERTY, IF NOT NEW, CANNOT BE EXPECTED TO BE IN NEW CONDITION.**
 4. **ROUTINE MAINTENANCE ITEMS ARE NOT PART OF THIS ADDENDUM.**

5. Addendum to Purchase Agreement between parties, dated _____, 20 _____, pertaining
 6. to the purchase and sale of the property at _____
 7. _____.

8. This Purchase Agreement is contingent upon a complete home inspection(s) of the property to determine its condition.
 9. Any and all inspections performed by Buyer shall constitute a complete home inspection(s).

10. Any inspection(s) shall be done by an Inspector(s) of Buyer's choice. The Inspector(s) should be qualified to do the
 11. inspection(s), as evidenced by a license or professional designation. **Buyer shall satisfy Buyer as to the qualifications**
 12. **of the Inspector(s).**

13. Said inspection(s) shall be at Buyer's sole expense.

14. Seller agrees to make the property reasonably available for said inspection(s).

15. Any inspection(s) or test(s) done by FHA, DVA or any other governmental unit shall be done and paid for in accordance
 16. with the applicable regulations and are not part of this Inspection Contingency Addendum.

17. Buyer shall not have the right to do intrusive testing without the prior written authorization of Seller.

18. For purposes of this form, "intrusive testing" shall mean any testing, inspection(s) or investigation(s) that changes the
 19. property from its original condition or otherwise damages the property.

20. Seller **DOES** **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
 -----(Check one.)-----

21. If answer is **DOES**, Buyer agrees that the property shall be returned to the same condition it was in prior to Buyer's
 22. intrusive testing at Buyer's sole expense.

23. **For the purposes of this Addendum, "Business Days" shall end at 11:59 p.m. and do not include Saturdays,**
 24. **Sundays and state and federal holidays.**

25. All inspection(s) shall be done within _____ Business Days of Final Acceptance of this Purchase Agreement.

26. Buyer shall have these options following inspection(s):

27. (1) If Buyer, or licensee representing or assisting Buyer, identifies any issues pertaining to the property resulting
 28. from the inspection(s) and intends to negotiate the identified issues with Seller, then Buyer, or licensee
 29. representing or assisting Buyer, shall notify Seller, or licensee representing or assisting Seller, in writing,
 30. describing the issues and proposed remedy, within _____ Business Days after expiration of the time
 31. period specified on line 25.

32. If Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or assisting
 33. Seller, of the identified issues and proposed remedy, and if within _____ Business Days after such
 34. notice Buyer and Seller have not agreed in writing to a remedy of the identified issues, this Purchase Agreement
 35. is canceled without further notice required. Buyer and Seller shall immediately sign a *Cancellation of*
 36. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be
 37. refunded to Buyer, and thereafter neither party shall have any further liability to the other.

38. And/or;

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

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43. Property located at _____ .

44. (2) Notwithstanding any provision to the contrary or any notice given, Buyer may unilaterally waive any issues,
45. providing that Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or
46. assisting Seller, of waiver in writing, within the time specified on line 33.

47. And/or;

48. (3) Notwithstanding any other provision of this Purchase Agreement, Buyer may, based on the inspection(s),
49. declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting
50. Seller, within _____ Business Days after expiration of the time period specified on line 25, in which case
51. this Purchase Agreement is canceled.

52. In the event Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
53. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid
54. hereunder to be refunded to Buyer.

55. If Buyer fails to have the inspection(s) performed within the time specified in line 25, or does not notify Seller, or licensee
56. representing or assisting Seller, of Buyer’s decision within the time specified in lines 30 and 50, then this Contingency
57. shall be deemed removed and this Purchase Agreement shall be in full force and effect.

58. Nothing herein invalidates the warranties agreed to in lines 217–219 of this Purchase Agreement.

59. Seller, or licensee representing or assisting Seller, **SHALL** **SHALL NOT** have the right to continue to offer
60. the property for sale until this Contingency is removed.
------(Check one.)-----

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.**