

**"AS IS" CONDITION ADDENDUM**

**THIS CLAUSE IS TO BE USED ONLY FOR THE RESALE OF RESIDENTIALLY IMPROVED PROPERTY AND IS NOT TO BE USED FOR THE INITIAL SALE OF A NEW HOME.**

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

Property: \_\_\_\_\_

The property is sold in an "AS IS" condition as of the date of \_\_\_\_\_.  
Seller makes no warranty, expressed or implied, as to the condition of the property or any equipment or system contained therein. Seller acknowledges that he/she has disclosed all known latent or hidden defects to Buyer prior to the execution of this Agreement and Buyer acknowledges that Buyer has had the opportunity to inspect the Property and Buyer elects to purchase the Property subject to all existing defects and conditions. Seller understands that Seller's failure to disclose to Buyer any latent or hidden defect known to Seller regarding the property or any condition known to Seller which may pose a health or safety risk to Buyer shall render the "AS IS" condition of sale null and void with respect to such latent or hidden defects and such health or safety risks. Seller further understands and acknowledges that in the event this Contract contains a financing contingency and the lender requires that certain repairs or replacements be made or requires a termite, well and/or septic inspection as a condition of granting a mortgage or deed of trust loan to Buyer, the "AS IS" condition of sale shall be rendered null and void with respect to any repairs or replacements required by the lender or with respect to said inspection(s); however, Seller shall not be obligated to repair or pay for the cost of such repairs and replacements or to rectify the conditions, if any, described in said inspection(s) as required by the lender. Unless this Contract contains a financing contingency and the lender requires a termite, well and/or septic inspection be made as a condition of granting a mortgage or deed of trust loan to Buyer, all clauses in the Contract pertaining to termite inspection or well or septic inspection are hereby deleted from the Contract. The term "lender" as used above shall not include the Seller or any individual person. Except as herein provided to the contrary and notwithstanding the provisions of any paragraphs relating to moisture, pest, or wood infestation of the Contract of Sale, Seller shall only be required to deliver the property free and clear of trash and debris and broom clean and in substantially the same physical condition as of the date of acceptance of this Agreement and Seller shall have no obligation to make repairs to the electrical, plumbing, heating, air conditioning or any other mechanical system, equipment, fixture, appliance or structure. Buyer and Seller acknowledge that the purchase price reflects that the Property will require additional work and expense by the Buyer.

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

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

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

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