



INSPECTION ADDENDUM

THIS ADDENDUM is attached to and forms a part of the Financed Sales Contract, or Cash Sales Contract, ("Purchase Contract") between:

_____ Purchaser(s)
and _____ Seller(s)
concerning the property commonly known as _____

City _____ County _____ State _____ Zip _____

Purchaser(s) acknowledges that Purchaser(s) is not relying on any representation made by the Brokers or their licensees regarding the condition of the property. Purchaser shall not be physically present on the property during any inspection unless accompanied at all times by a licensee on behalf of the Selling or Listing Brokerage, or as otherwise agreed to by the parties.

At Purchaser's expense, and within _____ working days (seven if left blank) after the Confirmation Date, Purchaser may inspect the property either personally, or through registered inspectors, licensed contractors, or other persons of Purchaser's choosing. Inspections may include, any and all types of inspections, however, this provision does not include an Alabama Wood Infestation Report, as required under paragraph 4(c) of the Purchase Contract.

The requirements of Paragraph 4(a) of the Purchase Contract are incorporated into this Addendum. Purchaser must include in Purchaser's repair request any item covered by Paragraph 4(a) of the Purchase Contract that Purchaser claims is not in normal operating condition.

Purchaser will provide Seller a *Request for Repairs* form within 3 working days after the last day of the inspection period. Purchaser shall also provide Seller with a complete copy of all inspection reports at no expense to Seller. The Request for Repairs form shall itemize those repairs which Purchaser requests Seller to correct. **If Purchaser does not give a written repair request, within the time specified in this Addendum, Purchaser waives any right under this Addendum to request repairs or to terminate this contract based on the condition of the property.**

Within 3 working days after receipt of Purchaser's repair request, Seller must give Purchaser a written *Response to Request for Repairs* form. Seller may agree to all, some, or none of the requested repairs. **If Seller does not respond within the time specified in this Addendum, Seller will be deemed to have agreed to the requested repairs.**

If Seller elects not to make requested repairs, Purchaser, within 2 working days, will have 3 options:

- 1) accept in writing Seller's decision as to repairs Seller is willing to make and proceed to closing with Purchaser making such repairs as Purchaser or Purchaser's lender requires but which Seller is not making;
- 2) submit a new request for repairs which shall be treated in the same manner as the initial request for repairs; or
- 3) terminate this Contract in writing without further claim, except for the return of the earnest money advanced with this Contract. **Seller and Purchaser shall execute a Mutual Release Agreement authorizing the release and return of the earnest money.**

Any written notice to a party's agent or transaction facilitator is deemed notice to that party. Notwithstanding any of the above, the closing of this sale will constitute acknowledgment by the Purchaser(s) that the property was acceptable at the time of closing unless otherwise agreed to in writing.

In calculating any time period under this Addendum, the commencement day shall be the next working day. In the event a performance deadline occurs on a Saturday, Sunday, or holiday, as defined in the Purchase Contract, the performance time period shall be extended to the next working day.

Additional Provisions

Time is of the essence regarding this Addendum.

Dated this the _____ day of _____

WITNESS _____ DATE _____

PURCHASER _____ DATE _____

WITNESS _____ DATE _____

PURCHASER _____ DATE _____

WITNESS _____ DATE _____

PURCHASER _____ DATE _____

WITNESS _____ DATE _____

SELLER _____ DATE _____

WITNESS _____ DATE _____

SELLER _____ DATE _____

WITNESS _____ DATE _____

SELLER _____ DATE _____