

The undersigned parties hereby amend that certain Purchase and Sales Agreement dated \_\_\_\_\_ for the purchase and sale of real property located at: \_\_\_\_\_ as follows:

## ADDENDUM “ ”TO PURCHASE OFFER CONTRACT

Seller(s) and Buyer(s) agree:

1. Seller does not warrant Appliances or other personal property conveyed with real estate.
2. Time is of the essence. Therefore, if buyer does not close on the scheduled closing date, due to buyer's or lender's actions, a "delay in closing charge" of two percent (2%) of the sales price shall be charged to the buyer per month prorated on a daily basis for each day the closing is delayed. Buyer hereby authorizes closing agent to debit buyer and credit seller at closing.
3. Buyer has right and duty to inspect the property. Buyer(s) agree(s) to release the whole Property Inspection Contingency within 10 days of the Binding Agreement Date, The buyer(s) agree(s) to negotiate repairs, accept house "as is" or withdraw offer within this time period. If there is no action or communication from the buyer, regarding the inspection by the 11<sup>th</sup> day following Binding Agreement Date, then the Property Inspection Contingency will automatically be released and be null and void; and the buyer(s) agree to accept property "as is".
4. The buyer will release the Property Inspection Contingency in whole. In the event that climatic conditions prevent buyer's inspector from testing any appliance or system, the buyer agrees to accept appliance or system "as is." The seller makes no warrant or representation with regard to the condition of any such system or appliance.
5. Buyer agrees that as part of their due diligence, they have verified the following to their complete satisfaction: square footage, school zones, subdivision restrictions and covenants.
6. If Buyer is a married person buying without spouse, spouse will release homestead rights at least 7 days before closing date (ask lender); or if Buyers are married persons buying together, both spouses will attend closing; or send POA agreement to the closing attorney at least 10 days before closing.
7. Seller to have utilities in seller's name through date of possession or closing, which ever comes first. Buyer to have all utilities transferred to buyer's name as of possession/closing date. Any damages to property because of non-transferred utilities shall be the responsibility of the party in non-compliance with this paragraph.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

This Amendment shall become a Binding Agreement upon the last date of written acceptance hereof and any and all counter offers. The receipt by the Sellers' Broker, or the Affiliated Licensee, the Buyers or the Sellers by facsimile (fax machine) of written acceptance hereof sent by the Buyers shall be deemed delivery thereof. Upon receipt of acceptance, the other party, the Broker or the Broker's Affiliated Licensee shall be notified immediately.

Sellers accept this Amendment			
SELLER	DATE	SELLER	DATE
Buyers accept this Amendment			
BUYER	DATE	BUYER	DATE