



CONTRACT TO PURCHASE REAL ESTATE INSPECTION ADDENDUM

Form Approved by Springfield Board of REALTORS®



PURCHASER: _____

PROPERTY: _____

1. INSPECTION PERIOD. Purchaser shall have the right for a period of _____ days after the date of Seller's acceptance Purchaser's removal of contingency (the "Inspection Period") to obtain inspections of the Property at Purchaser 's expense in each of the following areas:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Structural | <input type="checkbox"/> Septic System | <input type="checkbox"/> Heating & Furnace | <input type="checkbox"/> Fireplace |
| <input type="checkbox"/> Basement | <input type="checkbox"/> Sewer Line | <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Chimney |
| <input type="checkbox"/> Crawl Space | <input type="checkbox"/> Electrical | <input type="checkbox"/> Appliances | <input type="checkbox"/> Roof |
| <input type="checkbox"/> Well Quality | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Mold | <input type="checkbox"/> Whole House |
| <input type="checkbox"/> Well Quantity | <input type="checkbox"/> Gas Line | <input type="checkbox"/> Radon | <input type="checkbox"/> Other (Specify) |
| <input type="checkbox"/> Lead-Based Paint | | <input type="checkbox"/> Termite or Wood | _____ |
| <input type="checkbox"/> &/or Lead-Based Paint Hazards | | <input type="checkbox"/> Boring Insects | _____ |

Inspections shall be made by qualified contractors and inspectors (duly licensed and certified where applicable) selected by Purchaser. During the Inspection Period, Purchaser and Purchaser's inspectors and contractors shall be permitted access to the Property at reasonable times. Purchaser shall be responsible for any damage to the Property caused by Purchaser or Purchaser's inspectors or contractors. If the inspections disclose any defects in the Property, Purchaser shall notify Seller in writing of the defects prior to the expiration of the Inspection Period. For purposes of this addendum, **“defects” do not include minor, routine maintenance and repair items not affecting habitability or matters disclosed to Purchaser in writing by Seller before presentation of this offer and Seller shall have no obligation to repair any such items unless specifically agreed to in writing.** **FAILURE TO NOTIFY SELLER OF ANY DEFECTS PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS AND PURCHASER SHALL TAKE THE PROPERTY “AS IS” WITH RESPECT TO SUCH DEFECTS.** Inspections required by lending institutions or local municipalities do not necessarily eliminate the need for other inspections. **Purchaser(s) Initials** _____ / _____

2. REPAIR PERIOD. In the event Purchaser's inspections disclose any defects in the Property which are timely reported to Seller, Seller shall have the right for a period of 10 days after expiration of the Inspection Period to either (a) repair the defect in a good and workmanlike manner using contractors reasonably acceptable to Purchaser or (b) provide other assurances reasonably acceptable to Purchaser, by means of an escrow of funds at closing for the repairs or otherwise, that the defects will be repaired with due diligence and in a good and workmanlike manner.

Purchaser(s) Initials _____ / _____

Seller(s) Initials _____ / _____

Date _____

Date _____

3. LEAD-BASED PAINT CONTINGENCY LANGUAGE. If the item “Lead-Based Paint and/or Lead-Based Paint Hazards” is checked in Section 1 above, the Inspection Period represents the agreed upon period for Purchaser to conduct an assessment or inspection of the Property to determine the presence of Lead-Based paint and/or Lead-Based paint hazards. Except as provided in this Inspection Addendum, Purchaser waives any right or opportunity to conduct an assessment or inspection for these purposes. **Intact Lead-Based paint that is in good condition is not necessarily a hazard. See EPA pamphlet “Protect Your Family From Lead in Your Home” for more information.**

4. RIGHT TO CANCEL. If Seller is unwilling or unable to repair any defect or to provide the assurances described above in Section 2, **REPAIR PERIOD**, Purchaser shall have the right, at Purchaser’s sole option to cancel this Contract, in which event the earnest money shall be returned to Purchaser in accordance with the procedure set forth in Paragraph H on page two of the Real Estate Purchase Contract and the parties shall be released from all further obligations under this Contract. This right of cancellation shall be exercised, if at all, by giving written notice to Seller within 5 days after the earlier of (a) receipt of a written notice from Seller stating that Seller is unwilling to make the repairs or provide the assurances described above or (b) expiration of the Repair Period. **FAILURE BY PURCHASER TO CANCEL THIS CONTRACT WITHIN SUCH 5-DAY PERIOD SHALL CONSTITUTE A WAIVER BY PURCHASER FOR ANY UNCURED DEFECTS AND PURCHASER SHALL TAKE THE PROPERTY “AS IS” WITH RESPECT TO SUCH DEFECTS.**

5. RELEASE. Seller and Purchaser release the Broker(s) from any and all liability arising from (a) any action by the Broker(s) in obtaining or recommending an inspector or contractor, (b) the contents of any inspection report or the work of any contractor, (c) any advice concerning the necessity of any inspections, (d) any defect or deficiency in the Property and the failure to deliver any notice within the time periods provided herein unless specifically requested to do so. This waiver shall survive the closing.

OTHER ADDENDA

Purchaser(s) **Date**

Seller(s) **Date**

Purchaser(s) **Date**

Seller(s) **Date**

Address _____