

Existing Condition Acknowledgment

“AS-IS, WHERE IS” PROVISION

Addendum to Purchase Contract dated _____, for the property located at _____

BUYER is aware that **SELLER** acquired property by way of **FORECLOSURE**, and that **SELLER** is selling and **BUYER** is purchasing the property in its **“EXISTING CONDITION” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.**

Buyer acknowledges for Buyer and Buyer’s successors, heirs, and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer’s choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, **ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, AIR CONDITIONING, IF ANY, FOUNDATIONS, SOILS AND GEOLOGY, PRESENCE OF SOIL AND/OR WATER CONTAMINATION OF ANY KIND, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, LEAD CONTENT OF PAINT OR WALL COVERINGS, OR THAT APPLIANCES, IF ANY, PLUMBING AND/OR UTILITIES ARE IN WORKING ORDER, AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL STATUTES, CODES OR ORDINANCES.**

Any report(s) that is required by the Buyer’s Lender is to be the sole responsibility of the Buyer. Buyer shall neither make nor cause to be made: (i) invasive or destructive investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform, order or otherwise cause any repair(s) and/or work to be done on the property prior to closing without the express written consent of the Seller.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. **BUYER(S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AUTHORITY FOR INTENDED USE AND HOLDS SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER(S) INTENDED USE.**

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

The **CLOSING OF THIS TRANSACTION** shall constitute as acknowledgment by the Buyer(s) that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT “AS-IS” CONDITION BASED SOLELY ON BUYER’S OWN INSPECTION.**

BUYER

DATE

BUYER

DATE

SELLER

DATE