



“AS-IS” RIDER

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This Contract is Intended to be a Binding Real Estate contract.



1 This "As Is" Rider ("Rider") is made a part of and incorporated into the certain real estate contract between
2 _____ ("Buyer") and _____ ("Seller")
3 for the purchase and sale of the real estate ("Contract") commonly known as:
4 _____ ("Property").

5 1. EFFECT OF RIDER. Except as modified by this Rider, all of the terms and conditions contained in the Contract remain in full
6 force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of
7 the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not defined in this Rider shall
8 have the meanings given to them in the Contract.

9 2. NO WARRANTIES OR REPRESENTATIONS BY SELLER. Seller and Buyer acknowledge and agree that the Property is being
10 sold to Buyer in its existing, "as is" condition ("As Is") as of the Effective Date of the Contract. Seller makes no representation
11 or warranty to Buyer, either express or implied, as to the (1) physical condition of the Property, (2) the zoning of the
12 Property, or (3) the suitability of the Property for Buyer's intended use or purpose or for any other use or purpose. Seller
13 shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects
14 on the Property or to any improvements thereon, including but not limited to the material, workmanship or mechanical
15 components of the structures, foundations, roof, heating, plumbing, electrical or sewage system, drainage or moisture
16 conditions, air conditioning, hot water heater, appliances, or damage by the presence of pests, mold or other organisms.
17 However, Seller agrees to maintain and repair the Property so that the Property, including all personal property located
18 thereon that is included in the sale pursuant to the Contract, will be in substantially the same condition on the Closing Date
19 as on the Effective Date of the Contract.

20 3. DEBRIS AND PERSONAL PROPERTY. Seller (choose one) [] [does] OR [] [does not] agree to remove all debris and personal
21 property not included in the Contract from the Property prior to the Closing Date.

22 4. INSPECTION BY BUYER AND RIGHT TO REQUESTS (OPTIONAL).
23 The provisions of the Contract related to Inspection control unless an option below is selected.

24 (Only select an option below if intending to change the inspection language of the Contract.)

25 [] a) Waiver of Inspection. Buyer acknowledges that Buyer was advised that they had the right to have an inspection
26 or investigation of the Property conducted by a third party, and hereby waives all rights to such inspection. Any
27 such right provided in the Contract shall be in no force or effect.

28 [] b) Right to Inspect with No Requests. Within ____ Business Days after the Acceptance Date ("Inspection Period"),
29 Buyer may conduct, at Buyer's sole cost and expense (unless otherwise provided by law) home, radon,
30 environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood
31 infestation, and/or mold inspections of the Property ("Inspections") by one or more properly licensed or
32 certified inspection personnel (each, an "Inspector"). Buyer shall indemnify Seller from and against any loss or
33 damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector. If the
34 Inspections uncover any defects in the Property, Buyer shall be entitled to terminate the Contract prior to the
35 expiration of the Inspection Period. However, Seller shall have no obligation whatsoever to correct any defects
36 or make repairs to the Property as a result of such Inspections except as provided in Section 2 above. A request
37 by Buyer for credits or repairs in violation of the terms of this subparagraph (b) shall allow Seller to declare the
38 Contract terminated and direct the return of Buyer's Earnest Money.

39 5. ACKNOWLEDGEMENTS. Seller acknowledges and agrees that selling the Property "As Is" does not relieve Seller from
40 applicable legal obligations to disclose any and all known material latent defects in the Property and the improvements
41 thereon, if any, to Buyer. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel
42 regarding the risks of buying Property in its "As Is" condition; (b) neither Buyer's nor Seller's respective brokerages are
43 qualified, or licensed, to conduct due diligence or inspections with respect to the Property or the surrounding area;

44 and (c) Buyer expressly releases and hold harmless the brokerages from and against any liability for any defects or
45 conditions in the Property and the improvements thereon, if any, that could have been discovered by an investigation or
46 inspection. Buyer's and Seller's respective brokerages are third party beneficiaries of this Paragraph.

47 **Buyer(s) Signature:**

Seller(s) Signature:

48 _____

49 _____ Date

_____ Date

50 _____

51 _____ Date

_____ Date