



INSPECTION CONTINGENCY RIDER

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



1 This Inspection Contingency 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. **INSPECTION CONTINGENCY.** Seller and Buyer agree to the following inspection terms (select one):

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

13 b) **Right to Inspect with No Requests.** Within ____ Business Days after the Acceptance Date ("**Inspection Period**"),
14 Buyer may conduct, at Buyer's sole cost and expense (unless otherwise provided by law) home, radon,
15 environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood
16 infestation, and/or mold inspections of the Property ("**Inspections**") by one or more properly licensed or
17 certified inspection personnel (each, an "**Inspector**"). Buyer shall indemnify Seller from and against any loss or
18 damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector. If the
19 Inspections uncover any defects in the Property, Buyer shall be entitled to terminate the Contract prior to the
20 expiration of the Inspection Period. **However, Seller shall have no obligation whatsoever to correct any
21 defects or make repairs to the Property as a result of such Inspections. A request by Buyer for credits or
22 repairs in violation of the terms of this subparagraph (b) shall allow Seller to terminate the Contract and
23 direct the return of Buyer's Earnest Money.**

24 c) **Right to Inspect with Requests.** Within ____ Business Days after the Acceptance Date ("**Inspection Period**"),
25 Buyer may conduct, at Buyer's sole cost and expense (unless otherwise provided by law) home, radon,
26 environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood
27 infestation, and/or mold inspections of the Property ("**Inspections**") by one or more properly licensed or
28 certified inspection personnel (each, an "**Inspector**"). The Inspections shall include only major components of
29 the Property, including, without limitation, central heating, central cooling, plumbing, well, and electric
30 systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be
31 deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and
32 does not constitute a health or safety threat. Buyer shall indemnify Seller from and against any loss or damage
33 to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector. Prior to expiration
34 of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("**Buyer's Inspection Notice**")
35 of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the
36 pertinent pages of the relevant Inspection report(s). **Buyer agrees that minor repairs and maintenance
37 collectively costing less than \$250 shall not constitute defects covered by this Paragraph.** If the Parties have
38 not reached written agreement resolving the inspection issues within the Inspection Period, then either Party
39 may terminate the Contract by written notice to the other Party. In the event of such notice, the Contract shall
40 be null and void and the Earnest Money shall be returned to Buyer. **In the absence of written notice prior to
41 the expiration of the Inspection Period, this provision shall be deemed waived by all Parties, and the Contract
42 shall be in full force and effect.**

43 3. **ACKNOWLEDGEMENTS.** Seller acknowledges and agrees that this Rider does not relieve Seller from applicable legal
44 obligations to disclose any and all known material latent defects in the Property and the improvements thereon, if any, to
45 Buyer. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel regarding the risks of
46 buying Property without an inspection (if applicable); (b) neither Buyer's nor Seller's respective brokerages are qualified, or
47 licensed, to conduct due diligence or inspections with respect to the Property or the surrounding area; and (c) BUYER
48 EXPRESSLY RELEASES AND HOLD HARMLESS THE BROKERAGES FROM AND AGAINST ANY LIABILITY FOR ANY DEFECTS OR
49 CONDITIONS IN THE PROPERTY AND THE IMPROVEMENTS THEREON, IF ANY, THAT COULD HAVE BEEN DISCOVERED BY AN
50 INVESTIGATION OR INSPECTION. Buyer's and Seller's respective brokerages are third party beneficiaries of this Paragraph.

51 **Buyer(s) Signature:**

Seller(s) Signature:

52 _____
53 _____ Date

_____ Date

54 _____
55 _____ Date

_____ Date