



**262 W. Patrick St.  
Frederick, MD 21701  
304-274-5858 / 301-790-1700  
FAX: 301-694-3168 / 301-739-7208**

**ADDENDUM TO EXCLUSIVE RIGHT TO SELL  
(OR OTHER TYPE LISTING) CONTRACT**

**NOTICE TO SELLER/LANDLORD OF SELLER'S/LANDLORD'S RIGHTS AND OBLIGATIONS UNDER WEST  
VIRGINIA'S  
PROPERTY CONDITION DISCLOSURE AND DISCLAIMER**

Property: \_\_\_\_\_

Date of Listing Contract: \_\_\_\_\_ Listing Broker : **MACKINTOSH INC. REALTY**

NOTE: This Notice does not apply to: (1) The initial sale of single family residential real property that has never been occupied or for which a owner has occupied the property for one (1) year before the Seller and Purchaser enter into a Contract of Sale; (2) a sale by the lender acquiring the real Property by foreclosure or deed in lieu of foreclosure; (3) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (4) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (5) a transfer of a single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (6) a sale of unimproved property.

As used herein the term "Purchaser" shall also mean "Lease, the term "Seller" shall also mean "Landlord"; and the terms "Sale" or "Contract of Sale" shall also mean "Lease".

You, as the seller of a single family residential property improved by four or fewer single family units, shall complete and deliver to the purchaser, on or before entering into a contract of sale by you and the purchaser, **EITHER:**

(A) A written residential property condition disclosure statement on a form provided by your Broker which discloses all defects or information of which you have actual knowledge in relation to the following:

- I. Water and sewer systems, including the source of household water, water treatment systems, and sprinkler system;
- II. Insulation;
- III. Structural systems, including the roof, walls, floors, foundation and any basement.
- IV. Plumbing, electrical, heating, and air-conditioning systems;
- V. Infestation of wood-destroying insects;
- VI. Land use matters;
- VII. Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills; and
- VIII. Any other material defects known to you; **OR**

(B) A written residential property disclaimer statement on a form provided by your Broker stating that:

- I. You make no representations or warranties as to the condition of the real property or any improvements on the real property; and
- II. The purchaser will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the contract of sale.

In the case of a land installment contract , an option to purchase agreement, and a lease agreement containing an option to purchase provision, the completed Disclosure or Disclaimer Statement must be delivered to the purchaser before the execution of the contract of sale by the purchaser.

At the time the completed Disclosure or Disclaimer Statement is delivered to the purchaser, the purchaser is required to date and sign a written acknowledgment of receipt, which shall be included in or attached to the contract of sale.

You are hereby notified that, in certain circumstances, the purchaser has the right to rescind the contract of sale between you and the purchaser is you fail to complete and deliver to the purchaser the written Property Condition Disclosure or Disclaimer Statement. A purchaser who receives the completed Disclosure or Disclaimer Statement on or before entering into the contract of sale does not have the right to rescind the contract of sale based upon the information contained in the Disclosure or Disclaimer Statement. However, a purchaser who does not receive the completed Disclosure or Disclaimer Statement on or before entering into the contract of sale has the unconditional right, upon written notice to you or your agents:

- I. To rescind the contract of sale at any time before the receipt of the completed Disclosure Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement; and
- II. To the immediate return of any deposits made on account of the contract.

The purchaser's right to rescind the contract of sale terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time loan application is made that the purchaser's right to rescind terminates on submission of the application.

Purchaser's right to rescind shall also terminate within five (5) days following Purchaser's receipt of a written disclosure from the lender with which Purchaser may have applied for mortgage loan if in the lender's disclosure state the Purchaser's right to rescind the contract of sale terminates at the end of the five (5) day period.

The purchaser's right may not be waived in the contract of sale any attempted waiver is void. However, the purchaser's right to terminate the contract is waived conclusively if not exercised before:

- I. Closing or occupancy by the purchaser, whichever occurs first, in the event of a sale; or
- II. Occupancy, in the event of a lease with option to purchase.

Information contained in a disclosure statement to the Purchaser as completed and delivered by the seller does not constitute a warranty by the seller, express or implied, as to the condition of the real property or improvements thereon of which the seller has no actual knowledge or other conditions of which the seller has no actual knowledge. Nor does this disclosure statement constitute a warranty by the seller, express or implied, that the real property or the improvements thereon are fit for any particular intended use or purpose. If you elect to complete and deliver the Property Condition Disclosure Statement, the information contained in the completed Property Condition Disclosure Statement is Seller's representation and not the representation of the real estate broker or salesperson, if any. Seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures. Seller is not liable for an error, inaccuracy, or omission in the Disclosure Statement is the error, inaccuracy, or omission was based upon information that was not within your actual knowledge or was provided to you by third parties.

The purchaser has the right to obtain professional advice about the property or obtain an inspection of the property.

The Disclosure Statement as completed and delivered to the purchaser is not a substitute for an inspection by an independent home inspection company and the purchaser may wish to obtain such an inspection.

We, the undersigned seller(s), acknowledge that we have read and have received a copy of this notice on the date indicated below and further acknowledge that the real estate licensee(s) have informed us of our rights and obligations as herein provided.

We, the undersigned seller(s) hereby elect(s) to **(Check and initial appropriate box)**:

- Complete a written Property Condition **Disclosure** Statement, on the Disclosure Statement form as provided and authorize the listing broker named above, and its agents to deliver the completed Disclosure Statement to any prospective purchaser of the above-referenced property or to the real estate salespersons and broker assisting or representing any such prospective purchaser.

\_\_\_\_\_  
 (Initials of Seller(s))

- Complete a written Property Condition **Disclaimer** Statement, on the Disclaimer Statement form as provided and authorize the listing broker named above, and its agents to deliver the completed Disclaimer Statement to any prospective purchaser of the above-referenced property or to the real estate salespersons and broker assisting or representing any such prospective purchaser.

\_\_\_\_\_  
 (Initials of Seller(s))

**THE RECEIPT OF A COPY OF THE ADDENDUM IS HEREBY ACKNOWLEDGED BY OWNERS.**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

**Mackintosh Inc. Realty** \_\_\_\_\_ Date \_\_\_\_\_  
 Name of Broker

\_\_\_\_\_  
 Broker or Authorized Representative of Broker

