

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

## SOLD "AS IS" ADDENDUM

ADDENDUM TO CONTRACT OF SALE, dated \_\_\_\_\_

By & between (Seller)

And (Buyer) \_\_\_\_\_

Concerning property known as \_\_\_\_\_

- The property is sold in "AS IS" and "WHERE IS" condition with such defects as may exist. Seller makes no warranty, expressed or implied, as to the condition of the Property or any appliance, equipment or system contained therein. The parties agree that the Seller shall not be liable for any warranties provided by statute or common law including, without limitation, any express or implied warranties that the Property is fit for a particular purpose or for habitation. **ALL PARAGRAPHS** in the Contract of Sale pertaining to the Property condition, termites, water potability, septic, or compliance with local city, state or county regulations as well as any and all lender requirements shall be the responsibility of the Buyer.
- Buyer has \_\_\_\_\_\_ days from Contract acceptance date to inspect or have the home inspected for information purposes only. If Buyer does not declare the Contract of Sale null and void in writing and delivered to Seller/Seller's agent within said time frame, this contingency is deemed waived and all terms and conditions remain in full force and effect.

Seller shall deliver the Property empty and broom clean.

## **GENERAL PROVISIONS**

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If this Contract of Sale is declared null and void, all parties agree to promptly execute and provide such documents as may be necessary for the return of all earnest money deposits, together with accrued interest (if applicable) and release of liability and any and all right, title and interest of Buyer in the Property shall be extinguished (including equitable title). The deposit shall be returned in accordance with the Deposit paragraph of the Contract of Sale.

If either Buyer or Seller refuses to execute a Release of Contract and a court finds that the refusing party should have executed same, that party shall be required to pay the reasonable expenses, including reasonable attorney's fees incurred by the prevailing party in that litigation.

## TIME IS OF THE ESSENCE WITH REGARD TO THIS ADDENDUM.

Seller	_Date	Buyer		_Date
Seller	_Date	Buyer		_Date
DATE OF ACCEPTANCE		TIME	_ BY	
EQUAL HOUSING OPPORTUNITY				RELO