

COVER SHEET  
AGREEMENT CONCERNING SPECIFIC PROPERTY CONDITIONS  
ADDENDUM TO PURCHASE AGREEMENT AND CONTRACT OF SALE

You will find two forms following this cover sheet, Form 100 and Form 101. The only difference between these two forms is that Form 100 includes up to 30 standard property conditions and Form 101 includes up to 85. By using either form in the recommended manner both the seller and buyer will practically eliminate the potential for serious difficulties between the seller and buyer following the buyer's inspections. This facilitates discussion and negotiation of these items up front, where they should be discussed.

The use of this either Form 100 or Form 101 is recommended but not required. These forms are not a substitute for the property disclosure required of the seller by the state in which the property is located.

Once you choose which form to use, the seller should review the form before a prospective buyer submits an offer. The seller may complete as much of this form as he likes in advance of receiving an offer, IF the seller wants to take a firm position with respect to the "disposition codes" he will enter in this form. Some or all items may be left for discussion with the buyer.

Buyers may use this form as a checklist when they want to make an offer on a home, to assist the buyer in thoroughly evaluating the home. This will help establish conditions to the offer, which in fairness to both the seller and the buyer ought to be discussed at that time. Both parties will have greater assurance that "a deal is a deal" when they use one of these forms.

**Agreement Concerning Specific Property Conditions  
Addendum To Purchase Agreement and Contract of Sale**

|                                    |  |
|------------------------------------|--|
| <b>Property Address:</b>           |  |
| <b>City, State &amp; Zip Code:</b> |  |
| <b>Seller's Name(s):</b>           |  |
| <b>Buyer's Name(s):</b>            |  |

These conditions and the disposition of each condition listed here form a part of the purchase agreement and the contract of sale negotiated by the parties. The parties agree this document shall be incorporated into their contract of sale and will form a part of that contract. This addendum does not modify the seller's legal responsibility to disclose property conditions in accordance with applicable state law.

The buyer and seller also agree to the following conditions:

1. **ITEMS NOT LISTED HERE:** Any item not specifically identified in the following list shall be subject to the rights, limitations and responsibilities contained in the purchase agreement and contract of sale signed by the parties.
2. **DEADLINE:** All buyer requests must be submitted no later than the deadline agreed to by the parties in the Purchase Agreement and Contract of Sale. Any requested extensions of the deadline must be agreed to in writing by the other party.
3. **INSPECTORS AND ACCESS:** Any and all inspections must be performed by an inspector qualified by training and experience with respect to each item (and currently licensed if a license is required by any law or regulation). Seller must provide buyer's inspectors with access to the premises. Buyer or buyer's inspectors must inform the seller or seller's agent of the desired date and time for access not less than 48 hours in advance.
4. **COPY OF REPORT(S):** Buyer's requests must be supported by a full copy of buyer's inspection report(s), not simply a summary of the inspection.
5. **DELIVERY OF REQUESTS AND REPORT(S):** If the seller is represented by an agent, then the buyer's requests must be submitted to the seller's agent. If the seller is selling by-owner, the buyer's repair requests must be submitted to the seller's attorney. If the seller is not represented by an attorney or an agent, the buyer's requests may be submitted to the seller.
6. **ADDITIONAL INSPECTIONS RECOMMENDED:** If an inspector recommends examination by someone more qualified than the inspector, it is the buyer's responsibility to obtain such further examination by a qualified inspector and submit a repair request supported by a written report of that inspector on or before the agreed deadline.
7. **CHANGES IN CONDITIONS:** This Addendum does not reflect any changes in property conditions which occur after the date signed by the parties.
8. **SMOKE AND CARBON MONOXIDE DETECTORS:** All smoke, carbon monoxide detectors required by law must be installed and functioning at Seller's expense prior to closing regardless of any other conditions of this contract.
9. **APPLICABLE CODES:** No item shall be considered defective merely because it does not comply with present building code requirements, provided the item did comply with the applicable code at the time the item was installed or built.

The following disposition codes must be inserted next to each item listed in this addendum and shall take precedence over any inconsistent language in the purchase agreement and contract for sale.

| Disposition Code | Meaning of Code   |
|------------------|---|
| A                | Item is subject to inspection. All contractual rights and responsibilities regarding inspections shall apply.   |
| B                | Item may or may not be in satisfactory condition. Buyer accepts "as-is."  |
| C                | This item is NOT in ideal condition. Seller WILL repair at seller's expense. Seller will deliver paid receipts for all required labor and materials at time of closing. |
| D                | This item is NOT in ideal condition. Seller will NOT repair. Buyer accepts "as-is."   |
| E                | This item is NOT in ideal condition. Seller will NOT repair. If Buyer is not satisfied with inspection results, buyer may void contract with a full refund of deposits. |
| F                | Not applicable - item does not exist.   |

| Item# | Item Descriptions                                       | Disposition Code |
|-------|---|------------------|
| 1     | Basement walls and floors                               |                  |
| 2     | Driveway, sidewalk and patio                            |                  |
| 3     | Roof  |                  |
| 4     | Exterior masonry walls of home (includes tuck-pointing) |                  |
| 5     | Fireplace doors   |                  |
| 6     | Fireplace gas log or log starter                        |                  |
| 7     | Exterior heating or air conditioning unit pads          |                  |
| 8     | Garage door opener(s) & automatic reversing systems     |                  |
| 9     | Garage vehicle doors                                    |                  |
| 10    | Septic system   |                  |
| 11    | Water well  |                  |
| 12    | Window and door glass                                   |                  |
| 13    | Window and door thermal pane seals                      |                  |
| 14    | Clothes Washer  |                  |
| 15    | Clothes Dryer   |                  |
| 16    | Refrigerator  |                  |
| 17    | Microwave oven  |                  |

Form 100

| Item# | Item Descriptions  | Disposition Code |
|-------|--|------------------|
| 18    | Other oven   |                  |
| 19    | Dishwasher   |                  |
| 20    | Garbage disposal   |                  |
| 21    | Interior room doors and closet doors (includes hinges and knobs) |                  |
| 22    | Faucets and plumbing fixtures                                    |                  |
| 23    | Toilets  |                  |
| 24    | Electrical GFCI outlets  |                  |
| 25    | Electrical breaker panel/fuse box for home                       |                  |
| 26    | Other:   |                  |
| 27    | Other:   |                  |
| 28    | Other:   |                  |
| 29    | Other:   |                  |
| 30    | Other:   |                  |

|                          |              |
|--------------------------|--------------|
| <b>Seller signature:</b> | <b>Date:</b> |
| <b>Seller signature:</b> | <b>Date:</b> |
| <b>Buyer signature:</b>  | <b>Date:</b> |
| <b>Buyer: signature:</b> | <b>Date:</b> |

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|------------------|--|
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| B                | Item may or may not be in satisfactory condition. Buyer accepts "as-is."   |
| C                | This item is NOT in ideal condition. Seller WILL repair at seller's expense. Seller will deliver paid receipts for all required labor and materials at time of closing.    |
| D                | This item is NOT in ideal condition. Seller will NOT repair. Buyer accepts "as-is."  |
| E                | This item is NOT in ideal condition. Seller will NOT repair.<br>If Buyer is not satisfied with inspection results, buyer may void contract with a full refund of deposits. |
| F                | Not applicable - item does not exist.  |

| Item# | Item Descriptions                                       | Disposition Code |
|-------|---|------------------|
| 1     | Basement walls and foundation                           |                  |
| 2     | Basement floor  |                  |
| 3     | Basement floor drains                                   |                  |
| 4     | Driveway  |                  |
| 5     | Sidewalks   |                  |
| 6     | Patio concrete and patio masonry                        |                  |
| 7     | Garage floor  |                  |
| 8     | Floor drains in garages                                 |                  |
| 9     | Window wells  |                  |
| 10    | Roof  |                  |
| 11    | Exterior masonry walls of home (includes tuck-pointing) |                  |
| 12    | Septic system   |                  |
| 13    | Water well  |                  |
| 14    | Slope of land with respect to home and/or garage        |                  |
| 15    | Gutters   |                  |
| 16    | Downspouts  |                  |

| Item# | Item Descriptions   | Disposition Code |
|-------|---|------------------|
| 17    | Downspout extensions  |                  |
| 18    | Chimney exterior (includes tuck-pointing)                   |                  |
| 19    | Fireplace doors   |                  |
| 20    | Fireplace masonry   |                  |
| 21    | Fireplace units   |                  |
| 22    | Wood-burning stoves   |                  |
| 23    | Exterior grills/stoves which remain with the home           |                  |
| 24    | Exterior heating or air conditioning unit pads              |                  |
| 25    | Exterior garage access doors other than vehicle entry doors |                  |
| 26    | Garage - vehicle entry doors                                |                  |
| 27    | Garage door opener(s)                                       |                  |
| 28    | Garage door opener automatic reversing systems              |                  |
| 29    | Outside deck  |                  |
| 30    | Front entry door  |                  |
| 31    | Side entry door   |                  |
| 32    | Back entry door   |                  |
| 33    | Exterior sliding doors                                      |                  |
| 34    | Cracked window and door glass                               |                  |
| 35    | Window and door glass thermal pane seals                    |                  |
| 36    | Furnace/heating unit  |                  |
| 37    | Ventilation system to include whole-house fans              |                  |
| 38    | Bathroom exhaust fans                                       |                  |
| 39    | Air conditioning system                                     |                  |
| 40    | De-humidifier system  |                  |
| 41    | Humidifier system   |                  |
| 42    | Water heater  |                  |
| 43    | Sump pump(s)  |                  |
| 44    | Clothes washer  |                  |
| 45    | Clothes dryer   |                  |

## Form 101

| Item# | Item Descriptions   | Disposition Code |
|-------|---|------------------|
| 46    | Freezer   |                  |
| 47    | Refrigerator  |                  |
| 48    | Microwave oven  |                  |
| 49    | Primary oven  |                  |
| 50    | Secondary oven if any   |                  |
| 51    | Dishwasher  |                  |
| 52    | Garbage disposal  |                  |
| 53    | Trash compactor   |                  |
| 54    | Built in sound system   |                  |
| 55    | Interior room doors and closet doors (includes hinges and knobs)            |                  |
| 56    | Kitchen cabinet doors and drawers   |                  |
| 57    | Other built-in cabinet doors and drawers                                    |                  |
| 58    | Plumbing fixtures in sinks, showers and bathtubs (faucets, handles, drains) |                  |
| 59    | Toilets   |                  |
| 60    | Shower & bathtub doors  |                  |
| 61    | Shower stalls and bathtubs  |                  |
| 62    | Electrical GFCI outlets   |                  |
| 63    | Main electrical panel for home  |                  |
| 64    | Secondary electrical panels   |                  |
| 65    | Electrical wiring   |                  |
| 66    | Light fixtures which remain with the home                                   |                  |
| 67    | Ceiling fans  |                  |
| 68    | Carpeting   |                  |
| 69    | Ceramic floors  |                  |
| 70    | Wood floors   |                  |
| 71    | Linoleum or vinyl or similar floors   |                  |
| 72    | Radon gas if any is now known or later found to exist in this home          |                  |
| 73    | Mold if any is now known or is discovered through buyer's inspections       |                  |
| 74    | Asbestos if any is now known or is discovered through buyer's inspections   |                  |

Form 101

| Item# | Item Descriptions   | Disposition Code |
|-------|---|------------------|
| 75    | Wood-destroying insects if known to exist or discovered through inspections |                  |
| 76    | Other:  |                  |
| 77    | Other:  |                  |
| 78    | Other:  |                  |
| 79    | Other:  |                  |
| 80    | Other:  |                  |
| 81    | Other:  |                  |
| 82    | Other:  |                  |
| 83    | Other:  |                  |
| 84    | Other:  |                  |
| 85    | Other:  |                  |

|                          |              |
|--------------------------|--------------|
| <b>Seller signature:</b> | <b>Date:</b> |
| <b>Seller signature:</b> | <b>Date:</b> |
| <b>Buyer signature:</b>  | <b>Date:</b> |
| <b>Buyer: signature:</b> | <b>Date:</b> |