



**VIRGINIA REALTORS®
HOME INSPECTION CONTINGENCY ADDENDUM**



This Addendum is made on _____ to a Sales Contract ("Contract") dated _____ between _____ ("Purchaser") and _____ ("Seller") for the purchase and sale of Property: _____

Check appropriate paragraph. If no paragraph is checked, Paragraph 2 will apply.

1. INFORMATION ONLY HOME INSPECTION

Contract is contingent on an informational purposes only home inspection. The parties acknowledge that the Property is sold in "AS IS" condition as determined as of the date of this Contract and Purchaser agrees to accept the Property at settlement in such condition. Seller makes no representation or warranty, express or implied, as to the condition of the Property, or any system, equipment or appliance therein. All clauses regarding any repairs to the Property by Seller or any representations or warranties relating to the physical condition of the Property by Seller (including without limitation, paragraphs 14, 16, 17, and 24) are hereby deleted from the Contract and of no legal effect. Seller shall have no obligation to make repairs to the Property or any system, equipment or appliance therein, except to conform the Property to the condition as of the date of this Contract. If, at or prior to settlement, Seller refuses to repair any damage to the Property occurring after the date of this Contract, then Purchaser shall have the right to terminate this Contract by written notice to Seller and receive a refund of the Deposit, or waive the damage and proceed to settlement with no adjustment to the Purchase Price.

2. HOME INSPECTION

A. Inspection Period

Contract is contingent ("Home Inspection Contingency") until _____ Days after Date of Ratification ("Home Inspection Deadline") upon inspection(s) of Property by professional, insured, licensed (if required in Virginia) inspector(s) ("Inspection") at Purchaser's discretion and expense. Such Inspection of the Property as Purchaser shall consider appropriate, may include, but is not limited to, geotechnical inspections, inspections of the structure, foundations, roof, flooring, HVAC systems, electrical system, plumbing system, appliances, exterior insulation finishing systems, drainage, windows, well and septic systems, lead-based paint, and radon. If Purchaser's Inspection reveals the need for further inspections as certified by an engineer, contractor, or home inspector, licensed and insured in Virginia, Purchaser shall so notify Seller prior to the Home Inspection Deadline and the Home Inspection Deadline shall be extended for no more than five (5) days to conduct such additional inspections at Purchaser's expense.

Pursuant to the terms of Contract, Seller shall have all utilities in service

If the results of such Inspection(s) are unsatisfactory to Purchaser, in Purchaser's sole discretion, Purchaser shall provide Seller, prior to Home Inspection Deadline:

- 1) An entire copy of the report(s) and a written addendum listing the specific existing deficiencies (as defined below) of Property that Purchaser requests Seller to remedy together with Purchaser's proposed remedies ("Home Inspection Removal of Contingency Addendum," herein referred to as "Removal Addendum") **OR**
- 2) Written evidence that such Inspection was performed and notice terminating Contract. Upon request by Seller, Buyer shall provide an entire copy of the inspection report to Seller.

The term "deficiencies" shall apply to those items that could affect the decision of a reasonable person to purchase the Property, and shall not include cosmetic items, matters of preference, or grandfathered systems or features that are properly functioning but would not comply with current building codes if constructed or installed today. If a system is near, at, or beyond its projected life and properly functioning, such system will not be deemed a deficiency as defined herein.

If Purchaser fails to obtain an Inspection, fails to provide a copy of the report(s) to Seller, or fails to provide a Removal Addendum **OR** notice terminating Contract with proper written evidence prior to

Home Inspection Deadline, this Contingency will expire and Contract will remain in full force and effect with no Home Inspection Contingency.

B. Negotiation Period

In the event of (A.1.) above, the parties shall have _____ Days after Purchaser's delivery of Removal Addendum ("Negotiation Period") to negotiate a mutually acceptable Removal Addendum addressing the deficiencies.

At any time during the Negotiation Period, Purchaser or Seller may make, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Purchaser and Seller may agree on terms by signing Removal Addendum describing agreed upon deficiencies and remedies within Negotiation Period.

C. Purchaser's Election

If, at the end of Negotiation Period, the parties are unable to reach an agreement, Purchaser shall have the option to terminate Contract by delivering notice to Seller _____ Days following the end of Negotiation Period, otherwise Home Inspection Contingency shall be removed and Contract will remain in full force and effect.

3. INDEMNIFICATION; REPAIR OBLIGATION

Purchaser agrees to indemnify and hold Seller, Listing Firm and Selling Firm harmless from and against any and all claims, liability, loss, actions and suits resulting from the performance of the inspections, and agrees to repair any damage caused as a result of the actions of Purchaser or its contractors on the Property in connection with this Addendum.

4. Additional Terms: _____

SELLER:

PURCHASER:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

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