

"AS IS" RIDER TO CONTRACT FOR SALE AND PURCHASE

This "As Is" Rider ("Rider") shall amend, modify and be a part of that certain Contract For Sale and Purchase ("Contract") by and between \_\_\_\_\_, as Seller and \_\_\_\_\_, as Buyer dated \_\_\_\_\_; to which this Rider is attached.

Buyer and Seller agree as follows:

1. Seller's Warranties and Representations; Obligation With Respect to Residential Real Property; Limitations.

A. Clauses D and N of the Contract are hereby deleted.

B. Seller acknowledges that the use of this Rider does not relieve Seller of Seller's responsibility to disclose latent defects materially affecting the value or desirability of residential real property. Except as set forth below and in Standard W of the Contract, Seller makes no warranty of any type, either express or implied, as to the physical condition of the Property (including, but not limited to, the roof and other structural components and improvements, and the items of Personal Property). Seller has received no notice from any governmental agency as to a currently uncorrected building or safety code violation. Buyer expressly waives any claims against Seller or Seller's agent, including the broker, for any unknown defects or other damage which may exist or be discovered by Buyer.

2. Determination and Inspection Period.

Buyer shall have \_\_\_\_\_ days ("Inspection Period") from the Effective Date in which to have such inspections of the Property performed as Buyer shall desire.

A. Buyer shall be responsible for repair of damage or restoration of the Property required as a result of any inspections.

B. If Buyer determines, in Buyer's sole discretion, that the condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election to Seller within the Inspection Period. The deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract.

3. Maintenance.

Seller shall maintain the Property, including, but not limited to, the lawn, shrubbery and pool, if any, in the condition existing as of the Effective Date, ordinary wear and tear excepted. Buyer shall be permitted access to the Property prior to the closing for a walk-through to ensure that all items of Personal Property are on the Property; all required repairs and replacements, if any, have been made and the Property, including, but not limited to, the lawn, shrubbery and pool, if any, has been maintained in the condition existing as of either the Effective Date, date of inspection, or date of repair, whichever may be applicable.

\_\_\_\_\_  
\_\_\_\_\_  
("Buyer") ("Seller")

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_