

## ADDITIONAL PROVISIONS ADDENDUM

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

**NOTE:** All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract – Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

1. \_\_\_\_\_ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to \_\_\_\_\_, on or before \_\_\_\_\_ ☐ AM ☐ PM, on \_\_\_\_\_, or until withdrawn by Buyer, whichever occurs first.
2. \_\_\_\_\_ **(To be used with Alternative 1 only) SEPTIC SYSTEM:** This Contract is contingent upon ☐ Buyer ☐ Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☐ conventional or ☐ other \_\_\_\_\_ ground absorption sewage system for a \_\_\_\_\_ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than \_\_\_\_\_, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by \_\_\_\_\_ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.
3. \_\_\_\_\_ **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before \_\_\_\_\_, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. **NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.**
4. \_\_\_\_\_ **AGREED-UPON REPAIRS AND/OR IMPROVEMENTS:** Seller agrees, prior to Closing and at Seller's expense, to complete the following items:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer shall have the right to verify that the above items have been completed in a good and workmanlike manner. Buyer and Seller agree that their agreement with respect to the above items shall not affect or modify any of their other respective rights and obligations under paragraph 16 of the Contract. The estimated cost of completing the above items shall not be included in the cost of repairs under the Cost of Repair Contingency in Alternative 1.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE OFFER TO PURCHASE AND CONTRACT—VACANT LOT/LAND, THIS ADDENDUM SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer: \_\_\_\_\_ (SEAL) Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ (SEAL) Date: \_\_\_\_\_

Seller: \_\_\_\_\_ (SEAL) Date: \_\_\_\_\_

Seller: \_\_\_\_\_ (SEAL) Date: \_\_\_\_\_

