



RIDER 19 "AS IS" ADDENDUM



This "As Is" Addendum Rider ("**Rider**") is made a part of and incorporated into the certain real estate contract between _____ ("**Buyer**") and _____ ("**Seller**") on _____, 20____ ("**Contract**") for the purchase and sale of the real estate commonly known as: _____ ("**Property**").
(address) (unit #) (city) (state) (zip)

I. Except as modified by this Rider, all of the terms and conditions contained in the Contract remain in full force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not defined in this Rider shall have the meanings given to them in the Contract.

II. Seller and Buyer acknowledge and agree that the Property is being sold to Buyer in its existing, "as is" condition ("As Is"), and Seller shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects on the Property or to any improvements thereon, including but not limited to the material, workmanship or mechanical components of the structures, foundations, roof, heating, plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or damage by the presence of pests, mold or other organisms. Seller makes no representation or warranty to Buyer, either express or implied, as to the (1) condition of the Property, (2) the zoning of the Property, or (3) the suitability of the Property for Buyer's intended use or purpose or for any other use or purpose. However, Seller represents and warrants that Seller shall maintain and repair the Property so that the Property, including all personal property located thereon that is included in the sale pursuant to the Contract, will be in substantially the same condition on the Closing Date as on the Effective Date of the Contract. Furthermore, Seller (~~strike one~~) **does / does not** agree to remove all debris and personal property not included in the sale from the Property prior to the Closing Date.

III. Buyer is advised to conduct independent inspections and investigations of the Property within the Inspection Period specified in the Contract. If Buyer's inspections uncover any defects in the Property, (i) Buyer shall be entitled to terminate the Contract prior to the expiration of the Inspection Period as provided in the Contract, and (ii) Seller shall have no obligation whatsoever to correct such defects or repair the Property as a result of such inspections.

IV. Seller acknowledges and agrees that selling the Property "As Is" does not relieve Seller from applicable legal obligations to disclose any and all known material latent defects in the Property and the improvements thereon, if any, to Buyer.

V. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel regarding the risks of buying Property in its "As Is" condition; (b) neither Buyer's nor Seller's respective brokers are qualified, or licensed, to conduct due diligence or inspections with respect to the Property or the surrounding area; and (c) Buyer expressly releases and hold harmless brokers from and against any liability for any defects or conditions in the Property and the improvements thereon, if any, that could have been discovered by an investigation or inspection.

Buyer's Signature Date

Seller's Signature Date

Buyer's Signature Date

Seller's Signature Date