

ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated _____, made by _____
2 _____ (Buyer), with respect to the Property at _____
3 _____.

4 **INCLUSION OF OPTIONAL PROVISIONS:** Terms of this Offer that are preceded by an OPEN BOX () are part
5 of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.
6 **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place
7 selected by Buyer) (_____) **STRIKE AND**

8 **COMPLETE AS APPLICABLE** .

9 **CAUTION: Buyer must include contingencies in this Offer for tests or inspections Buyer wishes to conduct.**
10 **Testing or inspection without a contingency is prohibited. Specific addenda are available for testing or**
11 **evaluation of Lead-Based Paint, Wetlands and Lead/Arsenic Pesticides.**

12 **CONTRACTORS FOR INSPECTIONS, TESTS AND OPINIONS:** Real estate licensees in this transaction may furnish
13 a list of qualified, independent inspectors and testers. Unless provided in writing, no representation has been made as to
14 the competency of these inspectors/testers. The Party responsible for obtaining an inspection or test shall be solely
15 responsible for determining the qualifications of the inspector or tester. If a licensee orders any inspection or test on
16 behalf of a Party in this transaction, the Parties agree to hold the licensee and the licensee's Firm harmless for any
17 damages or liability resulting from the inspection or test, other than that caused by the licensee's negligence or
18 intentional wrongdoing. Buyer may receive copies of inspection, testing, appraisal or other reports prepared for others.
19 Buyer should carefully review the reports to determine the purpose and age of the report and the standards applied by
20 the person issuing the report.

21 **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**
22 ("Buyer obtaining" if neither is stricken) a current written report from a qualified independent third party documenting the
23 results of testing conducted pursuant to applicable government or industry protocols and standards for the following
24 substances or compounds: _____
25 [indicate substances or compounds to be tested, e.g., asbestos (see <http://www2.epa.gov/asbestos/protect-your-family>),
26 etc.] no later than _____ days (after acceptance) (prior to closing) **STRIKE ONE** ("after acceptance" if neither is stricken),
27 at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense. Specify any protocols, testing contractors,
28 labs, standards/levels constituting a Defect, financial limits, acceptable repair methodology, etc.: _____
29 _____.

30 This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left blank) after the deadline for
31 receipt or delivery of the testing report(s), delivers to Seller a written copy of the test results and written notice identifying
32 the test results or Defects to which Buyer objects (Notice of Defects).

33 **NOTE: "Defect" as defined in this Offer means a condition that would have a significant adverse effect on the**
34 **value of the Property; that would significantly impair the health or safety of future occupants of the Property;**
35 **or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal**
36 **life of the premises.**

37 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
38 If Seller has the right to cure, Seller may satisfy this contingency by:
39 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
40 stating Seller's election to cure Defects;
41 (2) curing the Defects in a good and workmanlike manner; and
42 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

43 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s)
44 and:

- 45 (1) Seller does not have the right to cure; or
- 46 (2) Seller has the right to cure but:
 - 47 (a) Seller delivers written notice that Seller will not cure; or
 - 48 (b) Seller does not timely deliver the written notice of election to cure.

49 **HAZARDOUS SUBSTANCES:** The parties are aware that news media and other public information sources indicate
50 that asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic
51 substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Past
52 flooding, water intrusion, leaking or excessive dampness may result in mold growth that may present health risks. Seller
53 represents that, to the best of Seller's knowledge, the Property does not contain asbestos, lead-based paint, excessive
54 moisture or water intrusions, abnormal or unsafe concentrations of mold, radon gas, lead, radium or other toxic or
55 harmful substances or chemicals, and that there has been no past flooding, water intrusion, leaking or excessive
56 moisture in the Property, unless otherwise disclosed in writing.

57 **BUYER RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges it is Buyer's
 58 responsibility to confirm the Property is in a condition Buyer finds acceptable. Buyer has conducted such tests,
 59 inspections, evaluations and independent inquiries as Buyer deems necessary. Buyer has relied upon Buyer's
 60 independent inspection and tests; the statements, disclosures and representations contained in this Offer; Seller's
 61 property condition report (if any); and any other written statements provided to Buyer. Buyer acknowledges that neither
 62 Seller nor any real estate licensees have made any representations concerning the Property or the transaction other
 63 than those provided in writing.

64 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**
 65 ("Seller providing" if neither is stricken) a map of the Property dated subsequent to the date of acceptance of this Offer
 66 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)
 67 **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show a minimum of _____ acres, a
 68 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 69 encroachments upon the Property, the location of improvements, if any, and: _____

70 _____
 71 **STRIKE AND COMPLETE AS APPLICABLE**. Additional map features
 72 that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and
 73 apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

74 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time**
 75 **required to obtain the map when setting the deadline.**

76 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map,
 77 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2)
 78 information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this
 79 contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has
 80 passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate
 81 this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from
 82 Seller.

83 **BUYER'S FINANCING PRE-APPROVAL:** Within _____ days ("5" if left blank) after acceptance of this Offer, Buyer
 84 shall deliver to Seller a written verification from a financial institution that Buyer has been pre-approved for financing. If
 85 Buyer does not make timely delivery of said pre-approval, Seller may terminate this Offer if Seller delivers a written
 86 notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written financing pre-approval, but in
 87 no event later than 15 days after acceptance.

88 **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining an FHA or Federal VA loan, it
 89 is also contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer
 90 the right to terminate the Offer if the Property fails to appraise for the purchase price.

91 **FEDERAL VA MORTGAGE:** (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the entire
 92 funding fee not to exceed _____ % ("0" if left blank) of the mortgage amount. Buyer agrees to pay all other costs of
 93 securing financing.

94 **ASSOCIATION FEE:** Buyer acknowledges Buyer is responsible to pay the association fee of \$ _____ per
 95 _____.

96 **SELLER'S CONTRIBUTION:** Seller shall give Buyer a credit at closing in the amount of \$ _____ to
 97 assist Buyer in purchasing the Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other
 98 fees allowed by Buyer's lender. Any funds not approved by Buyer's lender/underwriter prior to closing shall be credited
 99 back to Seller at closing.

100 **HOME WARRANTY PLAN:** Buyer has been informed of the availability of a limited home warranty plan. A limited
 101 home warranty plan for a term of one year shall be included, effective on the date of closing, provided the Property
 102 qualifies for the plan. The cost of the home warranty shall not exceed \$ _____ and will be paid by (Seller)
 103 (Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by and provided by the
 104 (listing) (cooperating) **STRIKE ONE** ("listing" if neither is stricken) firm. Buyer is advised that a home inspection may
 105 detect pre-existing conditions which may not be covered under the warranty.

106 **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to the
 107 Property upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties are
 108 advised to contact their insurance agents with questions regarding insurability and costs.

109 **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer acknowledges that it is recommended that Buyer seek
 110 professional assistance in interpreting any flood plain, wetlands and shoreland maps.

111 **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the
 112 purchase of the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/>) provides for the
 113 availability of flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to
 114 federal law may result in flood insurance premiums substantially higher than premiums paid by Seller. Buyer should
 115 consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and
 116 whether Buyer may assume Seller's policy.

117 **FLOOD INSURANCE PREMIUMS CONTINGENCY:** This Offer is contingent upon Buyer obtaining, an insurance
 118 binder, certificate of insurance or other insurance company documentation or correspondence showing that Buyer's

119 annual premium for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ _____ .
 120 This contingency shall be deemed satisfied unless Buyer, no later than _____ days (after acceptance) (prior to closing)
 121 **STRIKE ONE** ("after acceptance" if neither is stricken), delivers to Seller written notice indicating that this contingency
 122 has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not
 123 satisfied, Buyer may terminate this Offer by delivering written notice of termination to Seller.

124 **■ ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:**
 125 Municipal zoning and building restrictions affect use of the Property, and comprehensive plans may affect future use or
 126 value of the Property by influencing future development in the municipality. Buyer is informed that some buildings are
 127 considered legal non-conforming structures because they no longer conform to current zoning standards due to
 128 changes to zoning standards and ordinances enacted after the building was constructed. Buyer's ability to remodel,
 129 repair, replace or enlarge an existing non-conforming structure may be regulated by the municipality. Buyer agrees to
 130 contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if
 131 these issues are material to Buyer's decision to purchase.

132 **■ MUNICIPAL REPORT/CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real
 133 estate taxes, current or planned special assessments and any unpaid municipal charges affecting the Property, if such a
 134 statement is available from the municipality. A Certificate of Code Compliance, Occupancy Permit or similar government
 135 approvals/documentation also may be required under local code. All applicable statements shall be provided by Seller at
 136 or before closing at Seller's expense, unless otherwise provided in writing.

137 **■ MUNICIPALITY DISCREPANCY:** Buyer acknowledges that while the Property mailing address may be within one
 138 municipality, the Property may be physically located in an adjoining municipality that will determine the applicable
 139 property taxes and school district.

140 **■ NUMBER OF DAYS:** The default number of days is 20 if nothing is entered on blank lines requiring entry of a number
 141 of days and there is no specific default stated in the provision.

142 **■ CONTACT INFORMATION FOR CLOSING DISCLOSURE:** To facilitate lender preparation of the Closing Disclosure,
 143 please provide the following real estate firm and agent contact information that is required on that form:

CONTACT INFORMATION	Real Estate Firm for Buyer	Real Estate Firm for Seller
Name of Firm		
Firm Address		
Firm's License No.		
Contact/Name of Agent		
Agent's License No.		
Email Address		
Telephone Number		

145 **■ ADDITIONAL PROVISIONS:** _____
 146 _____
 147 _____
 148 _____
 149 _____
 150 _____

151
 152 **■ READING/UNDERSTANDING:** By initialing and dating this Addendum, each Party acknowledges they have received
 153 and carefully read all pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this
 154 Addendum.

155 (X) _____ (Date) ▲ (X) _____ (Date) ▲
 156 (Buyer(s)' Initials) ▲ (Seller(s)' Initials) ▲