

#### VIRGINIA ASSOCIATION OF REALTORS®



## HOME INSPECTION ADDENDUM TO RESIDENTIAL CONTRACT OF PURCHASE

THIS HOME INSPECTION ADDENDUM is attached to and made a part of that contract	of purchase (the
"Contract") dated the day of, 200, by and between	
	("Sellers") and
	"Purchasers") for the
sale of that certain real property with all improvements thereon located in the County or City of described in the Contract as	, Virginia,
(the "Property") an	nd provides as follows:
This Contract and Purchaser's obligations hereunder are expressly contingent upon P satisfactory inspection of the Property in accordance with the provisions of this Addendum.	Purchaser's obtaining a
1. <u>Inspection</u> . Purchaser shall have a period of days (the "Inspection and Report Period") after is fully ratified to conduct, through licensed engineers or contractors or qualified home inspectors, and expense, such inspections of the Property as Purchaser shall consider appropriate, including geotechnical inspections, inspections of the structure, foundations, roof, flooring, HVAC system plumbing system, appliances, exterior insulation finishing systems, drainage, windows, well and see based paint and radon. If Purchaser's inspections reveal the need for further inspections as certified contractor or qualified home inspector, Purchaser shall so notify Seller and Purchaser shall have a exceed five (5) days after the end of the Inspection and Report Period to conduct such additional inseexpense.	at Purchaser's sole cost ing, without limitation, ems, electrical system, eptic systems, and lead- by a licensed engineer, a reasonable time not to

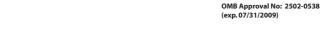
- 2. **Report**. If Purchaser's inspections reveal material defects Purchaser wishes Seller to remedy, Purchaser shall report to Seller such defects and the cost to repair such defects (where such costs are available from the party conducting such inspections) before the end of the Inspection and Report Period (as extended if appropriate). Purchaser shall use the attached Agreed Repairs Addendum for such purpose, and shall furnish Seller copies of those portions of the inspection report(s) detailing such defects. As used in this paragraph, the term "material defects" 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.
- 3. Response and Negotiation. Seller shall have five (5) days after receipt of such request to respond to Purchaser's request in writing on the Agreed Repairs Addendum, setting forth those repairs Seller agrees to make. If Seller agrees to make all requested repairs, the Agreed Repairs Addendum shall become effective, and this contingency shall be deemed satisfied. If Seller does not agree to make all requested repairs, the parties shall have a period of five (5) days after Seller's delivery to Purchaser of Seller's response to negotiate the repairs Seller will make (the "Negotiation Period"). At any time during the Negotiation Period Purchaser shall have the right to accept in writing Seller's currently offered repairs and proceed to settlement. At any time prior to the end of the Negotiation Period, Seller shall have the right to agree in writing to make the repairs then requested by Purchaser and proceed to settlement.
- 4. <u>Decision</u>. If at the end of the Negotiation Period the parties are not in agreement as to the repairs to be made, Purchaser shall have the right and obligation either (i) to terminate this Contract, or (ii) to accept Seller's last offered repairs and proceed to settlement, in which case the parties will complete the Agreed Repairs Addendum accordingly. Purchaser shall have until 5:00 p.m. local time on the second day after the end of the Negotiation Period to make its decision and give Seller written notice thereof. If Purchaser fails to make its election or to notify Seller thereof by the deadline set out in this paragraph, Purchaser will be deemed conclusively to have accepted Seller's last offered repairs, and shall proceed to settlement accordingly.

- 5. <u>Time Determinations</u>. As used herein, time periods shall begin to run on the day after the date of delivery of a report, notice or response, and end at 5:00 p.m. on the stated day thereafter, so that, for example, the first day of the Negotiation Period ends at 5:00 p.m. the day after Seller responds to Purchaser's request, and the Negotiation Period ends at 5:00 p.m. on the fifth day after Seller responds to Purchaser's request. All times are local time in Virginia. Notices are deemed given and deliveries made when received.
- 6. <u>Time of the Essence</u>. Time shall be of the essence of all provisions of this Addendum.
- 7. <u>Indemnification</u>: 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.

	8. Additional Te	rms.				
/ (SEAL) / (SEAL)  DATE DATE PURCHASER  (SEAL) / (SEAL) / (SEAL)						
/ (SEAL) / (SEAL)  DATE SELLER DATE PURCHASER  (SEAL) / (SEAL)						
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/ (SEAL) / (SEAL)  DATE SELLER DATE PURCHASER  (SEAL) / (SEAL)	WITNESS the fol	lowing signatures and seals.				
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DATE SELLER DATE PURCHASER  / (SEAL) / (SEAL)	/		(CEAL)	1		(SEAL)
	DATE	SELLER	_(SEAL)	DATE	PURCHASER	(SEAL)
	//	SELLER	_(SEAL)	////	PURCHASER	(SEAL)

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U.S. Department of Housing and Urban Development Federal Housing Administration (FHA)





# For Your Protection: **Get a Home Inspection**

#### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

#### **Appraisals are Different from Home Inspections**

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

#### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

#### **Radon Gas Testing**

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### **Be an Informed Buyer**

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.









