

6. **TERMITE/WOOD-DESTROYING/PEST INFESTATION:** BUYER may have the improvements inspected at _____'s expense, on or before N/A (date), which inspection will be ordered by _____, (BUYER/SELLER), and performed by a licensed exterminator to determine whether there is any evidence of active infestation. Should evidence of active infestation or existing damage be found, _____ shall notify _____ by _____ (date), which notification shall contain an estimate of the costs of any treatment and/or repairs required to remedy such infestation and/or damage, which costs shall be paid by SELLER. BUYER may request the use of a particular chemical application, and BUYER shall pay any additional costs for such application. In the event SELLER deems the costs of remedying infestation and/or damage to be excessive, BUYER shall have the right to cancel this Contract and have BUYER'S earnest money refunded, or BUYER may elect to Close without having such infestation and/or damage remedied.

7. **INSPECTIONS:** BUYER or BUYER'S representative, at BUYER'S expense, may conduct any or all of the inspections(s) listed below by the specified dates ("Inspection Periods"). SELLER shall afford BUYER reasonable access to the Property to conduct the inspection(s), re-inspection(s) or inspection of any repair(s) completed by SELLER. BUYER authorizes BUYER'S inspector(s) to provide SELLER with a copy of any written inspection report(s) obtained by BUYER. BUYER shall be responsible and pay for any damage to the Property resulting from the inspection(s).

a. BUYER shall have the right, on or before _____ (date) to have the Property inspected, including, without limitation, the following: (1) mechanical equipment and electrical system, heating system and central air conditioning system; (2) structural aspects of the Property, including without limitation, the following: foundation, slab, roof, fireplace, chimney, siding, windows, doors, ceiling, floors, the exterior, the interior, any wall, fence, deck, sidewalk or driveway; (3) environmental or health hazards affecting the Property, including, without limitation, the following: radon gas, asbestos, lead paint, or any other environmental or health hazard. Said inspections shall be scheduled at any reasonable time convenient to SELLER.

b. **FAILURE TO INSPECT:** If BUYER fails to conduct an inspection or fails to deliver a written notice requesting correction of unacceptable conditions to the SELLER and listing agent prior to the expiration of the Inspection Period, BUYER shall have waived any right to cancel or right to repairs due to unacceptable conditions which might reasonably have been discovered by an inspection.

c. **REPAIRS:** BUYER shall notify SELLER or the listing agent, in writing, that such inspection(s) require(s) SELLER'S correction of deficiency or deficiencies in the Property. Such notice shall describe any deficiencies in reasonable detail. If BUYER should fail to do so notify SELLER within five (5) days, following the date provided for in paragraph 7a., of any deficiencies in the Property, BUYER shall be deemed to have accepted the Property and to have waived any claims against SELLER resulting from the condition of the Property, except that SELLER shall warrant that all major appliances, plumbing, electrical installations, septic systems, heating and air conditioning will be in working condition on the Closing Date, except as noted in 7e. In the event BUYER should notify SELLER that deficiencies must be corrected, SELLER agrees to notify BUYER and selling agent within five (5) days following notice of deficiencies with an itemized list of the deficiencies that will be corrected. BUYER shall pay the first N/A of the total costs of correction, and any costs required above such amount shall be paid by SELLER. If SELLER refuses to pay such excess costs, BUYER may cancel this Contract and all earnest money shall be returned to BUYER, or BUYER may close this Contract without such deficiencies being corrected. Any notice of cancellation shall be given by BUYER to SELLER, or the listing agent, within five (5) days following SELLER'S notice to BUYER that SELLER will not pay any excess costs to correct deficiencies.

d. SELLER agrees that any corrections which SELLER performs shall be completed in a workmanlike manner with good quality materials, prior to Closing.

e. **EXCLUSIONS FROM INSPECTION:** The following items are expressly excluded from the foregoing inspection provisions, shall not be considered unacceptable conditions and may not be used by the BUYER as a basis for canceling this Contract or requesting repairs:

N/A

8. SELLER shall provide Seller's Disclosure Statement to BUYER on or before September 20, 1995. SELLER verifies that Seller's Disclosure Statement, executed concurrently with the Exclusive Right of Sale is current and valid to date.

SELLER'S Initials _____ SELLER'S Initials _____

9. **SOLICITATION OF HAZARD INSURANCE AND HOME WARRANTIES:** SELLER grants permission to agents to solicit the sale of hazard insurance and/or home warranties and earn a commission for the sale thereof. BUYER acknowledges that hazard insurance and home warranties are available through various sources.

10. **AGENCY DISCLOSURE:** (applicable sections must be checked): SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as SELLER'S agents, BUYER'S agents, or in a Dual Agency capacity. SELLER and BUYER acknowledge that disclosure(s) of licensee agency

Seller's Initial and Date _____

Seller's Initial and Date _____

Buyer's Initial and Date AW 9/11

Buyer's Initial and Date _____