"AS IS" ADDENDUM

Document updated: **February 2011**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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REALTOR® EQUAL HOUSING OPPORTUNITY

1. Seller: SAMPLE
2. Buyer: SAMPLE
3. Premises Address: SAMPLE
4. Date:

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the
6. above referenced Premises. All terms and conditions of the Contract are hereby included herein and delivery of all notices
7. and documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.

8. **A.** Seller and Buyer agree that the Premises is being sold in its existing condition ("AS IS") and Seller makes no warranty
9. to Buyer, either express or implied, as to the (1) condition of the Premises, including, but not limited to, Seller's Warranties
10. in Lines 166-168 of Section 5a, which Buyer hereby waives; (2) zoning of the Premises; or (3) Premises' fitness for any
11. particular use or purpose. However, Seller warrants and shall maintain and repair the Premises so that, pursuant to lines
12. 169-170, at the earlier of possession or COE, the Premises, including all additional existing personal property included
13. in the sale, will be in substantially the same condition as on the date of Contract acceptance and all personal property
14. not included in the sale and all debris will be removed from the Premises.

15. **B.** Buyer is advised to conduct independent inspection(s) and investigations regarding the Premises within the
16. Inspection Period as specified in Section 6a. Buyer retains the rights pursuant to Section 6j. Seller shall not
17. be obligated to correct any defects that may be discovered during Buyer's inspection(s) and
18. investigations or otherwise.

19. **C.** Notwithstanding the foregoing, if an On-Site Wastewater Treatment Facility (conventional septic or alternative
20. system) ("Facility") has been installed on the Premises, Seller and Buyer agree to complete and execute the AAR
21. On-Site Wastewater Treatment Facility Addendum and Seller agrees to pay for the Facility inspections, fees or
22. repairs as set forth therein.

23. **D.** Seller acknowledges that selling the Premises "AS IS" does not relieve Seller of the legal obligation to disclose all
24. known material latent defects to Buyer.

25. **E.** In the event that any provision contained in this Addendum conflicts in whole or in part with any of the terms
26. contained in the Contract, the provisions of this Addendum shall prevail and the conflicting terms are hereby
27. considered deleted and expressly waived by both Buyer and Seller.

28. **F.** Other Terms and Conditions:

29. _____

30. _____

31. **BUYER ACKNOWLEDGES THAT BUYER IS HEREBY ADVISED TO SEEK APPROPRIATE COUNSEL REGARDING**
32. **THE RISKS OF BUYING A PROPERTY IN "AS IS" CONDITION.**
33. Buyer recognizes, acknowledges, and agrees that Broker(s) are not qualified, nor licensed, to conduct due diligence with respect to
34. the premises or the surrounding area. Buyer is instructed to consult with qualified licensed professionals to assist in Buyer's due
35. diligence efforts. Because conducting due diligence with respect to the premises and the surrounding area is beyond the scope of
36. the Broker's expertise and licensing, Buyer expressly releases and holds harmless Broker(s) from liability for any defects or conditions
37. that could have been discovered by inspection or investigation. **Seller and Buyer hereby expressly release, hold harmless and**
38. **indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition,**
39. **square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation,**
40. **building codes, governmental regulations, insurance or any other matter relating to the value or condition of the Premises.**

41. SAMPLE ^ BUYER'S SIGNATURE MO/DA/YR — SAMPLE ^ BUYER'S SIGNATURE MO/DA/YR

42. SAMPLE ^ SELLER'S SIGNATURE MO/DA/YR — SAMPLE ^ SELLER'S SIGNATURE MO/DA/YR

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials SAMPLE Broker's Initials SAMPLE Date _____ MO/DA/YR

(Added February 2012)

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