



**"As-Is" Condition ADDENDUM
TO
REAL ESTATE PURCHASE CONTRACT**



THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____ including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____ (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. "AS-IS" CONDITION.

Buyer acknowledges and agrees that the warranties contained in Section 10.2 of the REPC are limited as indicated below. If a section is marked "warranted", it is warranted only as described in Section 10.2 of the REPC. If a section is marked "not warranted", then with reference to such section, the Property is being sold in "As-Is" condition and: (a) no other provisions, statements or disclosures contained in the REPC, the Seller Property Condition Disclosure form, any marketing materials, or otherwise, shall be treated by Buyer as a warranty by the Seller or the Seller's agents regarding the condition of the Property; and (b) Seller shall not be responsible for any repairs to the Property either before or after Closing. This provision shall survive Closing. **(check applicable boxes):**

<input type="checkbox"/>	<input type="checkbox"/>	10.2 (a)	<input type="checkbox"/>	warranted	<input type="checkbox"/>	not warranted
Buyer's						
Initials						
		10.2 (b)	<input type="checkbox"/>	warranted	<input type="checkbox"/>	not warranted
		10.2 (c)	<input type="checkbox"/>	warranted	<input type="checkbox"/>	not warranted
<input type="checkbox"/>	<input type="checkbox"/>	10.2 (d)	<input type="checkbox"/>	warranted	<input type="checkbox"/>	not warranted
Seller's						
Initials						
		10.2 (e)	<input type="checkbox"/>	warranted	<input type="checkbox"/>	not warranted

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same. **Seller** **Buyer** shall have until _____ **AM** **PM** Mountain Time _____ to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTEROFFER shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: of ADDENDUM/COUNTEROFFER **Seller** **Buyer** hereby accepts the terms of this ADDENDUM/COUNTEROFFER.

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms of attached Counteroffer No. _____

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM/COUNTEROFFER. [_____] Initials

Date _____, _____ Time _____