



www.prdsforms.com

**PRDS® "AS-IS" ADDENDUM**  
 Revision Date 10/05      Print Date 10/05



This "AS-IS" Addendum is entered into between \_\_\_\_\_ ("Buyer")  
 and those Sellers ("Seller") who are parties to that Real Estate Purchase Contract ("Contract"), dated \_\_\_\_\_,  
 relating to \_\_\_\_\_ ("Property").

1. In further consideration of the price and terms of sale of the Property, it is agreed that **Buyer is purchasing the Property in its present (i.e., as of time of Acceptance of the Contract), "AS-IS" condition, and without warranty from Seller.**
2. This "AS-IS" Addendum supersedes and renders without force or effect:
  - (a) any provision in the Contract that would have otherwise made Seller responsible for inspections, certifications or work relating to structural pest control issues affecting the Property, and
  - (b) any provision (e.g., "maintenance clause") under which Seller would have specifically warranted that certain designated components, systems, appliances and/or other enumerated features of the Property shall be operative, in working order, or free from damage or defect at Close of Escrow.

**(NOTE: The "AS-IS" nature of this addendum does require, however, that the Property and all its components, appliances and systems, including landscaping, be delivered at Close of Escrow in no less than the same general condition as at time of Acceptance, unless otherwise agreed in writing. Accordingly, Seller is advised to consider obtaining a "Seller's Coverage" home warranty to cover various aspects of the Property during pre-Close of Escrow time frames.)**

3. Seller acknowledges the obligation of furnishing to Buyer all reasonably available reports and other information (of which Seller is reasonably aware) bearing on value and desirability of the Property *and*, unless the transaction is exempt, of furnishing to Buyer a completed Transfer Disclosure Statement ("TDS") and a completed PRDS Supplemental Seller Checklist. This means that even personal representatives of decedents' estates, as well as other TDS-exempt sellers, have a common law obligation to disclose information (of which they are aware) negatively bearing on value and desirability of the Property.
4. Buyer retains full rights to secure (and acknowledges the importance of and takes responsibility for securing) full and comprehensive inspections of the Property by competent contractors, inspectors and other qualified professionals, and shall retain all contingency rights (including property condition contingency rights) provided for in the Contract.
5. Seller shall comply with smoke detector, water heater and all other government-mandated "point-of-sale" seller requirements. Seller shall remove all personal property and debris from the Property prior to Close of Escrow, unless otherwise agreed in writing.
6. Buyer and Seller agree and affirm that there are **NO EXCEPTIONS** made to this "AS-IS" Addendum or, if checked here , **EXCEPTIONS AS FOLLOWS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 Buyer: \_\_\_\_\_  
 Buyer: \_\_\_\_\_

Date: 3/26/2008  
 Seller: *[Signature]*  
 Seller: \_\_\_\_\_