

**INSPECTION CONTINGENCY
ADDENDUM**

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1. Date _____
2. Page _____

3. **THE PROPERTY, IF NOT NEW, CANNOT BE EXPECTED TO BE IN NEW CONDITION.**
4. **ROUTINE MAINTENANCE ITEMS ARE NOT PART OF THIS ADDENDUM.**

5. Addendum to Purchase Agreement between parties dated _____, 20_____, pertaining to the
6. purchase and sale of the property at _____

7. _____
8. This Purchase Agreement is contingent upon an inspection(s) of the property to determine the condition and
9. performance relative to the intended function of the following checked items:

- | | | |
|-----------------------------------------------------|--------------------------------------------|------------------------------------------|
| 10. <input type="checkbox"/> Basement | <input type="checkbox"/> Electrical system | <input type="checkbox"/> Plumbing system |
| 11. <input type="checkbox"/> Ceilings | <input type="checkbox"/> Exterior | <input type="checkbox"/> Roofs |
| 12. <input type="checkbox"/> Central cooling system | <input type="checkbox"/> Floors | <input type="checkbox"/> Walls |
| 13. <input type="checkbox"/> Central heating system | <input type="checkbox"/> Foundation | <input type="checkbox"/> Windows |
| 14. <input type="checkbox"/> Other (specify): _____ | | |

15. _____
16. _____
17. _____
18. Complete home inspection

19. Any inspection shall be done by an Inspector(s) of Buyer's choice. The Inspector(s) should be qualified to do the
20. inspection as evidenced by a license or professional designation. **Buyer shall satisfy Buyer as to the**
21. **qualifications of the Inspector(s).**

22. Said inspection(s) shall be at the Buyer's sole expense.
23. Seller agrees to make the property reasonably available for said inspection(s).

24. Any inspection or test done by FHA, DVA or any other governmental unit shall be done and paid for in accordance
25. with the applicable regulations and are not part of this Inspection Contingency.

26. **For the purposes of this Addendum, "business days" shall end at 11:59 p.m. and do not include**
27. **Saturdays, Sundays and state and federal holidays.**

28. All inspection(s) shall be done within _____ business days of final acceptance of this Purchase Agreement. If Buyer
29. or anyone representing Buyer discovers any defects in the above specified components of the property, Buyer must
30. notify Seller, or Licensee representing or assisting Seller, in writing, describing such defects, within _____ business days
31. after all the inspection(s).

32. If Buyer notifies Seller, or Licensee representing or assisting Seller, of such defects, and if within _____ business
33. days after such notice Buyer and Seller have not agreed in writing as to whether repairs will be performed, defects
34. waived or an adjustment to the purchase price made, the Purchase Agreement will automatically become null and
35. void without further notice required. Buyer and Seller shall immediately sign a Cancellation of Purchase
36. Agreement directing all earnest money paid hereunder to be refunded to Buyer, and thereafter neither party will have
37. any further liability to the other.

38. However, notwithstanding any provision to the contrary or any notice given, the Buyer may unilaterally waive defects,
39. providing that Buyer notifies Seller, or Licensee representing or assisting Seller, of waiver in writing within the time specified.
40. If Buyer fails to have the inspection(s) performed within the time specified above, or does not notify Seller within the time
41. specified above, then this contingency shall be deemed removed and the Purchase Agreement shall be in full force and effect.

42. Notwithstanding any other provision of this Agreement, Buyer may, based on the inspection(s), declare this Purchase
43. Agreement null and void by so notifying Seller, or Licensee representing or assisting Seller, in writing within
44. _____ business days of the inspection(s). In the event Buyer declares the Purchase Agreement null and void, Buyer
45. and Seller shall immediately sign a Cancellation of Purchase Agreement directing all earnest money paid hereunder
46. to be refunded to Buyer.

47. Nothing herein invalidates the warranties agreed to in lines 151-152 of the Minnesota Association of REALTORS®
48. approved Purchase Agreement.

49. Seller or Licensee representing or assisting Seller **SHALL / SHALL NOT** have the right to continue to offer the
50. property for sale until this contingency is removed.

51. _____
(Seller) (Date) (Buyer) (Date)

52. _____
(Seller) (Date) (Buyer) (Date)

53. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
54. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**