

“AS IS” CONDITION ADDENDUM

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1 **DATE:** _____

2 **This Addendum is a part of and an attachment to the PURCHASE AGREEMENT dated**
3 **_____, 20____ between:**

4 **BUYER(s):** _____

5 **and SELLER(s):** _____

6 **Street Address:** _____

7 **City:** _____ **State:** _____ **Zip Code:** _____ **County:** _____

8 **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER(s) AND**
9 **SELLER(s). BUYER(s) AND SELLER(s) ARE ENCOURAGED TO OBTAIN LEGAL ADVICE**
10 **BEFORE SIGNING THIS ADDENDUM.**

11 **Limitation of Seller's Liability:** The Property is being sold in its existing condition. Buyer(s) acknowledges
12 that the Property, including all improvements, is being sold on an “As Is” and “Where Is” basis, with all
13 existing faults. Prior to closing, Buyer(s) will perform inspections of the Property as are consistent with the
14 terms of the PURCHASE AGREEMENT to satisfy Buyer(s) as to the condition of the Property.

15 The Seller(s) warranties contained in the PURCHASE AGREEMENT shall remain unmodified by this
16 Addendum.

17 The “Risk of Loss” provisions of the PURCHASE AGREEMENT shall remain unmodified by this Addendum.

18 Seller(s) is required to complete the SELLER'S PROPERTY DISCLOSURE and other disclosures, in
19 accordance with North Dakota Century Code 47-10-02.1. Buyer(s) acknowledges that Seller(s) have not made
20 any oral or written representations regarding the conditions of the Property subject to this PURCHASE
21 AGREEMENT.

22 By accepting delivery of the deed at closing, Buyer(s) will be deemed to have accepted the condition of the
23 Property subject to the PURCHASE AGREEMENT as satisfactory to the Buyer(s), and Seller(s) shall have no
24 liability with respect to condition of such property except for any material fact about which Seller(s) was aware
25 but did not disclose. Buyer(s) waives any claims related in any way to the condition of the property except for
26 any material fact about which Seller(s) was aware but did not disclose.

27 Any material fact which an Agent(s) is aware of MUST be disclosed to Buyer(s) prior to the Buyer(s) entering
28 into a PURCHASE AGREEMENT. There is no ability for an Agent(s) to obtain a waiver of this disclosure
29 obligation.

30	_____	_____	_____	_____
31	Buyer Signature	Date	Seller Signature	Date
32	_____	_____	_____	_____
33	Buyer Signature	Date	Seller Signature	Date