

SUPPLEMENT TO THE REAL ESTATE PURCHASE AGREEMENT

This Supplemental Disclosure is made with respect to the Real Estate Purchase Contract dated _____

by and between _____ as seller (Seller) and

_____ as buyer (Buyer) for the

property located at: _____

(Property). Its agent and broker strongly recommend that the Buyer satisfy any concerns he or she may have as to the physical condition of the Property. In order to accomplish this, the Buyer has been urged to employ competent professionals to perform inspections of all conditions of the Property. The following inspections have been reviewed and recommended to the Buyer as evidenced by the **Buyer's Broker initialing items 1-11 as follows:**

1. **PHYSICAL INSPECTION:** (____) (____) This inspection may reveal unknown conditions. This is a visual inspection. The inspector does not look behind walls or under carpets or take equipment apart. However, a professional inspector is trained to seek out certain conditions which may reveal aspects of the physical condition of the Property not recognized by the untrained eye. It is recommended that the Buyer avoid having a friend or relative who happens to be a "handy man" do the inspection rather than using a professional.
2. **ROOF INSPECTION:** (____) (____) This inspection should reveal the present condition of the roof, past or current leaks, and the approximate remaining life of the roof. However, any conditions, past or current, that are not visible to the inspector may not be contained in the inspection report. While the physical inspection may include an inspection of the roof by a professional home inspector, it is recommended that the Buyer have the roof inspected by a licensed roofing contractor.
3. **MOLD:** (____) (____) Mold is a common element in many homes. Along with the inspections you have been advised to perform concerning the physical condition of the subject property, you should also be aware that you have the right to have the property inspected for Mold, Mildew, Spores and Airborne Bacteria. Real Estate Brokers and Agents are not trained to identify or locate mold, mildew, spores or airborne bacteria. Generally, physical home inspectors do not report on mold, mildew, spores or airborne bacteria, in or on the subject property. You are urged to have an environmental inspection by a qualified individual or entity.
4. **ENVIRONMENTAL INSPECTION:** (____) (____) Buyers can order an environmental inspection report by a qualified expert. Such inspection will also reveal mold, mildew, spores, and airborne bacteria, which Real Estate Brokers and Agents are not trained to detect.
5. **POOL INSPECTION:** (____) (____) This inspection may reveal the condition of the pool, spa and related systems. Such inspection will state the current conditions of these items but may not indicate the remaining useful life of such items and related systems.
6. **SOILS/GEOLOGICAL/STRUCTURAL INSPECTION:** (____) (____) Licensed Geological Engineers can reveal if the soil and terrain of the Property is susceptible to damage, expansion, contraction, settlement, slippage, subsidence or other conditions. Such inspection can determine if the subject Property may be constructed on filled or improperly compacted soil. This inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all improvements on the Property. Buyer is advised that some lenders may require inspection by a structural engineer or other expert prior to funding a loan. There are abandoned and active oil and gas fields and toxic waste sites throughout the United States, which may be located at or in the vicinity of the Property.
7. **SEPTIC INSPECTION:** (____) (____) If the Property is not on a city or similar sewer system, this inspection is strongly recommended to reveal the condition of the septic system.

8. **PERMITS AND ZONING:** (____) (____) Whether permits, building code compliance, and/or zoning clearances were obtained for the construction of any improvements, alterations, modifications or remodeling of the subject Property is unknown to the agent and broker. Whether such construction was performed by the present or previous owner(s) and whether performed by a licensed or unlicensed contractor is unknown to the agent and broker. The Buyer is advised to investigate these matters. Permits, certificates of occupancy and building code violations may be obtained by a search of the public records at the Department of Building Safety (or similar entity of the applicable municipality) or from an inspection service company that provides such information for a fee.

If there are any structural additions to the Property for which a permit or certificate of occupancy was not obtained or which are not in compliance with applicable codes and other laws, Buyer may be required to incur expenses after the close of escrow to bring the Property up to current codes and other applicable laws or to demolish the subject additions.

Broker and Agent make no representations as to any permits or certificates of occupancy for the Property, regardless of whether provided by the Department of Building and Safety (or similar entity) or any other source. Broker and Agent are not qualified to interpret or explain permits, building codes, uses or certificates of occupancy. Buyer should consult with his/her own inspectors or other professional advisors and appropriate governmental authorities regarding permits, building code compliance, and/or zoning clearances.

9. **SQUARE FOOTAGE, LOT SIZE AND BOUNDARY LINES:** (____) (____) Buyer is aware that the square footage, lot size or boundary lines, represented on the multiple listing and/or advertisements are approximate figures. The Property has not been taped or surveyed for accurate square footage, lot size or boundary lines. The dimensions contained in the legal description of the property may not equal the actual area of the property, and the actual area has not been verified. To determine these issues, the Buyer is advised and urged to employ a licensed civil engineer, appraiser and/or surveyor of Buyer's choice. It is understood by the parties that upon removal of the contingency(s) to the purchase contract for inspections of the Property, the Buyer will be accepting the square footage, lot size and boundary lines that actually exist.

10. **PET URINE, STAINS AND ODORS:** (____) (____) If household pets are located on the property or if previous owners have maintained animal as pets on the property, there may be odors or stains in the property as a result of the animals or pets. Stains made by animals or pets are not always detectible by a visual inspection. Moreover, a Termite or Physical inspection may not detect such stains as they may be in the underlayment beneath carpeted areas, hardwood floors, linoleum or other floor covering material. In the event that none of the inspections performed by the Buyer on the Property disclose any animal stains and/or odors on the Property, Buyer is assuming the risk that such stains and/or odors exist and may become apparent in the future.

11. **NO VERIFICATION BY BROKERS OR AGENTS:** (____) (____) Brokers and Agents providing services in this real estate transaction, hereby inform Buyer(s) and Seller(s) that they have not, and will not, verify the accuracy of the information or representations about the conditions of the property provided by the Seller or any other source. Brokers and Agents make no representations, express or implied, regarding information or representations made by Seller(s) or any other source.

WAIVER OF INSPECTIONS: In the event Buyer elects to purchase the property without the professional inspections stated above, Buyer is acting against the advice and recommendation of Broker and Agent. Buyer acknowledges that physical conditions may exist relating to the property which are unknown but which could have been disclosed by such inspections.

Buyer(s) Initials: (____) (____)

BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BROKER CANNOT:

- (A) Guarantee the conditions of the Property
- (B) Be responsible for defects that are not known to Broker and/or Agent
- (C) Be responsible for defects that are not visually observable in reasonably accessible areas of the Property
- (D) Identify Property boundary lines
- (E) Provide legal or tax advice
- (F) Provide other advice/information that exceeds the knowledge, education and experience required to obtain a real estate license.

Buyer and Seller agree that they will seek legal, tax and other desired assistance from appropriate professionals.

Buyer(s) Initials: (____) (____)

Seller(s) Initials: (____) (____)

BUYER HAS ELECTED TO OBTAIN THESE INSPECTIONS:

- | | |
|---|--|
| Physical Inspection (____) (____) | Roof Inspection (____) (____) |
| Environmental Inspection (____) (____) | Pool Inspection (____) (____) |
| Soils/Geological Inspection (____) (____) | Septic Inspection (____) (____) |
| Permits & Zoning Inspection (____) (____) | Square Footage/Lot Size & Boundary Lines (____) (____) |

BUYER HAS ELECTED TO WAIVE THESE INSPECTIONS:

- | | |
|---|--|
| Physical Inspection (____) (____) | Roof Inspection (____) (____) |
| Environmental Inspection (____) (____) | Pool Inspection (____) (____) |
| Soils/Geological Inspection (____) (____) | Septic Inspection (____) (____) |
| Permits & Zoning Inspection (____) (____) | Square Footage/Lot Size & Boundary Lines (____) (____) |

BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUPPLEMENT.

BUYER(s)

SELLER(s)

Date: _____

Date: _____

Signature (1): _____

Signature (1): _____

Print Name: _____

Print Name: _____

Signature (2): _____

Signature (2): _____

Print Name: _____

Print Name: _____