

## “AS IS” CONDITION ADDENDUM

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

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.

<p>30 _____</p> <p>31 Buyer Signature Date</p>	<p>30 _____</p> <p>Seller Signature Date</p>
<p>32 _____</p> <p>33 Buyer Signature Date</p>	<p>32 _____</p> <p>Seller Signature Date</p>