

"AS IS" ADDENDUM TO PURCHASE AGREEMENT

This Addendum, dated _____, is attached to and forms part of the Purchase Agreement dated _____, for the property located at _____, Indiana, Zip _____.

Except as specifically modified by this Addendum, all other terms and conditions in the Purchase Agreement shall remain in full force and effect. If there is any inconsistency between the provisions of this Addendum and the Purchase Agreement, the terms of this Addendum will take precedence.

The Buyer and Seller acknowledge that the Property is being sold in its present "as is" condition. The Seller will not be responsible for repairing, replacing, or modifying any deficiencies, defects, or malfunctions, whether structural, mechanical, or cosmetic, including (but not limited to) issues with the building structure, foundation, roof, heating, plumbing, electrical, or sewer systems. The Seller makes no warranty or representation—express or implied—regarding:

- (1) the condition of the Property;
- (2) the zoning classification of the Property; or
- (3) the suitability of the Property for the Buyer's intended use.

The Buyer accepts full responsibility for the Property's condition upon closing. However, the Seller agrees to maintain the Property in substantially the same condition from the Effective Date of the Purchase Agreement until the Closing Date.

The Buyer may, at their own expense, conduct independent inspections of the Property after acceptance of the Purchase Agreement. If such inspections reveal previously undisclosed defects, the Buyer will have ____ days (beginning the day after acceptance) to:

- (1) terminate the Purchase Agreement, in which case the earnest money will be promptly returned; or
- (2) Proceed with the transaction without requiring the Seller to make repairs.

If the Buyer neither terminates the agreement nor requests additional time within the allowed period, the Property will be deemed acceptable.

Definition of Defect: Under Indiana law, a "Defect" is a condition that materially affects the property's value, poses a significant risk to the health or safety of future occupants, or, if not addressed, would significantly reduce the expected life of the property or its systems.

If the Buyer's inspection response requests repairs or credits in violation of this "As Is" Addendum, the Seller may terminate the Purchase Agreement by serving written notice to the Buyer, with the earnest money returned promptly.

Selling the Property "As Is" does not relieve the Seller of their obligation to disclose any known material defects, nor does it waive compliance with applicable federal, state, or local laws. The Seller must provide reasonable access for the Buyer's inspections.

The Buyer acknowledges that:

(1) They have been advised to seek independent legal counsel regarding the purchase of property in "as is" condition;

(2) Neither the Seller nor any real estate agents or brokers has made guarantees about the Property's condition or suitability; and

(3) They release and hold harmless the Seller from any liability for defects or conditions affecting the Property or its improvements.

By signature below, the parties acknowledge receipt of a signed copy of this Addendum.

_____	DATE	SELLER'S SIGNATURE	DATE _____
PRINTED _____		PRINTED _____	
_____	DATE	SELLER'S SIGNATURE	DATE _____
PRINTED _____		PRINTED _____	