

## INSPECTION ADDENDUM

RE: PURCHASE CONTRACT, dated \_\_\_\_\_ is made by and between the undersigned Buyer and Seller regarding the property known as:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### THIS SECTION MUST BE REVIEWED, COMPREHENDED, AND INITIALED.

These inspections are intended solely to identify any property conditions that were not previously disclosed. They are not meant to assess whether an older home meets current local building codes. Their purpose is to identify significant issues related to the structure, mechanical systems, safety, and health. However, Buyer and Seller agree that if the inspection report identifies an issue that can be resolved through regular maintenance or standard servicing, such a condition will not be considered valid grounds for terminating the Purchase Agreement.

Furthermore, regarding any items identified in the inspection reports as having reached or surpassed their typical useful life, as long as those items are functioning properly, their condition shall not be considered defective. The Seller will not be obligated to repair or replace such items, and their condition shall not serve as grounds for canceling the Purchase Agreement.

If the Buyer fails to complete any inspections within the agreed-upon time frames, they will be considered to have accepted the property in its current "As Is" condition concerning that specific inspection. A copy of this inspection addendum may be shared with any inspector before the commencement of any inspection.

Please note: Inspections mandated by FHA, VA, or the lender do not replace the requirement for additional inspections.

We, the undersigned, have reviewed and comprehend the information provided in the section above and acknowledge our





agreement by initialing below.

BUYER \_\_\_\_\_ INITIAL \_\_\_\_\_

SELLER INITIAL \_\_\_\_\_ INITIAL \_\_\_\_\_

### CHECK ONE

#### 1. HOME INSPECTION

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a home inspection, at the Buyer's expense by a qualified independent inspector, or other specific inspection \_\_\_\_\_ Inspection will be completed, the report received, and delivered to the Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before \_\_\_\_\_ Within days after \_\_\_\_\_

- b. ☐ The Buyer has been given the chance to conduct a Home Inspection. However, the Buyer now waives the right to have such an inspection and chooses to rely on their own judgment regarding the condition of the property.

#### 2. RADON – (See IDPH pamphlet *Iowa Radon Home-Buyers and Sellers Fact Sheet* or visit [www.epa.gov/radon](http://www.epa.gov/radon))

- a. ☐ Upon written acceptance of the Purchase Contract, the Buyer shall have the right to arrange for a Radon Inspection, at their own cost, to be conducted by a certified Radon Inspector. The inspection will be finished, the report obtained, and provided to the Seller along with the response to the inspection report.

(CHOOSE ONE) 1. On or before. 2. Within \_\_\_\_\_ days after \_\_\_\_\_

- b. ☐ The Buyer has been given the opportunity to conduct a Radon Inspection. However, the Buyer voluntarily waives the right to have such an inspection and chooses to rely on their own assessment of the property's condition.

### 3. WOOD-DAMAGING PEST INSPECTION – "A LENDER MAY REQUIRE THIS FOR LOAN APPROVAL."

- a. ☐ Upon written acceptance of the Purchase Contract, the Buyer has the right to arrange for a Wood-Destroying Pest Inspection, at ☐ Buyer's expense or ☐ Seller's expense, to be carried out by a certified Pest Inspector. The inspection will be completed, the report will be received, and it will be provided to the Seller along with the response to the inspection report.

(CHOOSE ONE) 1. On or before \_\_\_\_\_ No later than \_\_\_\_\_ days prior to closing

- b. ☐ The Buyer has been given the opportunity to conduct a Wood-Destroying Pest Inspection. However, the Buyer voluntarily waives the right to have such an inspection and chooses to rely on their own assessment of the property's condition.

### 4. WATER TEST (If Applicable) – "THIS MAY BE REQUIRED BY THE LENDER FOR LOAN APPROVAL."

- a. ☐ Upon written acceptance of the Purchase Contract, the Buyer has the right to arrange for a water test to be conducted by a qualified third-party, at the Buyer's expense. The water test will be completed, the report obtained, and provided to the Seller along with the response to the inspection report.

(CHOOSE ONE) 1. On or before \_\_\_\_\_ No later than \_\_\_\_\_ days prior to closing.

- b. ☐ The Buyer has been given the right to have a water test conducted by a qualified third party. However, the Buyer voluntarily waives this right and chooses to rely on their own assessment of the property's condition.

### 5. SEPTIC INSPECTION (If Applicable) - Iowa Code 455B.172 requires the inspection of septic systems, unless exempt, before the transfer of property. This law applies to properties with one to four dwelling units. The property in question has a septic system and is not linked to a municipal sewer system.

- a. ☐ Upon written acceptance of the Purchase Contract, the Buyer will request that the Seller provide the results of a Septic System Inspection conducted by a DNR-certified inspector.

(CHOOSE ONE) 1. By \_\_\_\_\_ No later than \_\_\_\_\_ days prior to closing.

- b. ☐ Septic The Septic System Inspection will be conducted by a certified DNR inspector at the Buyer's expense. The report will be obtained and provided to the Seller along with the response to the inspection report.

(CHOOSE ONE) 1. By \_\_\_\_\_ No later than \_\_\_\_\_ days prior to closing.

- c. ☐ The Buyer has received acceptable results from a Septic System Inspection performed by a Certified Septic System Inspector within the required two-year timeframe mandated by state law.

- d. ☐ Illinois -The Buyer has been given the opportunity to have the septic system inspected by a qualified third-party. However, the Buyer voluntarily waives this right and chooses to rely on their own evaluation of the property's condition.

- e. ☐ N/A - Property not served by septic system or property is exempt from Septic Inspection.

### 6. LEAD-BASED PAINT (See EPA pamphlet *Protect Your Family from Lead in Your Home*)

- a. ☐ This agreement is subject to a risk assessment or inspection of the property for the presence of lead-based paint and/or potential paint hazards, at the Buyer's cost. The inspection must be completed by 9:00 P.M. on the 10th calendar day following the acceptance of the Purchase Contract. This contingency will expire at the stated deadline unless the Buyer or their agent provides the Seller (or the Seller's agent) with a written addendum outlining the specific issues found and necessary corrections, along with a copy of the inspection or risk assessment report. The Seller may, at their discretion, choose to address the identified issues within \_\_\_\_\_ days after receiving the addendum. If the Seller agrees to make the corrections, they must provide the Buyer with certification from a risk assessor or inspector proving the issues were resolved before the settlement date. If the Seller opts not to make the repairs or offers a counter-proposal, the Buyer will have days after receiving the counter-offer to either respond or remove this contingency, accepting the property in its "As-Is" condition. If the Buyer does not respond, the contract will be terminated. Lead-based paint that is intact and in good condition is not automatically considered hazardous.

BUYER INITIAL \_\_\_\_\_ INITIAL \_\_\_\_\_ SELLER INITIAL \_\_\_\_\_ INITIAL \_\_\_\_\_

## LEAD BASED PAINT (CON'T)

- b. ☐ The Buyer has been given the opportunity to conduct a Lead-Based Paint Inspection. However, the Buyer voluntarily waives this right and chooses to rely on their own assessment of the property's condition.

## 7. RIGHT TO CURE/REPAIR Seller has the right to cure/repair any defective condition discovered by the inspection report, except\*:

- a. ☐ No exceptions apply, OR  
b. ☐ (fill in) \_\_\_\_\_

\*If the Buyer has exempted a specific area or system from the right to cure or repair a defect by selecting option "b" above, and an inspection reveals a defect in the excluded area or system, this Purchase Contract will be terminated, unless the parties mutually agree in writing to proceed differently. If option "a" above is selected, meaning no exceptions apply, the discovery of a defective condition will not serve as a reason to terminate the Purchase Contract, provided the Seller agrees to address and/or fix the condition.

**THIS SECTION MUST BE REVIEWED, COMPREHENDED, AND INITIALED.**

## 8. RENOVATION, REPAIR, OR REPLACEMENT

If any of the inspections mentioned above uncover a defect that was not previously disclosed, the Buyer will provide the Seller with a Response to Inspections Report, along with a full copy of the inspection report(s), detailing the actions the Buyer expects the Seller to take to address the defects. If the Buyer does not respond within the specified time, they agree to accept the property in its current "AS IS" condition and waive any right to terminate the Purchase Contract based on the Inspection Addendum terms.

The Seller agrees to provide a response to the Buyer's Response to Inspection Report within calendar days (3 days if left blank) after receiving the Inspection Report and Response to Inspection Form ECIAR-8 from the Buyer. If the Seller fails to respond within the specified time, they agree to complete the actions requested by the Buyer and waive any right to terminate the Purchase Contract based on the terms set forth in the Inspection Addendum.

BUYER INITIAL

INITIAL

SELLER INITIAL

INITIAL

The Buyer and Seller hereby absolve Brokers and Salespersons of any responsibility or liability concerning any defects, deficiencies, inspections, or disclosures related to the property. This waiver shall remain in effect even after the closing.

The above shall be incorporated into and become a part of the referenced Purchase Contract



Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Agent \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ it \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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