

Professional Inspection Rider

(This Inspection clause supersedes any inspection clause in attached contract.)

Address _____ City _____, State ____

Buyer may secure at Buyer's expense (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more licensed or certified inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five (5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of Acceptance. **If written notice is not served within the time specified, this provision shall be deemed waived by Parties and this Contract shall remain in full force and effect.** If within ten (10) business days after Date of Acceptance, written agreement cannot be reached by the Parties with respect to resolution of inspection issues, then either Party may terminate this Contract by written notice to the other Party and **this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowed.** The home inspection shall cover **only** major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection(s). **Buyer agrees minor repairs and routine maintenance items are not a part of this contingency.**

Date _____

Date _____