

**DUNES MARKETING GROUP
INSPECTION REPORT ADDENDUM**

**ADDENDUM TO CONTRACT OF SALE, OFFER & ACCEPTANCE
FOR**

Property: _____ Purchaser: _____

Contract Date: _____ Seller: _____

Purchaser shall have the right and privilege, at Purchaser's sole expense, to obtain an Inspection Report ("Report") of the Property, by a professional independent inspection company. Purchaser recognizes that this Property is a resale property, that it is not new construction, and that normal wear and tear is to be expected (for example, cracks in tile and countertops, fogged windows and housekeeping items such as filters, light bulbs, painting and cleaning are considered normal wear and tear and are **not** subject to repair unless otherwise noted in the Contract). The intent of the inspection is to advise the Purchaser of the condition of the Property.

As stated in the Contract of Sale to which this Addendum is attached, the Property is being sold to Purchaser in its present condition "as is" with the proviso that all appliances, heating and air conditioning systems, electrical and plumbing systems shall be in good working order at time of closing. The Contract further provides that the structure shall be reasonably sound and the roof shall be free of leaks. Nothing contained in this Addendum shall amend, alter, or modify Seller's basic contractual obligations as set forth in the Contract. The maximum total cost referenced below in subparagraph (c) only applies to those repairs recommended by the Report other than Seller's obligations under the Contract to have the appliances, heating and air conditioning systems, electrical and plumbing systems in good working order.

The timing of the inspection and resulting obligations generated by said Report is as follows:

- (a) The Report must be completed and a copy provided to Seller within ten (10) days from the date of execution of this Contract along with a statement from Purchaser or Purchaser's attorney as to any findings in the Report which are unsatisfactory.
- (b) Seller must respond to the Report's finding within ten (10) days and advise whether Seller will make all corrections consistent with the recommendations.
- (c) Seller agrees to make all reasonable repairs recommended in the Report up to a maximum total cost of \$_____. In the event that the cost of said repairs exceeds this amount, Seller shall have the option of making the repairs or refusing to make them. If Seller declines to make such repairs, Purchaser shall then have the option of accepting the Property in its present condition or terminating this Agreement by written notice delivered to Seller within forty-eight (48) hours after expiration of the time allowed Seller to respond.
- (d) In the event that Purchaser does not submit a copy of the Report and requested repairs to Seller within the allotted time period, then this contingency shall be deemed to have been waived by Purchaser.
- (e) In the event Seller agrees to make certain repairs and such repairs are not completed by the date of closing, then Seller agrees to permit Purchaser's closing attorney to escrow the necessary funds from the Seller's proceeds at closing.

Seller and Purchaser acknowledge that Dunes Marketing Group (Broker) is acting only as a real estate agent in this transaction and as such has no responsibility for and make(s) no oral or written representations concerning the condition of the premises. Seller and Purchaser acknowledge that the Broker: (1) gives no guaranty or warranty of any kind, express or implied, as to the physical condition of the Property; (2) gives no warranty, express or implied, as to the merchantability or fitness for a particular purpose regarding the Property; (3) gives no warranty concerning any inspection or report concerning the Property including any such Report as referenced above.

Seller's responsibility in connection with the conditions of the Property shall cease at closing and the closing shall constitute Purchaser's acceptance of the Property unless provisions are otherwise made in writing.

SELLER

PURCHASER

Initials: Purchaser: _____ Date: _____

Seller: _____ Date: _____

Page 1

{181026.3}

INSPECTION REPORT PROCESSING FORM

1. Set forth below is a listing of some Inspectors who regularly perform residential inspections on Hilton Head Island:

- | | | |
|----|--|----------|
| a. | Barton, Joe - Barton's Home Inspection Service, Ltd. | 842-9112 |
| b. | Carlson, Don - BrickKicker Home Inspections | 706-2490 |
| c. | Carmichael Paul - National Property Inspections | 227-0260 |
| d. | Haffeman, John - Property Inspection Service | 681-8047 |
| e. | Hodge, George H. - Advantage Inspection | 341-6201 |
| f. | Leavitt, Stan - Residential Inspection Service of HH | 671-5902 |
| g. | Lynes, Mike - Lynes Home Inspections | 785-4202 |
| h. | Mitchell, Charles - Mitch's Home Inspection | 682-2274 |
| i. | Puplava, Rick - Southeast Inspections, Inc. | 757-1950 |
| j. | Robinson, Ken - Special Force Inspection | 342-7099 |

2. Dunes Marketing Group makes no recommendations as to the choice of Inspector. The choice is up to you, as Purchaser. It is recommended that you make contact with the Inspector of your choice directly to coordinate timing and terms of payment and future communication concerning the inspection. If you desire, we will be happy to assist in the communication process, recognizing, however, that the contractual relationship between the Inspector and you is direct and that Dunes Marketing Group is not responsible for the condition of the property, nor the accuracy of the Inspection Report.

The undersigned Purchaser(s):

- a. elects Inspector No. _____ from the list.
(check one)
- b. _____ will make contact directly with the Inspector and coordinate the inspection pursuant to the Contract Inspection Addendum.
_____ requests Dunes Marketing Group to contact the Inspector.

3. Re-inspections: In the event repair work is specified in the Inspection Report and the Seller agrees to make these repairs, the property should be reinspected (at Purchaser's expense) prior to closing by same home inspector to insure that the repairs were completed properly. Dunes Marketing Group sales agents are not qualified to perform inspections/re-inspections and company policy prohibits them from doing so.

4. Purchaser acknowledges that any action taken by Dunes Marketing Group pursuant to this processing form is at the request of the Purchaser and is only deemed to be administrative action.

PURCHASER:

_____ Date: _____

_____ Date: _____

Initials: Purchaser:_____ Date:_____

Seller:_____ Date:_____

Page 2 {181026.3}