Form 35 Inspection Addendum Rev. 7/23 Page 1 of 2

Buyer's Initials

Buyer's Initials

Date

Date

Seller's Initials

Seller's Initials

Date

Date

## INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

©Copyright 2023 Northwest Multiple Listing Service ALL RIGHTS RESERVED

| etwe                             | en _   | Buyer  | Buyer   |   |   | ("Buyer")   |  |
|----------------------------------|--|--|---|---|---|---|--|
| $nd oldsymbol{\underline{U}}$    | ndisc  | losed  | •   |   |   | ("Seller")  |  |
|                                  |  | Seller   | Seller  |   |   | ,   |  |
| once                             | rning  | 6887 Holeman Avenue  | Blaine  | WA<br>State                                       | 98230<br>Zip                                | _ (the "Property").   |  |
| in<br>op<br>Pi<br>pe<br>a        | <b>INSPECTION CONTINGENCY.</b> This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) to conduct further inspections of the Property. |  |   |   |   |   |  |
| a.                               | a. Sewer Inspection. Buyer's inspection of the Property □ may; □ may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line.   |  |   |   |   |   |  |
| ch<br>Pi<br>in<br>w              | noice,<br>roper<br>spect<br>ere ir   | and (c) completed at Buyer's expens<br>ty without first obtaining Seller's permi<br>tors. Buyer shall restore the Property   | <b>GATIONS.</b> All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the t first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all er shall restore the Property and all improvements on the Property to the same condition they the inspection. Buyer shall be responsible for all damages resulting from any inspection of the ned on Buyer's behalf. |   |   |   |  |
| ok<br>ac<br>ac<br>di<br>pr<br>cr | oligate<br>aiving<br>ddition<br>sappr<br>opose<br>edits  | DYER'S NOTICE. This inspection contingency shall conclusively be deemed waived and Seller shall not be bligated to make any repairs or modifications unless within days (10 days if not filled in) after mutual eceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (a) approving the inspection and aiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct lditional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer exapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer exapproves to the property or modifications to the Agreement, including adjustments to the purchase price or edits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The arties may use NWMLS Form 35R to give notices required by this Addendum. |   |   |   |   |  |
| S                                | <b>INSPECTION REPORT.</b> Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise in writing. Upon Seller's written request, Buyer shall provide to Seller the inspection report, portions of the report, or the inspector's recommendation for additional inspections, as requested by Seller.  |  |   |   |   |   |  |
| a.                               |  | <b>aiver of Contingency by Buyer.</b> If B<br>Iler's prior written request or consent, the   |   |   |   |   |  |
| b.                               | . Se   | Iler Request. The selection of any che   | eckbox below by Seller sl   | nall not be cor                                   | nsidered a                                  | counteroffer.   |  |
|                                  |  | Seller requests that Buyer provide the   | e inspection report to Sell   | er.   |   |   |  |
|                                  |  | If Buyer requests repairs or modificat portions of the inspection report relate  |   |   |   |   |  |
|                                  |  | If Buyer provides notice of additional provide a copy of the inspector's reco  |   |   |   | quests that Buyer   |  |
| ok<br>In<br>re                   | otain<br>itial I<br>eques  | IONAL TIME FOR INSPECTIONS. If further evaluation of any item by a spenspection Period, Buyer provides not t, a copy of the inspector's recommendested by Seller, a copy of the inspector  | cialist at Buyer's option a<br>ice that Buyer will seek<br>lation. If Buyer provides t  | and expense i<br>additional ins<br>imely notice o | f, on or bef<br>spections a<br>of additiona | ore the end of the<br>and, upon Seller's<br>I inspections (and, |  |

Form 35 Inspection Addendum Rev. 7/23 Page 2 of 2

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

## INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

©Copyright 2023 Northwest Multiple Listing Service ALL RIGHTS RESERVED

Continued

filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector and the 46 Initial Inspection Period shall be so extended. 47 BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS. If Buyer requests repairs or modifications 48 pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and 49 Seller's response made in accordance with the following procedures are irrevocable for the time period provided. 50 Seller's Response to Request for Repairs or Modifications. Seller shall have 51 if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees 52 to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications 53 proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or 54 additional repairs or modifications. If Seller agrees to the terms of Buver's request for repairs or 55 modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not 56 agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: 57 b. Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall 58 days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller 59 fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's 60 response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) 61 disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be 62 refunded to Buyer. 63 ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties 64 must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set 65 forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection 66 condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this 67 contingency shall be deemed waived. 68 7. REPAIRS. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's 69 expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than 70 days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" 71 means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any 72 oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a 73 professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the 74 inspector or specialist who recommended the repair, if Buyer elects to order and pay for such re-inspection. If 75 Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to 76 review the terms of that agreement. 77 OIL STORAGE TANKS. Any inspection regarding oil storage tanks or contamination from such tanks shall be 78 limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise 79 agreed in writing by Buyer and Seller. 80 ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY. Buyer is advised that on-site sewage disposal systems, 81 including "septic systems." are subject to strict governmental regulation and occasional malfunction and even 82 failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the 83 inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal 84 inspection contingency such as NWMLS Form 22S (Septic Addendum). 85 10. In NEIGHBORHOOD REVIEW CONTINGENCY. If the box is checked, Buyer's inspection includes Buyer's 86 subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with 87 the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include 88 Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking 89 and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be 90 relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood 91 (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood 92 Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then 93 this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 94