

Garrett County Board of REALTORS®, Inc.

**PROPERTY INSPECTIONS ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_ between  
Buyer \_\_\_\_\_  
and Seller \_\_\_\_\_ for Property  
known as \_\_\_\_\_.

The following provisions are included in and supersede any conflicting language in the Contract of Sale (the Contract).

Only those sub-paragraphs of Paragraph 2 below (A, B, C, D, E, F, G, H, I, J, K, L) initialed by both Buyer and Seller shall apply to this Property Inspection Addendum.

**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of any inspection(s) selected below is to discover significant and material defects or adverse or dangerous conditions, if any, of the components and systems of the property, and any other items identified in Paragraph 3 below. The future condition and performance of the above systems and components are not warranted by Seller or inspector and are not to be considered subject to this Addendum.

This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

**2. ITEMS TO BE INSPECTED:**


**A. Structural and Mechanical:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event defects are found, Buyer, within (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other items as noted: \_\_\_\_\_


**B. Mold Inspection:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the home, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, Buyer, within (\_\_\_\_\_) days from the Date of Contract acceptance, shall submit to Seller a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required.



Buyer \_\_\_\_\_ / \_\_\_\_\_

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Seller \_\_\_\_\_ / \_\_\_\_\_



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☐☐ **C. Environmental:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required. Inspection(s) may include, but are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted:

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☐☐ **D. Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such inspection shall be completed and in the event the radon level equals or exceeds the EPA action level, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating that Seller shall have the radon remediated to EPA acceptable levels.

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☐☐ **E. Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

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☐☐ **F. Inspection of Deep Creek Lake Buffer Strip Area Adjoining Property:** Seller; at Buyer's request and expense, shall have the Property and adjacent Buffer Strip inspected by the Department of Natural Resources for potential permit violations. Such inspection shall be completed and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.

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☐☐ **G. Hot Tub and Swimming Pool Inspection:** Buyer, at Buyer's expense, has the right to have any hot tubs, swimming pools, jetted tubs, spas, and the like on the Property inspected for functionality and safety. Such inspection shall be completed and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.

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☐☐ **H. Survey By A Licensed Surveyor:** Buyer and/or Seller shall have the Property surveyed and/or reviewed, as indicated below. Such survey and/or review shall be completed and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.

1. ☐ Boundary Survey ☐ Site Improvement Survey ☐ Property Corners located and marked

- Survey to be ordered by ☐ Buyer or ☐ Seller.
- Survey to be completed, and results delivered to Buyer (if ordered by Seller) within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance.
- Cost of survey to be paid by ☐ Buyer, ☐ Seller, or ☐ as follows: \_\_\_\_\_

2. Buyer and Seller to physically inspect the Property boundaries together on or before \_\_\_\_\_ (date).

3. Other boundary review as indicated: \_\_\_\_\_



#### I. Water/Well Inspection:

Buyer, at Buyer's expense, has the right to have the following water/well tests conducted by the appropriate County Health Department or a State-certified laboratory:

- ☐ Bacteria test indicating that the water is safe to drink with regards to contaminants. Test to be performed, and in the event unsafe conditions are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.
- ☐ Chemical test(s) indicating that the water does not exceed Environmental Protection Agency (EPA) standards for primary contaminants. Test to be performed, and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.
- ☐ Radium test indicating the maximum contaminant level (MCL for gross alpha particles is 15 pCi/l (picocuries per liter) or less. Test to be performed, and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.
- ☐ A well analysis to determine that the water flow meets standards established by local authorities. Test to be performed, and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.
- ☐ Other: \_\_\_\_\_  
(For example: pH, Iron, Turbidity, etc.) Test to be performed, and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.


**J. On-Site Sewage Disposal System Inspection:** Buyer, at Buyer's expense, has the right to have the private on-site sewage disposal system inspected and tested by a licensed inspector.

**Maryland NOTICE: On-site sewage disposal system inspections and inspectors are subject to State of Maryland Department of the Environment (MDE) guidelines. Persons hiring on-site sewage disposal system inspectors should obtain proof that the inspector has satisfied the MDE requirement. Prior to entering into a contract for inspection services, a full disclosure and explanation of types of available sewage disposal inspection tests, possible effects on the property, and expected costs should be obtained from the inspector. The inspector should be able to provide evidence of insurance or bond to cover liability in the event the property is damaged as a result of such inspection(s) and test(s).**

Inspection and/or test to be performed, and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.


**K. Lead-Based Paint Hazard Inspection:** Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards within (\_\_\_\_\_) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If seller elects to correct the condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the condition(s) has been remedied prior to the date of settlement.


**L. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for \_\_\_\_\_. Such inspection(s) shall be completed and in the event defects are found, Buyer, within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance, shall submit to Seller a copy of the entire inspection report, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required.

**Note: Termite and other wood destroying insect infestation inspection terms are governed by the Termite Inspection paragraph of the Contract.**

**3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

**4. INSPECTION REPORT PROCESS:** The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

Buyer      /       
GCBR Form 120 10/14

Seller      /

Buyer, upon written notice to the Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate this Contract for no stated reason, based upon dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer fails to submit entire inspection report to Seller along with a separate written statement indicating what items identified in the report are considered unsatisfactory, and what corrective action is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the items noted by Buyer. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of the condition which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

**5. REPAIRS, CORRECTION, RE-INSPECTION:** Seller agrees to complete repairs or corrective action in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

**6. DAMAGE TO PROPERTY:** If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage.

***All other terms and conditions of the Contract of Sale remain in full force and effect.***

**Buyer's Signature**

**Date**

**Seller's Signature**

**Date**

**Buyer's Signature**

**Date**

**Seller's Signature**

**Date**