

# HOME INSPECTION CONTINGENCY ADDENDUM

## 1. 1. Incorporation into the Purchase Agreement

This Home Inspection Contingency Addendum (the "Addendum") is entered into on [ADDENDUM DATE] between [BUYER NAME(S)] (the "Buyer") and [SELLER NAME(S)] (the "Seller"), and amends the Real Estate Purchase Agreement between them dated [PURCHASE AGREEMENT DATE] for the property commonly known as [PROPERTY ADDRESS], [CITY], [STATE] [ZIP CODE] (the "Property" and the "Purchase Agreement"). All defined terms used and not defined here have the meanings given in the Purchase Agreement. Except as expressly modified by this Addendum, every term of the Purchase Agreement remains in full force and effect. If a term of this Addendum conflicts with a term of the Purchase Agreement, this Addendum controls as to inspections, repair requests, and the buyer termination rights described below. This Addendum is binding on the heirs, successors, and permitted assigns of both parties.

## 2. 2. Inspection Period

The Buyer has an inspection period of [NUMBER OF DAYS] days, beginning on [START DATE OR THE DATE THE PURCHASE AGREEMENT WAS FULLY EXECUTED] and ending at [TIME, e.g., 11:59 p.m.] local time on [END DATE] (the "Inspection Period"). Unless the parties state otherwise in writing, days are counted as [CALENDAR DAYS / BUSINESS DAYS] and the period is measured from the day after the starting event. The Inspection Period may be extended only by a written agreement signed by both parties, and a request for an extension does not by itself extend the deadline. If a required inspection cannot be completed because of a delay caused by the Seller, including denial of access or failure to activate utilities, the Inspection Period is extended by one day for each day of that delay. All notices required under this Addendum must be delivered in writing to [SELLER NOTICE ADDRESS AND EMAIL] and [BUYER NOTICE ADDRESS AND EMAIL] and are effective on delivery.

## 3. 3. Buyer Right to Inspect and Scope of Inspections

During the Inspection Period, the Buyer may, at the Buyer expense, obtain any inspections, tests, surveys, and investigations the Buyer considers appropriate, performed by inspectors, contractors, or specialists selected by the Buyer who are licensed or certified as required in [STATE]. Those inspections may include, without limitation, a general home inspection, roof inspection, sewer scope or lateral camera inspection, radon testing, mold or indoor air quality testing, wood-destroying organism or pest inspection, structural and foundation evaluation, chimney and fireplace inspection, HVAC and electrical evaluation, well and septic testing, pool and spa inspection, and evaluation for lead-based paint, asbestos, or other environmental conditions. The Buyer may also conduct a survey, review permits and prior repair records, and consult with contractors regarding the cost of any recommended work. The Buyer may attend all inspections, and the Buyer may share the resulting reports with lenders, contractors, and advisors. Inspections that require opening walls, excavation, or other invasive work require the prior written consent of the Seller, which will not be unreasonably withheld.

## 4. 4. Seller Obligation to Provide Access and Utilities

The Seller will provide the Buyer and the Buyer inspectors reasonable access to the Property during the Inspection Period at times mutually agreed on [NUMBER OF HOURS, e.g., 24] hours advance notice, including access to attics, crawl spaces, basements, garages, outbuildings, electrical panels, and any locked rooms or storage areas. The Seller will have all utilities, including water, gas, electricity, and any propane or fuel oil service, turned on and operational for the entire Inspection Period, and will ensure that pilot lights are lit and that heating, cooling, plumbing, and appliance systems can be operated and tested. The Seller will remove or secure pets, move stored

items that block access to systems and equipment, and will not be present during an inspection unless the Buyer agrees. If the Seller fails to provide access or utilities as required, the Buyer may extend the Inspection Period under Section 2 or terminate under Section 5. The Seller will also deliver to the Buyer within [NUMBER OF DAYS] days any inspection reports, repair invoices, permits, warranties, and insurance claim records in the Seller possession relating to the condition of the Property.

### **5. 5. Buyer Options at the End of the Inspection Period**

On or before the end of the Inspection Period, the Buyer must deliver written notice to the Seller electing one of the following: (a) Accept — the Buyer accepts the Property in its present condition, waives this contingency, and proceeds to closing on the terms of the Purchase Agreement; (b) Request — the Buyer requests that the Seller perform specified repairs, provide a closing cost credit, or reduce the purchase price, as described in Section 6; or (c) Terminate — the Buyer terminates the Purchase Agreement, in which case the Purchase Agreement is void, the Buyer earnest money deposit is refunded in full, and neither party has further obligation to the other except for obligations that expressly survive termination. The Buyer may elect to terminate under option (c) for any reason disclosed by an inspection, and the Buyer is not required to justify the decision or to first request repairs. A notice electing option (b) is not a termination, and the Purchase Agreement remains in effect while the parties follow the process in Section 6.

### **6. 6. Repair Request, Seller Response, and Verification of Repairs**

A repair request under option (b) must be in writing, must identify each item requested with reference to the relevant inspection report, and must state whether the Buyer is asking for repair, replacement, a price reduction, or a closing cost credit, including the dollar amount requested for any credit. The Buyer will attach or make available the relevant portions of the inspection reports supporting the request. The Seller must respond in writing within [NUMBER OF DAYS] days after receiving the request, either agreeing to all requested items, agreeing to some and declining others, offering an alternative such as a credit in lieu of repair, or declining entirely. If the Seller does not respond within that period, the Seller is deemed to have declined the request. The Buyer then has [NUMBER OF DAYS] days after the Seller response, or after the response deadline passes without a response, to either accept the Seller position in writing and proceed to closing, or to terminate the Purchase Agreement and receive a full refund of the earnest money deposit. Any repairs the Seller agrees to perform will be completed by [REPAIR COMPLETION DEADLINE OR NUMBER OF DAYS BEFORE CLOSING] in a workmanlike manner by [LICENSED CONTRACTORS / SELLER], with invoices and any required permits provided to the Buyer before closing. If the Seller agrees to perform repairs, the Buyer may re-inspect the Property at the Buyer expense to confirm that the agreed work was completed as described, and the Seller will provide access for that re-inspection at a reasonable time before closing. The Buyer may also verify repairs during the final walk-through, which will occur within [NUMBER OF DAYS] days before closing with all utilities still on and all agreed work completed. If a re-inspection or walk-through shows that agreed repairs were not completed, were not completed in a workmanlike manner, or were performed without a permit where one was required, the Buyer may, by written notice, require the Seller to complete or correct the work before closing, agree to a closing credit in an amount equal to the reasonable estimated cost to complete the work, agree in writing with the Seller to escrow funds for completion after closing, or terminate the Purchase Agreement and receive a full refund of the earnest money deposit. Nothing in this section obligates the Buyer to accept repairs that materially differ from what the Seller agreed to perform.

### **7. 7. Failure to Give Notice and Waiver of the Contingency**

If the Buyer does not deliver written notice under Section 5 on or before the end of the Inspection Period, the Buyer is deemed to have elected option (a) and to have accepted the Property in its present condition, and this

inspection contingency is waived. Likewise, if the Buyer initiates the repair request process but does not deliver a written election within the response window in Section 6, the Buyer is deemed to have accepted the Seller position and to have waived the right to terminate under this Addendum. After waiver, the Buyer remains obligated to complete the purchase on the terms of the Purchase Agreement, and a later attempt to terminate on inspection grounds may place the earnest money deposit at risk. Waiver of this contingency does not waive any other contingency in the Purchase Agreement, does not waive the Seller disclosure obligations, and does not release the Seller from liability for fraud, intentional misrepresentation, or concealment of a known material defect, to the extent applicable law preserves those claims.

## **8. 8. As-Is Sales and Limits on Repair Obligations**

If the Property is being sold in as-is condition, the Seller has no obligation to make any repair, provide any credit, or reduce the price, and the Buyer sole remedy under this Addendum is to accept the Property in its present condition or to terminate under Section 5 within the Inspection Period. An as-is sale does not eliminate the Buyer right to inspect, does not shorten the Inspection Period, and does not relieve the Seller of the obligation to provide access and utilities under Section 4 or of any disclosure obligation imposed by applicable law. The parties may agree in writing that specified items are excluded from repair requests, that repair requests are limited to items affecting [HEALTH AND SAFETY / STRUCTURAL INTEGRITY / CODE VIOLATIONS], or that the Seller obligation is capped at \$[REPAIR CAP AMOUNT] in total. Cosmetic conditions, ordinary wear consistent with the age of the Property, and items the Buyer could observe before making the offer are not, standing alone, a basis for a repair request unless the parties agree otherwise.

## **9. 9. Buyer Responsibility for Inspection Damage and Indemnity**

The Buyer will keep the Property free of any lien arising from inspections ordered by the Buyer and will pay all inspectors and contractors it engages. The Buyer is responsible for any physical damage to the Property caused by the Buyer or by anyone acting on the Buyer behalf during an inspection, and will promptly restore the Property to substantially the condition it was in before the inspection or reimburse the Seller for the reasonable cost of doing so. The Buyer will require its inspectors to carry [GENERAL LIABILITY AND ERRORS AND OMISSIONS INSURANCE IN AMOUNTS CUSTOMARY IN STATE] and will provide proof on request. The Buyer will indemnify and hold the Seller harmless from claims for personal injury or property damage arising out of the inspections conducted by or for the Buyer, other than claims arising from a pre-existing condition of the Property or from the negligence or willful misconduct of the Seller. These obligations survive termination of the Purchase Agreement.

## **10. 10. Signatures**

By signing below, the Buyer and the Seller agree that this Addendum is incorporated into and made part of the Purchase Agreement as of the date first written above. BUYER: [BUYER NAME]. Signature:

\_\_\_\_\_. Printed Name: [BUYER SIGNER NAME]. Date: [DATE]. BUYER: [SECOND BUYER NAME, IF ANY]. Signature: \_\_\_\_\_. Printed Name: [SECOND BUYER SIGNER NAME]. Date: [DATE]. SELLER: [SELLER NAME]. Signature: \_\_\_\_\_. Printed Name: [SELLER SIGNER NAME]. Date: [DATE]. SELLER: [SECOND SELLER NAME, IF ANY]. Signature: \_\_\_\_\_. Printed Name: [SECOND SELLER SIGNER NAME]. Date: [DATE]. This

Addendum may be executed in counterparts, and electronic or scanned signatures have the same effect as original signatures. A copy will be delivered to each party, to the escrow or title holder, and to any broker of record.

## **11. Disclaimer**

This template is provided for general informational purposes only and is not legal advice. Inspection contingencies

are governed by state law and by locally standardized forms, and the rules on notice periods, how days are counted, deemed waiver, as-is sales, seller disclosure duties, and the release of earnest money from escrow or a broker trust account differ meaningfully between jurisdictions. Real estate licensees are also limited in the contract language they may draft or modify. Review and adapt this addendum for your own transaction and state, and consult a licensed real estate attorney, title company, or broker before signing. Use of this template does not create an attorney-client relationship with ScanContract.

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