"As Is" Rider to FAR/BAR Contract For Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

[This Rider is intended for use in conjunction with Paragraph X of the Florida Association of REALTORS and The Florida Bar (FAR/BAR) Contract for Sale and Purchase (1995 ed.)]

The following clauses amend and are made a part of the Contract For Sale and Purchase ("Contract") first dated the _____ day of _____, 199___, by and between _____ ("Seller") and _____ ("Buyer").

In accordance with the provisions of Standard "V", which allows modifications and changes to the Contract, Buyer and Seller agree as follows:

1. Seller's Warranties and Representation; Obligations with Respect to the Property; Limitations.

(a) Paragraph XIII, Standard "D" and Standard "N" are deleted.

(b) This Rider does not relieve Seller of Seller's obligations under Standard "W" for facts known to Seller. However, except as required in this Rider and in Standard "W", Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

(c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

(d) Subject to the provisions and limitations of this Rider, Buyer waives any claims against Seller and, to the extent permitted by law, against any licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

2. Inspection Period and Right to Cancel.

(a) Buyer shall have _____ days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.

(b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

(c) If Buyer determines, in Buyer's sole discretion, that the condition of the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller **within 48 hours after the expiration of the Inspection Period**. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2.(b), above.

3. Maintenance.

Seller shall maintain the Property, including, but not limited to, the lawn shrubbery and pool, if any, in their respective conditions, existing as of the end of the Inspection Period, ordinary wear and tear excepted. Buyer shall be permitted access to the Property prior to closing, with utilities provided by Seller, for a walk-through to confirm that all items of Personal Property are located on the Real Property and that the Property has been maintained in accordance with the provisions of this paragraph.

_____	_____	_____	_____
BUYER	Date	SELLER	Date
_____	_____	_____	_____
BUYER	Date	SELLER	Date

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