

VERIFICATION OF BUYER WALK-THROUGH INSPECTION
PRIOR TO CLOSING

Real Estate Purchase Contract Date: _____

SELLER: _____ BUYER: _____

Property Address: _____

Please Check ONLY One

A. (____) Buyer acknowledges that a walk through inspection **has been completed** as outlined in Section 11 of the Real Estate Purchase Contract, and to the best of their knowledge, the conditions of the Real Estate Purchase Contract, Sections 1.1, 4, 10.2 and 10.3(listed below) have been met:

- 1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

- 4 Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

- 10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

- 10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

B. (____) Buyer hereby waives the right to complete a "walk-through" inspections as provided for in Section 11 of the Real Estate Purchase Contract with the full understanding that they have the right to conduct a "walk through" inspection, and hereby accept that to the best of their knowledge the property is "as represented".

The Buyer's failure to conduct a "walk-through" inspection to ensure that the Property is "as represented" shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items "as represented".

Buyer

Date

Buyer

Date