

Addendum to Contract – Northeast Florida Standard

*This Addendum has been prepared by the attorneys at **Landmark Title***

Addendum No. _____ to the Contract between:

_____ (Seller)
and _____ (Buyer)
concerning the Property described as _____ (the "Contract").

Seller and Buyer make the following terms and conditions part of the Contract:

1. All bathroom mirrors and light bulbs existing on the Property as of the date of the initial offer are included as Personal Property items in this purchase.
2. All references to a date other than the time for acceptance in Paragraph 3 of the Contract shall end at 7:00 p.m. Eastern Time.
3. Seller agrees to make the Property available for inspections during the Inspection Period and agrees to have all utilities (e.g., electric, fuel/gas, and water) active from the Effective Date through the Closing Date, and, if not, then the Inspection Period will be extended by the time access was denied, but not less than 2 days.
4. Notwithstanding anything to the contrary in the Contract, if any repairs or improvements are required by Buyer's lender, and Seller does not agree to make such repairs or improvements at Seller's expense, then Buyer may terminate the Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under the Contract, except for the provisions surviving termination of the Contract.
5. If Buyer terminates this Contract during the Inspection Period or Loan Approval Period, then upon Seller's request, Buyer shall promptly provide copies of all written reports, if any, of all inspections and investigations.
6. Prior to Closing Date, Seller shall, at Seller's sole cost and expense: (a) Close out any open, inactive, and expired permits; and (b) close and cure any and all governmental code violations and condominium or homeowners' association violations (even if not yet a monetary obligation) including but not limited to the payment of any fines and/or liens associated therewith.
7. Notwithstanding anything to the contrary in the Contract, either party may bypass the mediation provision of the Contract and have any Dispute resolved by instituting an action in the appropriate court having jurisdiction of the matter.
8. Prior to Closing, Closing Agent may order and pay for certain items, including but not limited to survey, municipal lien search and/or HOA/COA estoppel/application fees (if applicable). If this transaction does not close for any reason, and Closing Agent has incurred any costs as a result of ordering such items, then Closing Agent is authorized by the parties to deduct such costs from the binder deposit.
9. Seller will deliver the Property in broom clean condition on the date Buyer takes possession.

Except as modified by this Addendum, the Contract shall remain in full force and effect. In any conflict of terms between this Addendum and the Contract, the terms of this Addendum shall govern.

Buyer Date

Buyer Date

Seller Date

Seller Date

