



**ADDENDUM No. 1**  
(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other \_\_\_\_\_, dated \_\_\_\_\_, on property known as \_\_\_\_\_,

\_\_\_\_\_ ("Property/Premises"), in which \_\_\_\_\_ is referred to as ("Buyer/Tenant") and \_\_\_\_\_ is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

- 1.) As already stated in the MLS, buyer to be aware that the subject property is being sold in its current "AS - IS" condition (after the finishing of the rehab as the also possibly stated on the MLS) with no warranties expressed or implied. Seller has never occupied this property and is unfamiliar with the real property, its construction, the condition of its structures, fixtures, appliances and components, or any other facts relating to the real property. Buyer is accepting this property in its current condition and the closing of this sale shall constitute an acknowledgement by buyer that the property premises, constructed systems, appliances & etc. Were acceptable at the time the sale was closed. Buyer holds agents, seller, and escrow holder harmless from fiscal or legal responsibility arising from any defects in this property or structures thereon.**
- 2.) Seller will provide basic home warranty plan through First American Home Warranty if the buyer requests.**
- 3.) Deposit to be on escrow within 24 hours of acceptance.**
- 4.) Buyer and seller to each pay their own title and escrow fees.**
- 5.) Buyer is aware that the seller has newly renovated the property and will not pay for any additional buyers request for repairs. Seller will only consider lender required repairs and state mandated health and safety hazard repairs unless otherwise agreed upon.**
- 6.) Escrow to be seller's choice.**
- 7.) Title to be seller's choice.**
- 8.) Termite company to be seller's choice if buyer requests it.**
- 9.) Buyer to pay \$100 per diem every day the file goes past the agreed upon COE if due to buyer or lender non-performance. \*\* Per Diem waived if using sellers preferred lender.**
- 10.) Listing agent has ownership interest of subject property.**
- 11.) Seller is a licensed Real Estate Agent.**
- 12.) Broker is related to seller and listing agent.**
- 13.) Escrow owner is related to Broker and Owner. 14.) Listing agent is a licensed contractor.**
- 15.) Seller will only put in lender/FHA required appliances.**
- 16.) If appraisal does not come in on value, buyer/seller may adjust.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord DocuSigned by:  
*Manuel Badiola*  
B6641A71909C4DE... \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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