



Pool Inspection Addendum

Property \_\_\_\_\_

Purchase Agreement Date \_\_\_\_\_ This Addendum is attached to and made a part of said Agreement.

Purchaser and Seller acknowledge the presence of a swimming pool (either above ground or below ground)

\_\_\_ A) Purchaser(s) hereby states that they have inspected the swimming pool and pool equipment and are satisfied with the physical condition. Purchaser further states that no warranties or representations, oral or otherwise, have been made by Salesperson(s), Brokers, or Seller as to the condition of said swimming pool and/or equipment. Purchaser agrees to accept said swimming pool and/or equipment in "AS-IS, WHERE IS, and WITH ALL FAULTS CONDITION." Or

\_\_\_ B) Seller warrants that structure of the swimming pool, all pool equipment, filter and/or heater are currently operable and will be in operable condition on the date of closing or on the date of opening. Seller agrees to escrow \$\_\_\_\_\_ with the Listing Broker to cover any repairs which may be needed in the event the pool is not operable upon opening. Listing Broker is instructed to release the escrowed funds according the following terms.

In the event pool is not operable at the time of opening, Purchaser shall secure two bids for repairs from two separate licensed contractors and notify Seller by certified mail as to the nature of the repairs required to make the pool operational and the cost of said repairs. Seller shall have (7) or \_\_\_\_\_ calendar days from the date of receipt of notice to respond to the Purchaser with instructions. Seller may:

I. Select which licensed contractor the Purchaser may hire, of the two who submitted bids, and escrowed funds will be used to pay for said repairs. Any funds left in escrow after repairs are completed and paid for shall be returned to Seller. If there is not enough money in escrow to pay for the repairs, then all additional costs shall be born by the Purchaser.

II. Choose a licensed contractor other than the two that the Purchaser had selected, and arrange for repairs to be made at Sellers expense. After all repairs are completed and the pool is operational, proof that all invoices are paid-in-full shall be submitted to the Listing Broker and the entire amount escrowed shall be returned to the Seller.

If Sellers do not respond within (7) or \_\_\_\_\_ calendar days from receipt of notice, Purchaser may select which licensed contractor to hire and the escrowed funds will be used to pay for the repairs. Any funds left in escrow after repairs are completed and paid for shall be returned to Seller. If there is not enough money in escrow to pay for the repairs, then all additional costs shall be born by the Purchaser.

If the pool is fully operational when opened, or if the Purchaser does not open the pool within (180) or \_\_\_\_\_ calendar days of closing, then Purchaser shall be deemed to have accepted the pool "AS-IS," and the full escrow shall be returned to Seller.

Purchaser and Seller agree to indemnify and hold harmless National Realty Centers and any Agents of National Realty Centers from any and all liability whatsoever in connection with said swimming pool and/or equipment.

\_\_\_\_\_  
Purchaser / Date:

\_\_\_\_\_  
Seller / Date:

\_\_\_\_\_  
Purchaser / Date:

\_\_\_\_\_  
Seller / Date: