

# PROPERTY ISSUES ADDENDUM

This is a legally binding document. If not understood, consult an attorney.  
This form is not mandated by the Mississippi Real Estate Commission.

1 THIS PROPERTY CHECKLIST is provided by \_\_\_\_\_ (the "Company")  
2 including \_\_\_\_\_ (the "Agent") to \_\_\_\_\_  
3 \_\_\_\_\_ (the "Buyer") in connection  
4 with the purchase of any property, including (if known) the property located at: \_\_\_\_\_  
5 \_\_\_\_\_ (the "property").

6 **THE COMPANY AND ALL AGENTS AFFILIATED WITH THE COMPANY ARE TRAINED IN THE MARKETING OF REAL ESTATE. THEY**  
7 **ARE NOT TRAINED OR LICENSED TO PROVIDE THE BUYER WITH PROFESSIONAL ADVICE REGARDING THE PHYSICAL CONDITION**  
8 **OF ANY PROPERTY OR REGARDING LEGAL OR TAX MATTERS. ACCORDINGLY, NEITHER THE COMPANY NOR THE AGENTS**  
9 **AFFILIATED WITH THE COMPANY WILL MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL OR LEGAL**  
10 **CONDITION OF ANY PROPERTY SELECTED BY BUYER.**

11 **AS PART OF ANY WRITTEN OFFER TO PURCHASE A PROPERTY, THE BUYER SHOULD CONSIDER EXERCISING THE OPTION TO**  
12 **USE THE SERVICES OF APPROPRIATE PROFESSIONALS TO CONDUCT INSPECTIONS, INVESTIGATIONS, TESTS, SURVEYS, AND**  
13 **OTHER EVALUATIONS OF THE PROPERTY AT THE BUYER'S EXPENSE. THE BUYER IS ADVISED TO EXERCISE THIS RIGHT. IF THE**  
14 **BUYER FAILS TO DO SO, THE BUYER IS ACTING CONTRARY TO THE ADVICE OF THE COMPANY.**

15 **THE FOLLOWING IS A GENERAL LISTING OF ISSUES THAT THE BUYER SHOULD CONSIDER IN EVALUATING ANY PROPERTY. THIS**  
16 **IS NOT INTENDED TO BE A COMPREHENSIVE LIST OF ALL ISSUES THAT MAY BE RELEVANT IN THE BUYER'S EVALUATION OF A**  
17 **SPECIFIC PROPERTY, INCLUDING ANY PROPERTY LISTED ABOVE. THIS DOCUMENT IS, HOWEVER, INTENDED TO DIRECT THE**  
18 **BUYER'S ATTENTION TO A NUMBER OF ISSUES THAT ARE COMMONLY CONSIDERED IMPORTANT IN THE EVALUATION OF ANY**  
19 **PROPERTY.**

20 **1. BUILDING CODE / ZONING COMPLIANCE:** Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of the  
21 property complies with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer acknowledges that the  
22 Company should not be relied upon for any determination as to any past or present building or zoning violations, or as to the suitability of the  
23 property for Buyer's intended use.

24 **2. HAZARDOUS WASTE AND TOXIC SUBSTANCES:** Buyer is advised to consult with appropriate professionals regarding the possible  
25 existence of hazardous wastes and toxic substances on the property, including, but not limited to, asbestos, mold, radon gas, and lead based  
26 paint. Buyer is further advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and  
27 cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of the  
28 property to ascertain the possible existence of toxic substances. Buyer acknowledges that the Company should not be relied upon for any  
29 determination as to the existence of any toxic substances.

30 **3. SURVEYING AND STAKING:** Buyer is advised that without an accurate survey of the property, Buyer cannot be certain as to the exact  
31 boundaries of the property, or that any improvements on the property are not encroaching upon adjoining parcels of property, or that  
32 improvements located on adjoining parcels of property do not encroach on the property. Buyer acknowledges that the Company should not be  
33 relied upon for any determination as to the boundaries of the property or of any encroachments within or over the actual boundaries of the  
34 property.

35 **4. HOME PROTECTION PLAN:** Buyer acknowledges that Buyer has been advised by the Company of the availability of Home Protection Plans  
36 which provide limited protection for certain home appliances and certain components of the property after Closing.

37 **5. PROPERTY AND CASUALTY INSURANCE:** The availability and cost of homeowners or property insurance depends on a number of factors,  
38 including your personal insurance, financial and credit history, materials and conditions present in or on the Property, and the claims history on  
39 the property. Some insurance companies base part of their underwriting decision on Loss History Reports that show the history of insurance

[ \_\_\_\_\_ ] Buyer's Initials Date \_\_\_\_\_



40 claims or property losses concerning the property or made by you concerning other properties. At the time you close on the purchase of your real  
41 property, most insurance companies will only issue a binder to you. A binder is NOT an insurance policy, it is only a temporary commitment to  
42 provide insurance coverage. From the effective date of the binder the insurance company has 90 days to review the insurance application and  
43 other information and determine whether it will issue an insurance policy on the terms set forth in the binder. You are advised to consult directly  
44 with insurance companies of your choice regarding the availability and costs of insurance coverage for the property. Further, if the property is  
45 located in a flood zone, the mortgage lender may require that you obtain and pay for flood insurance on the property and its improvements.

46 **6. TITLE ISSUES/HOMEOWNER'S ASSOCIATION:** Buyer is advised to carefully review with legal counsel the contents of: (a) any Commitment  
47 for Title Insurance on the Property; and (b) all documents affecting the Property which are a matter of public record, including, but not limited to,  
48 any restrictive covenants related to the development in which the Property is located. If the Property is part of a Condominium Association or  
49 other Homeowners Association, Buyer is advised to consult directly with the Association regarding all Association matters that may affect the  
50 Property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees,  
51 rules, and meeting minutes.

52 **7. PHYSICAL CONDITION:** Buyer is advised to consult with appropriate professionals regarding all physical aspects of the property, including,  
53 but not limited to, built-in appliances, plumbing, heating, air conditioning, electrical systems, foundation, roof, structure, pool/spa systems and  
54 components, and any personal property included in the sale.

55 **8. SQUARE FOOTAGE / ACREAGE:** Buyer is advised to consult with appropriate professionals regarding the square footage, room dimensions,  
56 lot size, and age of property improvements. **ANY NUMERICAL STATEMENTS BY THE COMPANY REGARDING THESE ITEMS ARE**  
57 **APPROXIMATIONS ONLY AND SHOULD NOT BE RELIED UPON.**

58 **9. SEWER SYSTEM:** Buyer is advised to consult with appropriate professionals regarding sewer and septic systems and components. The  
59 property may not be connected to a public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach  
60 fields may need to be inspected.

61 **10. WATER & UTILITY AVAILABILITY:** Buyer is advised to consult with appropriate professionals regarding the source and availability of water  
62 and other utility services, any applicable use restrictions, and ownership of water rights and water system. The property may not be connected to  
63 a public water system. A well and well system may require inspection.

64 **11. GEOLOGIC CONDITIONS:** Buyer is advised to consult with appropriate professionals regarding possible geologic conditions at or near the  
65 property. Such geologic conditions may include, but are not limited to, soil and terrain stability, the existence of wetlands, and drainage problems.

66 **12. FEDERAL FAIR HOUSING COMPLIANCE:** Buyer is advised to consult with appropriate professionals regarding neighborhood or property  
67 conditions including, but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural  
68 activities; crime statistics, fire protection; other governmental services; existing and proposed transportation; construction and development;  
69 noise or odor from any source; and other nuisances, hazards, or circumstances. All properties will be shown without regard to race, color,  
70 religion, sex, national origin, handicap or familial status and any other current requirements of federal fair housing laws.

71 **13. TAX/LEGAL CONSEQUENCES:** Buyer is advised that this transaction has tax and legal consequences for the Buyer. The Buyer is advised  
72 to consult with appropriate legal and tax advisors regarding this transaction.

73 **RECEIPT AND ACKNOWLEDGEMENT OF BUYER**

74 I agree to hold \_\_\_\_\_ harmless from any liability with regard to the above issues.  
75 (company)

76 I carefully reviewed this Property Checklist. I understand my right and the recommendation of the Company to consult with appropriate experts  
77 and professionals prior to, or as part of an offer to purchase any property.

78 **I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY**  
79 **OFFER TO PURCHASE ANY PROPERTY.**

80 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

81 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

