

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction within the inspection contingency period. 10

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13

Standard Owner's Policy. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17

Extended Policy. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21
of any survey required by the title insurer. 22

3. **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller shall maintain the 23
Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); 24
grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system 25
become inoperative or malfunction prior to transfer of possession, Seller shall either repair, or replace the 26
same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property 27
within 5 days prior to transfer of possession to verify that Seller has complied with this Paragraph 3. Buyer 28
and Seller understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing 29
or Seller's breach of this Paragraph 3. 30

4. **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 31
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 32
disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all 33
trash, debris and rubbish on the Property prior to Buyer taking possession. 34

5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 35
 public water main; public sewer main; septic tank; well (specify type) _____ ; 36
 irrigation water (specify provider) _____ ; natural gas; telephone; 37
 cable; electricity; other _____ . 38

6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 39
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 40
Buyer the information below in writing as soon as available: 41

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 42
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 43
OTHER INSULATION DATA: _____ 44

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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Continued

7. **Leased Property.** Buyer acknowledges that Seller leases the following items of personal property: 45
 propane tank; security system; satellite dish and operating equipment; other _____ 46
Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any 47
further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. 48
8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 49
other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 50
available from the Association) within _____ days (10 days if not filled in) of mutual acceptance: 51
- a. Association rules and regulations, including, but not limited to architectural guidelines; 52
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
 - c. Association meeting minutes from the prior two (2) years; 54
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
 - e. Association financial statements from the prior two (2) years and current operating budget. 56
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not 57
filled in) of receipt of the above documents or the date that the above documents are due, whichever is 58
earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 59
Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be 60
refunded to Buyer. 61
9. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 62
excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 63
removal of the Excluded Item(s). Excluded Item(s): 64

_____ 65
_____ 66
10. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 67
additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 68
- a. Home warranty provider: _____ 69
 - b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, 70
together with any included options, and Buyer shall pay any balance. 71
 - c. Options to be included: _____ 72
_____ (none, if not filled in). 73
 - d. Other. _____ . 74
11. **Other.** 75
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