

**AS IS ADDENDUM FOR
CONVEYANCE OF PROPERTY**

**ADDENDUM TO EARNEST MONEY CONTRACT BETWEEN THE UNDERSIGNED PARTIES
CONCERNING PROPERTY AT**

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- 1. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, SELLER AND BUYER AGREE THAT BUYER WILL ACCEPT THE PROPERTY "AS IS" WITH ANY AND ALL DEFECTS, INCLUDING, BUT NOT LIMITED TO LATENT DEFECTS, AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE.**
 2. Buyer acknowledges that Buyer is not relying on any representation, statement or other assertion with respect to the Property condition, but is relying on Buyer's examination of the Property. Buyer takes the property with the express understanding that Seller has made and will make no warranties, expressed or implied, regarding the property, other than the warranties of title contained in the deed conveying the Property to Buyer. These provisions shall survive closing and will be restated in Seller's deed conveying title to the Property.
 3. Buyer specifically acknowledges that Buyer has full and complete access to the Property to conduct inspections and has not relied upon and will not rely upon any written or oral statements or representations made by Seller or any representative of Seller.
 4. Buyer and Seller also acknowledge that they each possess relatively equal bargaining positions.
 5. Buyer acknowledges that the provisions of this Addendum are conspicuous and that Buyer has read, understood and agreed to the terms of this Addendum. Buyer further acknowledges that the Sales Price has been negotiated and reflects that the Property is sold by the Seller and purchased by the Buyer subject to the terms of this addendum. Buyer is advised to seek legal counsel to insure that Buyer is fully aware of the effect of the provisions of this Addendum.
 6. The provisions of this Addendum will survive closing of the sale of the Property.

Seller

Buyer

Seller

Buyer

This form has NOT been approved by the Texas Real Estate Commission. No representation is made as to the legal validity or adequacy of any provision in any specific transaction.