



IN ITS PRESENT CONDITION ADDENDUM

1 **SELLER:** _____ Kenneth Hicks and Irene Hicks (AMC) _____
 2 **BUYER:** _____
 3 **PROPERTY:** _____ 18307 East 27th Terrace South, Independence, MO 64057 _____
 4
 5

6 Notwithstanding any other terms of the Contract, the Property is being sold in its present condition, which includes
 7 all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no warranty,
 8 expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for any
 9 particular purpose.

- 10
 11 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.
 12 BUYER has the right to ask for repairs.
 13 SELLER may deny any requests for repairs.
 14 BUYER understands SELLER has expressed intent to make no repairs. However, per the Wood
 15 Destroying Insects section of the Inspection Paragraph, SELLER agrees to pay to have the Property
 16 treated for wood destroying insects.
 17 BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.
 18
 19 2. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.
 20 SELLER will make no repairs and/or treatments.
 21 BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.
 22 BUYER waives any right to renegotiate pursuant to the inspection provisions in the Contract.
 23
 24 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract.
 25 SELLER will make no repairs and/or treatments.
 26 BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.
 27

28 It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the
 29 obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.
 30

31 SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state
 32 of repair as at the time of agreement and SELLER is still responsible to care for the Property through the
 33 Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the
 34 Residential Real Estate Sale Contract.
 35

36
 37

<i>Kenneth Hicks</i>	07-19-2021	
SELLER	DATE	BUYER

40
 41

<i>Irene Hicks</i>	07-19-2021	
SELLER	DATE	BUYER

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/17. All previous versions of this document may no longer be valid. Copyright January 2021.