



## Pool, Spa, and Sprinkler Addendum



This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties dated \_\_\_/\_\_\_/\_\_\_ covering property located at \_\_\_\_\_.

Please be advised that it is mutually understood and agreed between Buyer and Seller that: (Choose *one* of the following)

- |    | Buyer | Seller |  |
|----|-------|--------|--|
| A. | _____ | _____  | Buyer chooses to accept pool/spa/sprinkler in “as-is” condition, and Seller is released of any liability for repair claims which may arise;  |
| B. | _____ | _____  | Subject to the inspection provisions of the Purchase Agreement, Buyer accepts pool/spa/sprinkler in “as-is” condition and Seller is released of any liability;   |
| C. | _____ | _____  | Seller agrees to escrow \$_____ with Escrow Agent/Title Company to cover any repairs which may be needed in the event pool/spa/sprinkler is not operable at time of inspection. Should inspection not be available, pool/spa/sprinkler will be opened by date of closing or no later than _____ days after closing or possession (whichever occurs earliest). Escrow Agent/Title Company is instructed to release escrowed monies according to terms herein. |

In the event pool/spa/sprinkler is fully operational when opened, or if Buyer does not open pool/spa/sprinkler within one year after closing or possession (whichever occurs earliest), then Buyer shall be deemed to have accepted pool/spa/sprinkler “as-is” and full escrow shall be returned to Seller.

In the event pool/spa/sprinkler is not operable at time of opening, Buyer shall secure two bids for repairs from two separate contractors and notify Seller by certified mail the nature of repairs required to make pool/spa/sprinkler operational and amount of bids. Seller has 10 calendar days from date notice was received to respond to Buyer with instructions. Seller may:

1. Select contractor Buyer chooses (from submitted bids); and escrowed funds will be used to pay for such repairs. Any monies left in escrow after repairs are made shall be returned to Seller. If there is insufficient money in escrow to pay for repairs, then additional costs shall be borne by Buyer.

- OR -

2. Choose a different contractor (other than those selected by Buyer) and cause repairs to be made at Sellers expense. After all repairs are completed and pool/spa/sprinkler is operational, proof that all invoices are paid-in-full shall be submitted to escrow agent whereupon escrowed monies shall be returned to Seller.

If Seller does not respond within 10 calendar days from receipt of notice, Buyer may select a contractor (from submitted bids) and escrowed funds will be used to pay for repairs. Any monies left in escrow after repairs are made shall be returned to Seller. If there is insufficient money in escrow to pay for repairs, then additional costs shall be borne by Buyer.

## Pool, Spa, and Sprinkler Addendum

Both Buyer and Seller indemnify Broker(s) and/or Escrow Agent/Title Company holding escrowed monies, and each makes no representation as to condition of pool/spa/sprinkler or costs necessary to make pool operational.

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller