

RE/MAX Premiere Selections

ADDENDUM

Air Conditioning

NOW, THEREFORE, it is understood and agreed as follows:
Special Provisions attached to and hereby made a part thereof, the contract dated _____

on Lot _____ Block _____ Subdivision _____

located at _____

between (Purchasers) _____

and (Sellers) _____

WHEREAS, by reason of weather conditions, the central air conditioning cannot be inspected as of the date of settlement or the date of occupancy; and WHEREAS, the parties hereto have agreed that the inspection of the central air conditioning shall be deferred until a date no later than May 31, 20____ (Inspection Date), and the Sellers hereby warranty that said central air conditioning system will be in working condition as specified in the above referenced contract on that Inspection Date.

The parties further agree:

- ◆ That the Purchasers and Sellers, together shall make the inspection of the central air conditioning at the earliest practicable date, consistent with the weather conditions, but in no event later than May 31, 20____.
- ◆ That the Purchasers shall give notice to the Sellers of the date and time (which shall be mutually agreed upon) on which the inspection is to be made in order that the Sellers may be present to instruct the Purchasers as to the procedures for operating said equipment, and the Purchasers agree not to attempt the operation of said equipment in the absence of the Sellers. In the event the Purchasers do attempt to operate the air conditioning in the absence of the Sellers, then any warranty, express or implied, by the Sellers shall be deemed to be null and void.
- ◆ In the event the Purchasers do not contact the Sellers for and actually make the inspection of said equipment prior to May 31, 20____, then the Sellers' warranty of said equipment shall expire and become null and void.

Seller

Purchaser

Seller

Purchaser

Date of Acceptance _____, 20____

Address of Purchaser Phone