



The Supplement to Standard PURCHASE CONTRACT is made a part of the PURCHASE CONTRACT, Reference date _____, by and between _____ and _____ (Seller) for the sale of the Property located at: _____ TMK _____ (the Property).

Place a check mark in the box to make the appropriate Special Term a part of this Purchase Contract otherwise known as (PC). State: N/A in the box if the Special Term is not apart of this Purchase Contract. DO NOT leave any empty boxes on this Addendum.

Buyer and Seller agree that the PURCHASE CONTRACT (PC) is amended as follows:

___ D-1 **Conformance to Tax Office Records.** Seller warrants that all improvements conform to Tax Office records and were built with all necessary building permits and all known encroachments have been disclosed.

___ D-2 **Earnest Money Deposit.** Seller has the option to declare this contract null and void pursuant to Termination Provision C-28 of (PC), if any earnest money deposits are not made as required by the (PC) or if a Buyer’s earnest money check is not negotiable.

___ D-3 **Cash Funds.** Buyer to provide satisfactory evidence of the availability of cash within (5) calendar days of acceptance. If Buyer is unable to provide satisfactory evidence within that time frame, Seller has the option to declare this contract null and void pursuant to Termination Provision C-29 of (PC).

___ D-4 **Agency Disclosure Dual Agency.** Addenda # _____, # _____ are made a part of this contract.

___ D-5 **Appraisal.** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the lender has delivered to the purchaser a written statement setting forth the appraised value of the property (excluding closing costs) of the not less than \$_____. The Buyer shall, however, have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation.

___ D-6 **Appraisal.** Buyer shall request for the appraisal immediately upon loan application.

___ D-7 **Sale of Buyer’s Residence.** Buyer to provide Seller with a copy of the (PC) on the sale of Buyer’s residence within () calendar days acceptance of said (PC). This offer is subject to Seller’s approval of this (PC) within () calendar days after receipt. Seller shall not unreasonably withhold approval, but shall use this clause to be assured that there are not conditions that would adversely affect this sale. In the event Seller disapproves the (PC), Seller shall have the right to cancel this contract pursuant to Termination Provision C-29 of (PC).

Buyer(s) Initial and Dale

Seller(s) Initials and Date



- _____ D-8 **Insurance.** This offer is contingent upon Buyer obtaining the necessary insurance required by Buyer's lender. If Buyer cannot obtain said insurance at a cost that does not adversely affect Buyer's loan qualification, Buyer may cancel this (PC) and Termination Provision C-30 shall apply.
- _____ D-9 **Leasehold Disclosure.** Seller shall have all leasehold disclosure documents (see Residential Leasehold property Addendum) prepared by either a disclosure services company or an attorney familiar with real estate and leasehold matters.
- _____ D- 10 **IRC 1031 Exchange.** Buyer _____ Seller _____ is aware that Buyer _____ Seller _____ may be selling _____ buying _____ the property by way of an exchange under the provisions of Internal Revenue Code Section 1031 Buyer and Seller agrees to participate and cooperate in such an exchange with such exchange incurred by the Buyer _____ Seller _____.
- _____ D-11 **Reference Offer Term C-44 Disclosure: Flood Zone.** Buyer is hereby advised that the Subject Property may be located in an area that is a FLOOD HAZARD ZONE. Lenders may require Buyer to purchase Flood Insurance in order to obtain any loan secured by the Subject property. In addition, the City and County have special requirements for obtaining building permits for properties located in Flood Hazard Districts. Buyer should contact the National Flood Insurance Office for more information regarding flood zones, and the City and County Building Department concerning building permits.
- _____ D- 12 **Reference Offer Term C-38 and C-39: Foreign and/or Non-Resident Seller.** If no FIRPTA and/or HARPTA forms are attached and made a part of this (PC), Seller is aware that Escrow is authorized to withhold the required amounts to forward to the State Tax Department and/or IRS. Seller is further aware that if Escrow does not have adequate funds to withhold in Escrow, Seller to provide Escrow with funds necessary to satisfy tax requirement or proper tax exemption forms prior to the Scheduled Closing Date, or Buyer may elect to terminate this (PC) and the Termination Provision C-21 shall apply.
- _____ D- 13 **Reference Offer Terms C-32 and C-33: Mediation & Arbitration.** The American Arbitration Association has ceased operating in Hawaii. Buyer and Seller agree to substitute ADR Hawaii or Dispute Prevention & Resolution Inc. in place of the American Arbitration Association. Determination as to which company to use will be made by the first party to file.

Buyer(s) Initial and Dale

Seller(s) Initials and Date



_____ D-14 **Reference Offer Term C-59 Termite Report:** Seller and Real Estate Agents make no representation or warranty that the property is free of hidden termite damage or infestation of which they are unaware. Buyer and Seller release Agents from any and all liability regarding termites. Once Buyer has exercised his/her right to inspect and has approved the current TIR, Buyer agrees to take the property with such damage, if any.

_____ D- 15 **Reference Offer Term C-5 1 Home inspection:** Pacific Realty Ventures strongly advises Buyer(s) to obtain a professional Home Inspection as well as any other expert inspection or opinion that may be indicated by the condition of the home. Buyer and Seller understand that Real Estate Brokers and Agents are not expert in the field of home construction and are not qualified to give opinions in these matters. **We strongly recommend against performing a home inspection yourself.** Buyer's Agent will provide Buyer a list of three (3) Home Inspectors upon Buyer's request.

_____ D- 16 **MOLD AND MILDEW:** Tropical climates with warm temperatures, high humidity and frequent precipitation are conducive to the propagation of mold, mildew, fungus and other types of bacterial growths. Though a home, building, deck, surface or other improvement on a property can be cleaned to satisfactory appearance there is no guaranty that mold, mildew, fungus and other types of bacterial growths can be eliminated. A Purchaser should be aware that all properties have hidden, enclosed and unreachable areas where growths can occur and not be detected. If the Purchaser, any member of their family, or persons who will inhabit subject property has respiratory, skin or other health ailments or conditions that can be effected by mold, mildew, fungus or other types of bacterial growths they should seek counsel before completing this purchase. Individuals who may be capable of providing counsel are professional home inspectors, medical health professionals, scientific research professionals, Certified Industrial Hygienist (CIH) or other environmental specialists and/or others who have requisite knowledge in matters of detection and lab analysis services.

Neither the Sellers, Brokers nor Agents associated with this contract have the requisite knowledge to provide counsel as to the presence, likelihood of conditions conducive to propagation of mold, mildew, fungus and other type of bacterial growths. Nor can the aforementioned individuals associated with this contract counsel the Purchasers as to the effect the aforementioned conditions can have related to their health, welfare and continued enjoyment of this property. The Purchaser cannot hold liable the Sellers, Brokers or Agents associated with this transaction related to the skill, ability and professional performance of those individuals the Purchaser hires for the purpose of inspection and analysis. The purchaser is solely responsible for the selection and hiring of these individuals.

Buyer(s) Initial and Dale

Seller(s) Initials and Date



_____ D- 17 **TERMITE INSPECTION:** C-59 of the (PC) requires the Seller to take steps to halt live visible infestations only and does not require the Seller to repair any damage to the property resulting from the current or past infestations. Seller represents he has made a reasonable effort to determine whether the property has termite damage, and disclosed all he knows about past or present termite infestations and damage affecting the property. Buyer knows that Seller, as a lay person with no expertise in detection of termite damage, may not be aware of, or fully or accurately describe, existing problems.

Buyer understand that neither Seller, Seller’s agent or the Buyer’s agent has retained, or will retain, any professional assistance to determine whether there is any termite damage; however, a professional termite inspection will be done to satisfy C-59 Buyer acknowledges that there may be hidden termite damage, which Seller, Seller’s agent or Buyer’s agent do not know about and for which Seller, Seller’s agent and Buyer’s agent will not be held liable. The Buyer understands he is free to have qualified professionals inspect the property on his behalf in an effort to detect such damage. Buyer understands that Seller, Seller’s agent and Buyer’s agent recommend that the property be inspected thoroughly by Buyer and Buyer’s choice of qualified professionals.

Buyer understands that Seller, Seller’s agent and Buyer’s agent make no representation or warranty that the property is free from hidden infestation or damage, which they are now unaware. Once Buyer has (a) exercised his right to inspect and approved the current/valid inspection report (TIR), or (b) waived his right to inspect, Buyer agrees to take the property “As Is” with respect to such damage, if any. The cost limit for the TIR as stated in C-59 does not include any cost related to the termite control treatment as recommended by the TIR.

Buyer is aware that the Formosan (subterranean) termite variety works extremely rapidly. These termites may, in spite of chemical treatment, re-infest the house with a short time if they find new avenues of entry. Neither the Seller, Seller’s agent nor Buyer’s agent will be held liable, financial or otherwise, for re-infestation by termites.

Buyer(s) To Check Applicable Boxes:

YES I WANT: **Mold & Mildew Inspection** **Property Inspection** **Termite Inspection**

I DECLINE: **Mold & Mildew Inspection** **Property Inspection** **Termite Inspection**

Buyer(s) Initial and Dale

Seller(s) Initials and Date



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**Supplement to Standard
PURCHASE CONTRACT
Addendum A Cont.**

BROKERS SERVICES AND DISCLAIMERS

In reference to C-68 (scope of Service) and C-69 (Disclaimers by Brokers), Pacific Realty Ventures and all its sales agents strongly recommend and advise the following:

1. Buyer should have the subject property re-keyed upon the closing of this transaction since it is impossible to determine with certainty the number of existing keys for the subject property.
2. Regarding C-19 (Tenancy and Vesting). Buyer should consult their attorney, CPA, or any other professional of their choice in determining their tenancy and vesting.
3. Buyer should contact the management agency, account executive, resident manager, covenant manager, association president and any other person who has knowledge of the problems that may exist at the subject project.
4. Buyer should contact the Department of Land Use, Building Department, Board of Water Supply, Waste Water Management and any other Governmental agency deemed pertinent to this transaction.

ENVIRONMENTAL ISSUES

1. Pesticide/Chemicals. Major portions of agricultural areas on the island of Oahu have been subjected to pesticide treatment for many years. Affected areas include, but are not limited to, Leeward and Central Oahu. Trace chemical elements have been discovered in water and soil in the subdivisions built in these areas. Buyers purchasing property on the island Oahu, are advised to seek information regarding soil and water contamination from the Board of Health, the Environmental Protection Agency, or any other agency that may offer pertinent information.
2. Buyers are advised to seek professional advice regarding the health hazards of electromagnetic fields due to the proximity of overhead and underground electric lines and transmitters.
3. Radon is a radioactive gas that has been found in all fifty states. Buyers are advised to seek more information regarding this issue, at the State of Hawaii, Department of Health, Noise & Radiation Branch.
- 4 Real Estate Agents involved in this transaction are not expert's in environmental matters and are not responsible to provide advice, knowledge, or opinions regarding these issues.

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Seller(s) Initials and Date