

**NEW CONSTRUCTION PROFESSIONAL INSPECTION ADDENDUM**

1 Buyer(s): \_\_\_\_\_  
 2 Seller(s): \_\_\_\_\_  
 3 Property Address or Tax ID #: \_\_\_\_\_  
 4 \_\_\_\_\_ (the "Property")

5 Upon substantial completion of all construction and at Buyer's expense, Buyer may have the Property and all elements and systems thereof  
 6 inspected by one or more professionals of Buyer's choice. Buyer shall have \_\_\_\_ Business Days (ten [10] if not filled in), after the date of Seller's  
 7 written notification to Buyer of the date of issuance of a final Occupancy Permit by the local jurisdiction (hereinafter the "Inspection Period") within  
 8 which to provide Seller with a written punch-list of items (the "Punch-list") Buyer believes are either: (1) Not in substantial compliance with the  
 9 applicable building codes; (2) Not consistent with local industry building standards, or (3) Not in substantial compliance with any written plans or  
 10 specifications agreed upon between Buyer and Seller. Buyer and Seller shall make a good faith effort to promptly agree upon which items on the  
 11 Punch-list shall be corrected. However, the failure to reach such final agreement shall not excuse Seller from correcting those items about which  
 12 there is no disagreement. Seller shall make a good faith effort to correct the agreed-upon items on the Punch-list prior to the closing date, subject to  
 13 the understanding items affecting habitability of the home shall be corrected first. Seller shall correct all habitability items on the Punch-list prior to  
 14 the closing date. If Seller is unable to do so, after making a good faith effort, the closing date shall be extended by an amount of time reasonably  
 15 necessary for completion, but in no event exceeding \_\_\_\_ additional Business Days (seven [7] if not filled in). Seller's failure to complete any  
 16 remaining habitability items by the extended closing date shall constitute a material breach, and Buyer may terminate this Sale Agreement and  
 17 recover all deposits and other sums paid to Seller under the Agreement or may exercise any other remedies available under the Sale Agreement.  
 18 However, Seller's failure to complete any remaining non-habitability items by the closing date or extended closing date, shall not excuse Buyer from  
 19 closing this transaction in accordance with the terms hereof. Seller shall complete all remaining agreed-upon Punch-list items within \_\_\_\_ Business  
 20 Days (twenty [20] if not filled in) following the closing date.

21 If Buyer fails to provide Seller with a written Punch-list by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have  
 22 accepted the condition of the Property. However, notwithstanding the prior sentence, the closing of this transaction will not constitute a waiver by  
 23 Buyer of any defects in construction which may constitute a violation of any applicable building codes, local industry building standards, or those  
 24 express or implied warranties otherwise available to Buyer.

25 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

26 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

27 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

28 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

29 Buyer's Agent \_\_\_\_\_ Seller's Agent \_\_\_\_\_