

ADDITIONAL PROVISIONS ADDENDUM

Property Address: \_\_\_\_\_

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Vacant Lot Offer to Purchase and Contract ("Contract"). Those provisions marked "N/A" shall not apply.

1. \_\_\_\_\_ EXPIRATION OF OFFER: This offer shall expire unless acceptance is delivered to Buyer or to \_\_\_\_\_, on or before \_\_\_\_\_  AM  PM, on \_\_\_\_\_, or until withdrawn by Buyer, whichever occurs first.

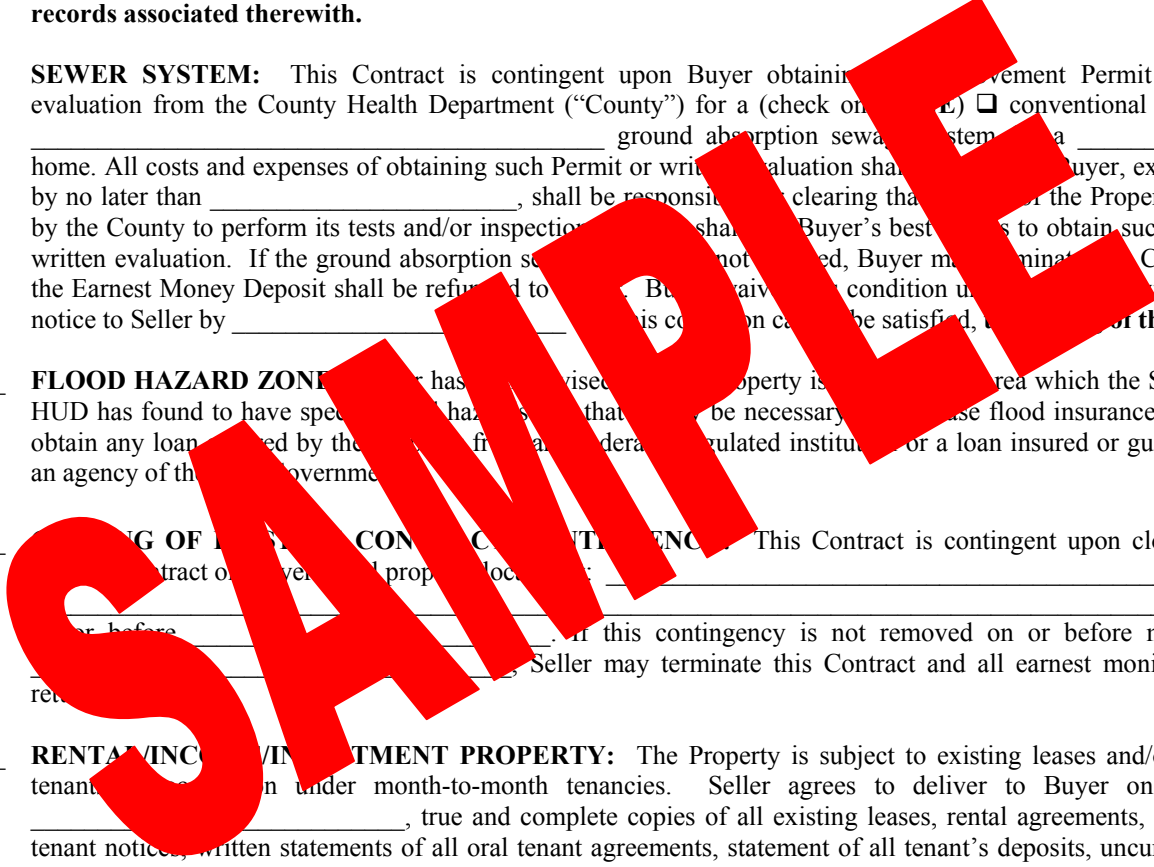
2. \_\_\_\_\_ INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.

3. \_\_\_\_\_ SEWER SYSTEM: This Contract is contingent upon Buyer obtaining a Sewerage Removal Permit or written evaluation from the County Health Department ("County") for a (check one)  conventional or  other \_\_\_\_\_ ground absorption sewer system for a \_\_\_\_\_ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be the responsibility of Buyer, except Seller, by no later than \_\_\_\_\_, shall be responsible for clearing the \_\_\_\_\_ for the Property required by the County to perform its tests and/or inspection. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewer system is not approved, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer's obligation under this condition is contingent upon Seller providing written notice to Seller by \_\_\_\_\_ this condition can be satisfied, \_\_\_\_\_ of the essence.

4. \_\_\_\_\_ FLOOD HAZARD ZONE: Property has been determined to be in an area which the Secretary of HUD has found to have special flood hazards such that it may be necessary to purchase flood insurance in order to obtain any loan insured by the Federal Reserve Board or a loan insured or guaranteed by an agency of the Federal Government.

5. \_\_\_\_\_ CONTINGENCY: This Contract is contingent upon closing of an \_\_\_\_\_ contract on \_\_\_\_\_ property located at \_\_\_\_\_ or before \_\_\_\_\_. If this contingency is not removed on or before midnight of \_\_\_\_\_ Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

6. \_\_\_\_\_ RENTAL/INCOME/INVESTMENT PROPERTY: The Property is subject to existing leases and/or rights of tenancy in \_\_\_\_\_ under month-to-month tenancies. Seller agrees to deliver to Buyer on or before \_\_\_\_\_, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A11 - T © 7/2004

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL YOU DO NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer: \_\_\_\_\_ ( ) \_\_\_\_\_

Buyer: \_\_\_\_\_ (REALTOR) \_\_\_\_\_

Seller: \_\_\_\_\_ (S ) \_\_\_\_\_

Seller: \_\_\_\_\_ (AL) \_\_\_\_\_ Date: \_\_\_\_\_

**SAMPLE**