



**"AS IS" CONDITION ADDENDUM**  
**Hawaii Association of REALTORS® Standard Form**  
**Revised 7/18 (NC) For Release 5/19**



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"AS IS" CONDITION ADDENDUM is made a part of Purchase Contract:

Purchase Contract Reference Date: \_\_\_\_\_

Property Reference or Address: \_\_\_\_\_

Tax Map Key: Div. \_\_\_\_\_ /Zone \_\_\_\_\_ /Sec. \_\_\_\_\_ /Plat \_\_\_\_\_ /Parcel(s) \_\_\_\_\_ /CPR(s) \_\_\_\_\_ (if applicable).

1. **Purpose of this "AS IS" Condition Addendum ("Addendum").** Buyer understands and agrees that this Addendum is a material factor in Seller's acceptance of the Purchase Price for the Property and that Seller would not have been willing to sell the Property to Buyer unless Buyer accepted the terms of this Addendum.
2. **Sale in "AS IS" Condition.** Seller will sell and transfer the Property at closing in "AS IS" condition. The term "Property" includes all land and improvements (including but not limited to the roof, walls, foundations, soils, plumbing, electrical and mechanical systems, etc.), real property, and personal property (if any). Except as may be otherwise expressly provided in the Purchase Contract, and Seller's disclosures, SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS OR UPGRADES TO THE PROPERTY AND WILL TRANSFER THE PROPERTY WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED. By way of illustration (and not limitation), Seller makes no representations or warranties that the Property: (a) conforms to current (or past) building codes; (b) has all required building permits; or (c) complies with the laws, rules, ordinances or regulations of any government, association, or other body. Seller shall not be responsible for any latent defects, hidden defects, or defects which time may reveal.
3. **Seller's Continuing Responsibilities. SELLER REMAINS OBLIGATED TO DISCLOSE MATERIAL FACTS IN WRITING TO BUYER, AS SUCH OBLIGATION IS SET FORTH IN PARAGRAPHS I-1 AND I-2 OF THE PURCHASE CONTRACT.** In addition, this Addendum does not eliminate any of Seller's responsibilities or obligations as may have been agreed to in the Purchase Contract.
4. **Buyer's Rights and Responsibilities.** Buyer is strongly advised to inspect, within the time frames stated in the Purchase Contract, the Property and all public and association records relating to the Property. Such inspections should be made personally and by qualified experts (such as a professional home inspector) selected by Buyer. Buyer accepts the responsibility for making reasonable inquiry regarding Buyer's concerns about the Property, including the Property's physical condition and whether the Property is suitable for any use or purpose which Buyer may intend. Buyer acknowledges that there may be material facts of which Seller is not aware which qualified experts may be able to discover. Buyer also acknowledges that even thorough inspections by qualified experts might not reveal all defects in the Property, and that there may be latent defects, hidden defects, or defects which time may reveal.
5. **Buyer's Acceptance of Property in "AS IS" Condition.** Subject to Buyer being furnished with Seller's disclosures and having the opportunity to inspect the Property, as provided for in the Purchase Contract, and with knowledge and acceptance of all the disclosures, disclaimers, conditions, and agreements contained in the Purchase Contract and in this Addendum, Buyer understands and agrees that, except as may be expressly otherwise provided in the Purchase Contract, and Seller's disclosures, the Property will be sold and transferred at closing in "AS IS" CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.
6. **Buyer's Release and Waiver.** Buyer agrees to give up, waive and relinquish all rights to assert any claim, demand, proceeding, or lawsuit of any kind against Seller and/or Brokerage Firms (and their licensees) involved in this transaction with respect to the condition or use of the Property, except for claims which are based upon Seller's and/or Brokerage Firms' (and their licensees') failure to disclose material facts.
7. **Survival.** The terms and conditions of this Addendum will survive the closing and will not merge with the provisions of any closing documents.
8. **Special Terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUYER AND SELLER ARE ADVISED TO CONSULT WITH AN ATTORNEY REGARDING THIS ADDENDUM. BUYER AND SELLER UNDERSTAND AND AGREE TO THE TERMS CONTAINED IN THIS "AS IS" CONDITION ADDENDUM.**

Buyer	Date	Seller	Date
Matthew Wong			

Buyer	Date	Seller	Date
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**NOTE:** THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Purchaser **Matthew Wong** \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_



**VA FINANCING ADDENDUM**  
**Hawaii Association of REALTORS® Standard Form**  
**Revised 12/17 (NC) For Release 5/19**



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VA FINANCING ADDENDUM is made a part of Purchase Contract:

Purchase Contract Reference Date: \_\_\_\_\_

Property Reference or Address: \_\_\_\_\_

Tax Map Key: Div. \_\_\_\_\_ /Zone \_\_\_\_\_ /Sec. \_\_\_\_\_ /Plat \_\_\_\_\_ /Parcel \_\_\_\_\_ /CPR \_\_\_\_\_ (if applicable).

1. **Escape Clause.** It is expressly agreed that, notwithstanding any other provisions of the Purchase Contract, Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the Purchase Price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. (Authority: 38 U.S.C. 501, 3073(c) (1)).

2. **Cancellation.** Seller agrees that the Purchase Contract is contingent on financing with a VA guaranteed loan. If the financing specified in Paragraphs H-3 & H-4 of the Purchase Contract is not obtained within these timeframes, Buyer may elect to terminate this Purchase Contract pursuant to the termination provisions of Paragraph O-3, and Buyer's deposits shall be promptly returned in full, or as otherwise agreed by the parties in the Purchase Contract.

3. **Termite Inspection.** As required by the VA, Buyer cannot pay for the Termite Inspection Report.

4. **Discount Points, VA Funding Fee, and Other Fees.** Under VA Loan Guidelines, Buyer may not pay for the VA "Non-Allowables": escrow, notary, mortgage, assignment of mortgage, leasehold or deed documentation, title endorsement, photos or inspections, attorneys, homeowners association maintenance transfers, tax services, underwriting, processing, recording, fund wires, couriers, and tracking fees, as applicable, along with any other fees not allowed to be charged to Buyer unless the Veteran is not charged a *loan origination fee* by his Lender (which may not exceed 1% of the loan amount). Only then can the Veteran pay the VA "Non-Allowables", but **only** up to 1% of the loan amount.

[     ] Seller Credit. Seller agrees to credit Buyer \$ \_\_\_\_\_ to be applied first to VA "Non-Allowable" closing costs and then toward any other related closing costs. Any excess credit to be applied at Buyer's discretion per VA Guidelines.

5. **Special Terms.** \_\_\_\_\_

**BUYER AND SELLER ARE ADVISED TO CONSULT WITH AN ATTORNEY REGARDING THIS ADDENDUM. BUYER AND SELLER UNDERSTAND AND AGREE TO THE TERMS CONTAINED IN THIS VA FINANCING ADDENDUM.**

\_\_\_\_\_  
Buyer  
Matthew Wong

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

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**FHA ADDENDUM**  
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FHA FINANCING ADDENDUM is made a part of Purchase Contract:

Purchase Contract Reference Date: \_\_\_\_\_

Property Reference or Address: \_\_\_\_\_

Tax Map Key: Div. \_\_\_\_\_ /Zone \_\_\_\_\_ /Sec. \_\_\_\_\_ /Plat \_\_\_\_\_ /Parcel(s) \_\_\_\_\_ /CPR(s) \_\_\_\_\_ (if applicable).

Buyer shall not incur any penalty by forfeiture of deposits or otherwise, nor be obligated to purchase the Property, if the Purchase Price exceeds the appraised value of the Property as established by the Department of Veterans Affairs, the Federal Housing Administration, or the Department of Housing and Urban Development. However, Buyer shall have the option of proceeding with the purchase of the Property, regardless of the appraised value.

Buyer <b>Matthew Wong</b>	Date	Seller	Date
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Buyer	Date	Seller	Date
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**REAL ESTATE CERTIFICATION**

The undersigned certify that the terms of the Purchase Contract for the purchase of the Property referenced above are true to the best of Buyer's and Seller's knowledge, and that any other agreement entered into between Buyer and Seller in connection with this transaction is attached to the Purchase Contract.

**NOTE:** The lender may require original signatures of all parties and their agents.

Buyer	Date	Seller	Date
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Buyer	Date	Seller	Date
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Buyer's Agent	Date	Seller's Agent	Date
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**iNet Realty**  
**Addendum to the Purchase Contract**

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

PURCHASE CONTRACT Reference Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

iNet Realty Agent: \_\_\_\_\_

**1. Building Permits Disclosure.**

Buyer is aware that many residential properties do not have all building permits as required by county ordinances and/or may not have been built according to the plans or Building Permits issued. **During the J-1 inspection period, Buyer or Buyer's contractor, architect or other expert(s) are advised to review, among other things, the Property's building permit file, which may indicate whether structural modifications, additions and/or other items modified and/or changed were done with properly issued permits and if these building permits were inspected and signed by the appropriate count officials.** Buyer understands that Real Estate Brokers are not qualified to give opinions on these matters including but not limited to proper examination and analysis of the permit file contents.

**2. Professional Home/ Property Inspection/ Home Warranty Programs.**

Buyer and Seller understand that the Inspections referred to in paragraph J-1 encompass a wide range of professional fields and expertise. Buyer and Seller understand that Real Estate Brokers are not qualified to give opinions on these matters and acknowledge that neither party is relying on the Brokers for these services. **iNet Realty STRONGLY RECOMMENDS THAT BUYER OBTAIN A PROFESSIONAL GENERAL HOME INSPECTION AS WELL AS SURVEYS AND INSPECTIONS IN SPECIALIZED AREAS BEYOND THE SCOPE OF GENERAL HOME INSPECTION.** Buyer further acknowledges that Buyer's Broker at Buyer's request may Provide Buyer a list of at least three Home Inspectors.

J-1 is appended as follows: If buyer has requested in writing that seller make improvements to the property within the time frame specified in J-1 and seller has not responded in writing, the J-1 time frame to be extended until seller responds in writing and buyer has had 48 hours after seller's response to accept the property or to terminate the purchase contract.

Check one: **(Buyer to check the appropriate choice at submission or acceptance of PURCHASE CONTRACT)**

\_\_\_\_\_ Buyer elects to obtain a Professional Home Inspection at Buyer's Expense.

\_\_\_\_\_ Buyer declines to obtain a Professional Home Inspection.

Check one: **(Buyer to check the appropriate choice at submission or acceptance of PURCHASE CONTRACT)**

\_\_\_\_\_ Buyer elects to obtain a Home Warranty at Buyer's expense.

\_\_\_\_\_ Buyer declines to obtain a Home Warranty.

\_\_\_\_\_  
Buyer's Signature                      Date

\_\_\_\_\_  
Seller's Signature                      Date

\_\_\_\_\_  
Buyer's Signature                      Date

\_\_\_\_\_  
Seller's Signature                      Date