

ADDENDUM TO PURCHASE AGREEMENT

(FOR USE AS AN ADDENDUM TO A PURCHASE AGREEMENT)

This is a form created by the San Diego Association of REALTORS® and as such is not covered by the C.A.R. User Protection Agreement. This form is intended for use primarily in the San Diego County area.

This is an addendum ("Addendum") to the Residential Purchase Agreement (RPA) ("Agreement"), dated _____, on property known as _____ ("Property"), in which _____ is referred to as "Buyer," and _____ is referred to as "Seller." (The definitions in the Agreement are applicable to this Addendum.)

If the Agreement or any addendum thereto conflicts with this Addendum, this Addendum shall prevail, except that any provision in the Agreement that is manually typed or handwritten shall prevail over any printed provision in this Addendum.

1. **SPQ & SPQA:** Seller shall provide Buyer with the Seller Property Questionnaire (C.A.R. Form SPQ) and Seller Property Questionnaire Addendum (SDAR Form SPQA) to the Real Estate Transfer Disclosure Statement within the time frame specified in Paragraph ____ of the RPA. If Seller fails to deliver to Buyer the C.A.R. form within this time period, Buyer may give Seller a notice to deliver the SPQ, using Notice to Seller to Perform (NSP). If Seller fails to deliver the SPQ and SPQA within the time specified in the NSP, then Buyer may cancel the Agreement in writing and receive a return of Buyer's deposit.

2. **FINANCIAL INTERESTS:** One or both Brokers may have a financial interest in the lender, escrow company or insurance company(s) that may be utilized by Buyer or Seller in this transaction. The parties are not required to use such company, and are encouraged to investigate other service providers. The company(s) in which one Broker or the other has a financial interest or an affiliated business relationship is/are: _____

(Check box if additional disclosures are attached.)

This paragraph does not satisfy any additional disclosures that may be required by the Real Estate Settlement Procedures Act (RESPA).

3. **LICENSING AND RELATIONSHIP DISCLOSURES:**

- a. (Name) _____ (Buyer or Seller) is a licensed real estate salesperson or broker.
- b. (Name) _____, an Agent(s) in this transaction, is related to one of the Principals as follows: _____

4. **LOAN PROGRESS:** If the Agreement contains a loan contingency, Buyer shall keep Seller reasonably informed of the progress of the loan and use reasonable efforts to notify Seller within twenty-four (24) hours of any change of lender or change to any term of the loan. Buyer hereby grants permission to Seller and/or Seller's Agent to obtain information directly from Buyer's lender regarding the status of the loan.

BUYER AND SELLER ACKNOWLEDGE THE TERMS OF THIS ADDENDUM ARE NEGOTIABLE, AND MAY BE ACCEPTED, CHANGED OR REJECTED IN WHOLE OR IN PART.

BUYER AND SELLER ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS ADDENDUM AND HAVE RECEIVED A COPY OF THIS ADDENDUM.

Buyer Date Seller Date

Buyer Date Seller Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION.

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Reviewed by Broker or Designee: _____

Date: _____