

## Virginia REALTORS® Form 600D - Home Inspection Contingency Addendum

The Home Inspection contingency can be an integral part of your contract and you need to ensure you are following the process properly.

Seller per the original contract must allow reasonable access to purchaser's inspectors. These inspectors must be licensed in their trade if such a license does in fact exist and insured. The Purchaser can choose which kind of inspections they would like to have. If you are the Purchaser, speak with your agent as to all the possible choices. Also, if one of your inspectors discovers that you need more inspections you need to inform the seller before the deadline is over for inspections and the deadline will be extended by no more than 5 days for the additional inspection.

After purchaser has completed their inspections they have two options. They can terminate the contract or negotiate. If purchaser wants to terminate the contract they do not have to provide a detailed reason why other than terminating because of the results. The termination must also include evidence that the home inspection was conducted. If purchaser terminates then the seller can request a copy of the inspection report and purchaser will provide it.

The second option is to negotiate repairs. This addendum defines what kind of repairs are allowed, in essence, it must only be repairs that had you known would affect the price of the home and the average person would agree with you that they need repaired. The kind of repairs that are not part of the negotiation are cosmetic, preferences, or old items that are still in working condition. To negotiate, the purchaser must provide a copy of the inspection report(s), a written addendum with the repairs requested, and the requested fix for the repair. **The purchaser will only ask for the allowed repairs and the seller will only negotiate the allowed for repairs.**

If the purchaser wants to negotiate repairs then both the purchaser and the seller have a number of days listed in this addendum to come to an agreement. Both purchaser and seller can make as many negotiation requests as they want until the end of the negotiation period. If purchaser and seller agree before the negotiation period ends then a removal of this contingency needs to be signed and the agreement will contain the terms of the repairs and fixes will be included. If at the end of the negotiation period purchaser and seller do not agree the purchaser has a listed number of days to deliver written notice to the seller to terminate the contract.

Please take note of who the deposit made at the beginning of the contract will go to in the event there is a termination.