



# PROPERTY INSPECTION CONTINGENCY ADDENDUM

Purchase and Sale Contract between:

City of Barre \_\_\_\_\_ (Seller) and

Olivia Dunton for Fox Market LLC \_\_\_\_\_ (Purchaser).

Property Location 135 North Main Street \_\_\_\_\_ Barre City \_\_\_\_\_ (Property)  
Street City/Town

The Contract Date is 04/28/2023 (insert date from Section 30 of Purchase and Sale Contract).

Purchaser's obligation to close under the above Contract is subject to the contingency that Purchaser, at his/her sole expense, obtain an inspection or inspections of the Property by a Vermont licensed property inspector(s) selected by Purchaser. The inspection(s) may include, but shall not be limited to, the **roof, foundation, structural, mechanical, heating, plumbing, electrical, water** (including water potability), **radon** (including air and/or water), **wastewater/septic/sewage, or other systems or improvements on the Property**. If the results of any water potability tests indicate that the water is not potable under Vermont or Federal EPA standards applicable to the water system serving the Property, the water potability shall be deemed unsatisfactory under this Addendum, but not otherwise. If the results of any air radon tests show that the air radon level is not within applicable federal guidelines (less than 4 picocuries per liter) the air radon tests shall be deemed unsatisfactory under this Addendum, but not otherwise.

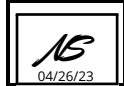



**INSPECTION DEADLINE:** All Property inspection(s) shall be fully performed and completed, including results of all tests conducted as part of such inspection(s), not later than 21 **CALENDAR DAYS** after the **Contract Date**.





**Check Applicable Option:**

- A. If the results of such inspection(s) are unsatisfactory to Purchaser, Purchaser shall have the right to terminate this Contract, provided Purchaser shall give Seller written notice of Purchaser's decision to terminate this Contract based upon the results of the inspection(s) not later than 7 **CALENDAR DAYS** after the **INSPECTION DEADLINE**.
- B. If the inspection(s) disclose(s) substantial defects or deficiencies which, based upon written, signed estimates from independent qualified inspectors, contractors or other persons specializing in the type of repair needed, would cost, in the aggregate, more than \$ \_\_\_\_\_ to repair, Purchaser shall have the right to terminate this Contract, provided Purchaser shall give Seller written notice of Purchaser's decision to terminate this Contract based upon the results of the property inspection(s) not later than \_\_\_\_\_ **CALENDAR DAYS** after the **INSPECTION DEADLINE**. As part of such notice, Purchaser shall provide Seller with copies of all such written signed estimates.

C. In the Event of a Special Election:

If the Purchaser is unable to purchase the property due the special election provision of the City Charter, the Seller agrees to reimburse the Purchaser's cost of a property inspection. Purchaser shall provide a copy of the paid invoice for reimbursement within 7 days of the contract termination.

Seller's Initials    

Purchaser's Initials    

**TIME IS OF THE ESSENCE as to the INSPECTION DEADLINE and any NOTICE OF PURCHASER'S TERMINATION of the Contract Pursuant to this Addendum.**

If notice of Purchaser's decision to terminate the Contract based upon the results of the property inspection(s) is not provided to Seller as set forth in option A, B or C above, or if the inspection(s) is not fully performed and completed, including results of all tests conducted as part of such inspection(s), by the INSPECTION DEADLINE, this contingency shall be deemed waived and shall be of no further force and effect.

In the event Purchaser terminates this Contract in accordance with the provisions of this Property Inspection Contingency Addendum, all Contract Deposit(s) shall be forthwith returned to Purchaser subject to rules and regulations applicable to Escrow Agent, the Contract shall be terminated and shall be of no further force and effect. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposit(s).

Any notices required to be sent under this Property Inspection Contingency Addendum shall be sent in accordance with Section 29 of this Contract.

Seller hereby agrees to provide access to the Property upon reasonable prior notice for purposes of the above inspection(s). Any damage caused to the Property as a result of the inspection(s) shall be Purchaser's responsibility.

Seller: *Nicolas Storellicastro* dotloop verified  
04/26/23 9:17 AM EDT  
BEWX-R5K0-MUR8-SWSA  
(Signature) Date

Purchaser: *Olivia Duntan for Fox Market LLC* dotloop verified  
04/22/23 9:53 PM EDT  
REYU-R82H-Z3R7-IFEY  
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date