



## **7. Excluded Fixtures & Personal Property**

All fixtures are included in this transaction except those items listed below, which are specifically excluded: *[list]*

## **8. Condition of Property**

The Property is being sold "as is". Seller makes no warranties or representations about the condition or value of the Property or any portion thereof, or that the Property complies with local, county, state or federal ordinances or statutes. Purchaser makes this offer in full reliance upon its own independent investigation, judgment and valuation of the Property. There are no verbal agreements between the parties which modify or affect this offer. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed on the part of Seller.

## **9. Purchaser to Obtain Certificates**

It is Purchaser's responsibility to obtain certificates of occupancy and any other municipal certificates required. Seller shall not be responsible to provide a Certificate of Occupancy or any other certificate from the municipality in connection with the transfer of the Property. Purchaser should contact the municipality regarding any matters which are of concern prior to signing this contract. By signing this contract, Purchaser acknowledges that it has made the necessary investigation concerning obtaining a Certificate of Occupancy or any other certificate required by the municipality with respect to the transfer of the Property.

## **10. Repair Limitation**

In no event will Seller make expenditures totaling more than \$ \_\_\_\_\_ for repairs to the Property prior to transferring the Property to Purchaser.

## **11. Risk of Loss**

Seller shall be responsible for any additional damage to the Property, except for normal wear and tear, until the closing of title. If there is substantial damage, Seller reserves the right to cancel the contract and fully refund any deposits made by Purchaser hereunder, or, alternatively, to negotiate the terms of the repairs with Purchaser.

## **12. Property Boundary Lines**

Seller makes no representation that the buildings, structures, driveways, fences and other improvements on the Property are within the boundary lines of the Property or that there is no encroachment of the improvements onto the adjoining properties.

## **13. Title Insurance**

In order to ensure a timely closing, Seller shall order a title binder for the Property from a title company authorized to do business in the State of [state]. Purchaser shall pay for all costs associated with obtaining the title binder. Seller's attorney shall provide Purchaser's attorney with information regarding the title company. In the event that the transaction does not close, through no fault of Purchaser, Seller shall be responsible for payment of all costs associated with obtaining the title binder.