

## INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Referring to a Purchase and Sale agreement dated 09/30/2019 between Adam Hergenrother Family Trust  
Purchaser(s) and Quill Holdings S. A. Seller(s) for the property located at  
292 Maple rd, Stowe, VT 05672 All parties agree to the following conditions:

### INSPECTIONS

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YES/NO

**Structure** Purchaser, at his/her sole expense, shall obtain an inspection of the property, to his/her satisfaction, by a licensed independent property inspector(s) selected and paid for by the Purchaser, within \_\_\_\_ calendar days (10 days if left blank) after the Contract Date. Said inspections shall include, but not be limited to, structural, mechanical, electrical, heating, plumbing, roof, foundation or other systems. Purchaser(s) shall have \_\_\_\_ calendar days (4 days if left blank) from receipt of any report to notify Seller(s) of their desire to terminate this contract because of such inspections.

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YES/NO

**Fireplaces/Chimneys** ☐ Seller(s) ☐ Purchaser(s) shall have all chimneys cleaned and inspected by a professional who will provide Purchaser(s) with written notification within \_\_\_\_ calendar days (14 if left blank) of Contract Date that the chimneys have been cleaned, are code compliant, and are in satisfactory operating condition.

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YES/NO

**Septic** ☒ Seller(s) ☐ Purchaser(s) shall have the septic tank pumped and the septic system and tank inspected by a local septic service or engineer who will provide Purchaser(s) with written notification within \_\_\_\_ calendar days (14 days if left blank) of the Contract Date that the tank and system are in satisfactory operating condition. Alternatively, Seller may provide Purchaser with written notification of pumping and inspection of the septic tank and septic system performed within \_\_\_\_ (6 months if left blank) months prior to the Contract Date. Said written notification shall state the septic tank and septic system are in satisfactory operating condition as of the date of such pumping and inspection.

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YES/NO

**Septic Scoping** ☐ Seller(s) ☐ Purchaser(s), at his/her sole expense, shall have scoping of the septic or public sewer lines within \_\_\_\_ calendar days (21 days if left blank) of the Contract Date showing that said lines/systems are in satisfactory condition.

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YES/NO

**Heating System** ☐ Seller(s) ☐ Purchaser(s) at his/her sole expense shall have ALL heating system and cooling systems, including but not limited to furnace, boiler, splits, Monitors/Rinaii, wood stove, pellet stove, gas stove/fireplace/heating equipment/central air conditioning (other than duct work) inspected and cleaned by a qualified service provider who will provide written notification within \_\_\_\_ calendar days (14 days if left blank) of Contract Date of satisfactory results of such inspection and cleaning.

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YES/NO

**Fuel Tanks:** Seller(s) at his/her sole expense, shall provide written proof from a local fuel company authorized to inspect tanks that the fuel tank(s) meet(s) current Vermont Agency of Natural Resources requirements within \_\_\_\_ calendar days (21 days if left blank).

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YES/NO

**Radon** This sale is contingent on Purchaser(s) receiving, at Purchaser(s) sole expense, a professional report showing the property to be within acceptable Federal guidelines for radon within \_\_\_\_ calendar days (14 days if left blank) of the Contract Date.

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YES/NO

**VT Division of Fire & Safety (applies to public buildings only e.g Condominiums, rental units and multi-family properties)** Seller, at his/her sole expense, shall have the property inspected by the appropriate authority, brought into compliance, and provide a written certificate of compliance to the Purchaser at or prior to closing.

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YES/NO **Water Tests (Potability, Radiation, Kit C):** The following water tests to be performed and paid for by Purchaser:

- ☐ **Potability:** Water test must show water to be potable by EPA guidelines adopted by the State of Vermont, within \_\_\_\_ calendar days (5 days if left blank) of the Structure Inspection deadline noted above. It is the Seller(s) responsibility to provide potable water as defined by the Vermont Department of Health. [http://healthvermont.gov/enviro/water/safe\\_water.aspx](http://healthvermont.gov/enviro/water/safe_water.aspx)
- ☐ **Gross Alpha Radiation:** Water test must show water to be below EPA standards for gross alpha radiation within \_\_\_\_ calendar days (21 days if left blank) of the Structure Inspection deadline noted above.
- ☐ **Kit C/FHA or other Inorganic Material Test:** Water test must show to be within EPA limits for Kit C/FHA or other Inorganic Material Test (including but not limited to inorganic material, organic material and trace minerals) within \_\_\_\_ calendar days (17 days if left blank) of the Structure Inspection deadline noted above. For more information visit website: [http://healthvermont.gov/enviro/water/safe\\_water.aspx](http://healthvermont.gov/enviro/water/safe_water.aspx)

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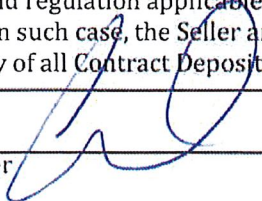
YES/NO **Pool/Spa:** ☐ Seller ☐ Purchaser shall have any pools/spas inspected by a local service who will provide Purchaser with written notification within \_\_\_\_ (14 days if left blank) calendar days from the Contract Date that they are in satisfactory operating condition.

☐ **Purchaser does not request any inspection:** Purchaser acknowledges the opportunity to request inspections, tests and reviews set forth above and, after considering such opportunity, waives all rights to such inspections, tests, reviews or contingencies and agreed to hold Seller and all REALTORS involved in this contract harmless from any claims for defects, deficiencies or inadequacies relating to the property that could have been detected during any such inspection or review.

☐ **Other**

**This Addendum is to be attached to and form a part of the above-mentioned Purchase and Sale Agreement.  
All other terms and conditions are to remain as stated.**

All notices regarding any termination of the Contract shall be sent in writing in accordance with Section 29 of the Contract within the time period (s) set forth. Failure to provide such notice by the required date shall constitute a waiver of the right to terminate. **Purchaser is required to provide notice to Seller of his/her desire to terminate the Contract based on the unsatisfactory result of any inspection within ( ) calendar days of receipt of any results/reports (4 if left blank).** In the event the Contract is terminated by either party in accordance with this Addendum, The Contract Deposit shall forthwith be returned to the Purchaser subject to the rules and regulation applicable to Escrow Agent, the Contract shall be terminated and be of no further force and effect. In such case, the Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits.

Purchaser  Date 9.28.19

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

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

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