



HAWAII Association of REALTORS® Standard Form
Revised ___ For Release ___



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Purchase Contract Reference Date: _____.

Property Reference or Address: _____.

Tax Map Key: Dev. ____/Zone ____/Sec. ____/Parcel(s) ____/CPR(s) ____ (if applicable).

The undersigned acknowledge they have read, understand, and agree to the terms and conditions of this CONTRACT and have not relied upon advice from Licensees and/or Brokerage Firms involved in this transaction. **IT IS STRONGLY RECOMMENDED THAT THE PARTIES SEEK THE ADVICE OF LEGAL COUNSEL AND A TAX ADVISOR PRIOR TO SIGNING THIS CONTRACT.**

Virtual Property Viewing occurs when a Party chooses to waive or forego an in-person viewing of the inside and/or outside of the Property, and instead views the Property remotely by video or photos provided by the Seller/owner, occupant, Brokerage(s) or any other source, or through some other method of viewing or imaging the Property without the Party having physically visited the Property and toured the inside and/or outside of the property.

Sight Unseen occurs when the Party chooses to waive or forego viewing of the inside and/or outside of the Property in any manner, either in-person or through Virtual Property Viewing.

PARTY ACKNOWLEDGES THE RISKS inherent in purchasing or renting the Property by Virtual Property Viewing or Sight Unseen.

- 1) In the event of Virtual Property Viewing, videos and photographs may not accurately convey details of the property that may be important to the Party, including, but not limited to details regarding the condition of the Property, the scale of the rooms, the context of the neighborhood and surrounding areas, and sounds and smells that may be present in the Property or surrounding areas that could be detached in person.
- 2) Photos and videos typically will not convey 100% of the Property, improvements, or yard, and will not show adjacent properties.
- 3) If the Party was to view the Property in person, it is more likely that they would detect defect, adverse conditions, and other characteristics of the Property and environs, if any exist, that could influence the Party's decision to buy or lease the Property at a particular price and/or under certain terms.

The Broker makes no representations that any video, photo, or other representations of the Property, provided by the Brokerage or Broker, or obtained by the Party through any source, provides a complete or accurate representation of the Property in its entirety.

Broker has not inspected the Property or conducted any due diligence on Buyer's behalf.

(Brokerage Firm Name) and its representatives have recommended that the Buyer or someone that Buyer designates aside from their Broker, visit the Property to personally determine its condition and suitability for the intended purposes prior to making an offer.

- 1) Buyer acknowledges a professional inspection by a licensed and/or certified inspector is strongly recommended. Failure to have the Subject Property professionally inspected may impact the value, usability, desirability, and enjoyment of the Subject Property.
- 2) Buyer is advised to conduct all inspections they deem appropriate by licensed and/or certified professionals per their contractual rights.

By signing below, Buyer hereby holds (Broker name) its Brokers, agents, and employees harmless from any and all claims including, but not limited to, claims of negligence and damages of any kind, or any other relief in any way relating to or arising out of any of the matters set forth herein.

Buyer agrees that if anyone other than themselves will occupy or acquire any interest in the Property with them, Buyer will obtain their signatures on this Agreement and, if they fail to do so, Buyer will defend, indemnify, and hold harmless (Broker name), its Brokers, agents and employees from any claims and losses by any such party that Broker would have been protected from had they signed it.

Commented [JK1]: Subcommittee: "or all-encompassing phrase for both brokerages?"

Commented [JK2]: Subcommittee: "Brokerage firm(s) names?"

Commented [JK3]: Subcommittee: "Question: 'Sight Unseen' under Fair Housing. Is the name of this form appropriate?"

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language, but there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to consult with their own attorneys about Chapter 487A (and other laws that may apply).

