



“AS IS” CONDITION ADDENDUM
Hawaii Association of REALTORS® Standard Form
Revised ___ For Release ___



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“AS IS” CONDITION ADDENDUM is made a part of Purchase Contract:

Purchase Contract Reference Date: _____

Property Reference or Address: _____

Tax Map Key: Div. _____ /Zone _____ /Sec. _____ /Plat _____ /Parcel(s) _____ /CPR(s) _____ (if applicable).

- Purpose of this “AS IS” Condition Addendum (“Addendum”).** ~~Buyer understands and agrees that~~ This Addendum is a material factor in Seller’s acceptance of the Purchase Price for the Property and ~~that Seller would is not have been willing/unwilling~~ to sell the Property to Buyer unless Buyer ~~accepted/accepts~~ the terms of this Addendum.
- Seller’s Responsibilities.** This Addendum does not eliminate any of Seller’s responsibilities or obligations as may have been agreed to in the Purchase Contract, addenda, and amendments.
- Sale in “AS IS” Condition.** Seller will sell and transfer the Property at closing in “AS IS” condition. The term “Property” includes all land and improvements (including but not limited to the roof, walls, foundations, soils, plumbing, electrical and mechanical systems, etc.), real property, and personal property (if any). Except as may be otherwise expressly provided in the Purchase Contract, and Seller’s disclosures, SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS OR UPGRADES TO THE PROPERTY AND WILL TRANSFER THE PROPERTY WITHOUT ANY ~~REPRESENTATIONS REPRESENTATION OR WARRANTIES/WARRANTY~~, EITHER EXPRESSED OR IMPLIED, EXCEPT AS OTHERWISE PROVIDED IN WRITING AND AGREED TO BY BUYER AND SELLER. ~~By way of illustration (and not limitation) Without limiting the foregoing,~~ Seller makes no representations or ~~warranties/warranty~~ that the Property: (a) conforms to any current (or past) building codes; (b) has all required building permits; or (c) complies with the laws, rules, ordinances or regulations of any government, association, or other body. Seller ~~shall/will~~ not be responsible for any latent defects, hidden defects, or defects ~~which/that~~ time may reveal.
- Seller’s Disclosures.** ~~SELLER REMAINS OBLIGATED TO DISCLOSE MATERIAL FACTS IN WRITING TO BUYER, AS SUCH OBLIGATION IS SET FORTH IN PARAGRAPHS I-1 AND I-2 OF THE PURCHASE CONTRACT, ADDENDA, AND AMENDMENTS.~~
- Buyer’s Rights and Responsibilities.** Buyer is strongly advised to inspect, within the time frames stated in the Purchase Contract, the Property and all public and association records relating to the Property. Such inspections should be made personally and by qualified experts (such as a professional home inspector) selected by Buyer. Buyer accepts the responsibility for making reasonable inquiry regarding Buyer’s concerns about the Property, including the Property’s physical condition and whether the Property is suitable for any use or purpose ~~which/that~~ Buyer may intend. Buyer acknowledges that there may be a material facts of which/that Seller is ~~not aware/unaware of but which/that~~ a qualified experts may might be able to discover. Buyer also acknowledges that ~~even thorough~~ inspections by qualified experts might not reveal all defects in the Property; and that there may be a latent defects, hidden defects, or defects which/that time may reveal.
- Buyer’s Acceptance of Property in “AS IS” Condition.** Subject to Buyer being furnished with Seller’s disclosures and having the opportunity to inspect the Property, as provided for in the Purchase Contract, and with knowledge and acceptance of all the disclosures, disclaimers, conditions, and agreements contained in the Purchase Contract and in this Addendum, ~~the Property will be sold and transferred at closing in “AS IS” CONDITION, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED~~ ~~Buyer understands and agrees that, except as may be expressly otherwise provided in the Purchase Contract or and in the Seller’s disclosures, the Property will be sold and transferred at closing in “AS IS” CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.~~
- Buyer’s Release and Waiver.** Buyer ~~agrees to give up/forfeats, waives, and relinquishes~~ all rights to assert any claim, demand, proceeding, or lawsuit of any kind against Seller, ~~and/or either party’s Brokerage Firms, or either party’s Brokerage Firm’s licensee (and their licensees) that is~~ involved in this transaction with respect to the condition or use of the Property, except for claims ~~which/that~~ are based upon ~~arise from~~ Seller’s, Seller’s Brokerage Firm, or Seller’s Brokerage Firm’s licensee’s ~~and/or Brokerage Firms’ (and their licensees’) failure to disclose a material facts.~~
- Special Terms:** _____
- Survival.** The terms and conditions of this Addendum will survive the closing and will not merge with the provisions of any closing documents.

Commented [JK1]: See Drafting and Editing Standard Form Contracts § 2.2 (HAR 2022) (comparing restrictive and nonrestrictive clauses).

Commented [JK2]: See Drafting and Editing Standard Form Contracts § 3.3(B) (HAR 2022) (agree).

Commented [JK3]: See Drafting and Editing Standard Form Contracts § 1.8 (HAR 2022) (singular/plural)

Commented [JK4]: Shall = “has a duty to.”
Seller has a duty to not be responsible for any latent defects . . . ?

Commented [JK5]: See Drafting and Editing Standard Form Contracts § 3.3(C) (HAR 2022) (and/or).

Commented [JK6]: FYI: The provisions relating to the improvements or anything not naturally included in a deed can survive, but any term having to do with the land itself cannot survive. See *S. Utsumomiya Enterprises, Inc. v. Moomuku Country Club*, 75 Haw. 480, 514-15, 866 P.2d 951, 968 (1994) (describing merger doctrine).

To avoid conveying any representation or warranty in the land itself, the seller must convey their property via quitclaim deed. But isn’t it customary to convey residential real property in Hawaii via warranty or limited warranty deed? Shouldn’t we have a provision here stating that the property will be conveyed by quitclaim deed?



BUYER AND SELLER ARE ADVISED TO CONSULT WITH AN ATTORNEY REGARDING THIS ADDENDUM. BUYER AND SELLER UNDERSTAND AND AGREE TO THE TERMS CONTAINED IN THIS "AS IS" CONDITION ADDENDUM.

Commented [JK7]: Who's advising them? The brokerage firms?

Buyer Date Seller Date

Buyer Date Seller Date

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. 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 see their own attorneys about Chapter 487A (and other laws that may apply).

