

RR 213- "AS IS" Condition Addendum

1.		Excellent!
2.		I don't see any real changes.
3.		Like the new addition to it.
4.		Look Similar ... didn't recognize the changes
5.		Looks OK to me.
6.		Looks fine.
7.		I think the change is clearer
8.		I like the changes.
9.		Appears to be fine with little impact.
10.		Looks good. Don't see major changes in the body of addendum
11.		I support the changes.
12.		Good change
13.		I really like it. It seems clear and to the point!
14.		Fine.
15.		Better use of language
16.		The changes look good!
17.		This is very clear and to the point. Long over due. Thank you.
18.		the revisions are good in my opinion.
19.		Excellent and very clear
20.		The changes are very appropriate . I like the new version, it made this already clearly stated ' AS IS' form even more specific and easier for even a "knuckle-kine " head to understand. ????
21.		No suggested changes. Looks good as drafted.
22.		I approve of the proposed changes.
23.		I love the new version. It sums up the list of the addendum & will be easier for the principals to understand.
24.		It states the issue of "as is" cleanly and without a 'back door' loophole. It'll work.
25.		I'm not seeing any changes. What is crossed out in green is the same as what was put in red?
26.		Try to keep it to one page please, maybe adjust the margins if necessary but do not go to two pages. Thank you.
27.		Why would you make these 2 pages... prone to issues with making sure no one swapped out the 2nd page signatures... should all be on one page. Same issue with PC... very awkward.
28.		Please keep to one page. Otherwise good.
29.		can you get all on 1 page please
30.		Adjust spacing to fit on 1 page.
31.		what a waste of time
32.		EVERY effort should be made to keep this ONE PAGE! Having that little bit on the next page is silly!!
33.		It's been my understanding that a simple AS IS addendum without specificity won't stand in a court of law. A seller must define what is being sold AS IS and itemize the defects so buyer understands exactly what is being sold AS IS.
34.		I do not know what changes you are considering (I did not see the draft) but I do know that I base the "as is" on the Seller's Disclosure Statement. (other agents disagree and feel that if you sign the "as is" you wave all disclosure rights. Otherwise I found the "as is" to be sufficient as it was. In other words if the Seller discloses the faults in their Seller Disclosure and the buyer accepts then the "as is" would work.
35.		I don't see any real changes in the language versus the 11/16 version. Have we considered creating an "As Is" addendum with stronger language stating "Buyer will

		not request repairs or credits"? Only reason I ask is I remember this current "As Is" addendum being sparsely used a couple decades ago specifically for homes that had unpermitted improvements or obvious defects. Since this addendum has become standard practice, but doesn't really mean anything other than protecting the seller from liability in the future, but this is a one sided addendum being used by many Buyer's agents not understanding the full ramifications. Figured two or three specific addenda being more transparent to the Buyers would be a better route to go. Just my two cents. Thank you!
36.		Can't see a definite change other than technical one... gest still says the same thing
37.		Please provide direct correlation to the changes?
38.		I think we should add that "as is" clause applies after inspection of property. That way you really know what you're buying.
39.		In 2016 or 2017, I was a panel member of an HIR PSAC hearing. The Buyer interpreted the As Is Addendum to mean that all the personal property he saw on the property should have been included with the sale, because (he said) "The As Is Addendum means everything is included". Obviously, a tenant or seller's personal belongings are not necessarily included except if mentioned in inventory in the Purchase Contract. The hearing took 2 days of all parties' time. I just wonder if "personal property" should be clarified. Kehau Costa (HIR) could lend more to this matter if needed.
40.		The As Is addendum has always been enigmatic at best, merely (IMO) an indication on the part of the Seller that they do not intend to make any repairs. I always explain this to my Buyers while letting them know that they still have all their options available to them once an inspection has been done and repairs are indicated. Frankly, I've always considered it a rather meaningless document and the proposed changes are insignificant and do not change its positioning in the overall scheme of things.
41.		I think it would be good to emphasize a few points: 1. "As-Is" condition will be reflected in the deed. 2. I might also continue the emphasized area all the way to the end of the paragraph. These are really important things for Buyer's to know.
42.		My opinion is that "as is" language in the form is acceptable>>I would add: This is a redundant addendum> It is a redundant form as this language "is or should be" clear in the Purchase Contract. By creating this form it leaves "in my opinion" brokers at risk for relying on the Standard Purchase Contract Language of "as is", therefore not using a redundant form" The risk created comes from Broker relying on P.C. and not using this form should buyer make claim. I can hear the Plaintiff Attorney attacking the Plaintiff Broker as to "Why" they didn't use a Standard "as is" addendum. I know, I may be making mountain out of mole hill Regarding potential civil action for standard of practice enlargements against Plaintiff Broker, but I hope you see my point. Therefore, I suggest if you decide to keep the form, the the language be in delete "AS IS Addendum" and make it the "AS IS DISCLOSURE" Make it a Disclosure not an addendum to the "as is" language in the Purchase contract should reflect the availability of these type of disclosures such as Plain Language, to parties upon request. Just a thought for discussion, Paul Roy If the purchase contract language is not sufficient than it should refer to the availability of the "as is disclosure (not addendum). I suggest it be discussed with council.
43.		There is a lot of confusion about whether or not request for repairs or a repair credit is still part of later negotiations or not if an "as is" is used. There should be a choice of "no requests will be made" or "requests may still be made during j-1" so that people negotiating the price will know.
44.		I'm a new realtor, but one of the issues that happened to me recently was the sale purchase required L-2 Termite Inspection Contingency to be completed by the buyer and when it was then changed to an As-Is sale it was unclear if the Termite was still the seller responsibility. We chose still seller, since it was in the original purchase contract, but really, we had nothing that actually stated that. All of the other inspections were on the buyer side as an option. Thank you.

45.		I don't think this form is worth the paper its printed on. Too many people as for it to be attached and then deliver a SRPD that is marked entirely NTMK. If a property is in such condition that it needs to be sold AS IS then a Seller should tell what the issues are. A home inspection can not go back historically, only present day.
46.		I think this change is appropriate, It addresses a comments and questions I've heard recently. The form might be even more useful if it clarified more specifically that the buyer might be taking the property with unpermitted areas, non-conforming use and encroachments that may require variances. Technically our PC is "As Is". If you inspect and don't like what you discover the seller is not committed to make changes or repairs. My mainland buyers either don't understand why we bother with the As Is addendum or they don't understand that they can still reject the property or ask for repairs. Recently a long time HI Realtor and I discussed this at length in the course of a negotiation. We ended up deciding that unless there were permit or non-conforming use issues the As Is addendum is sort of useless.
47.		1. Move the "Reference Date" to the end of 'part of purchase contract'. Then this can allow more spacing for the signature lines at the bottom. Sometimes people must SQUEEZE their signatures in, with Zip Form or Digital Ink.
48.		It needs to be more clear. No termite tenting, no repairs of any kind.
49.		
50.		Changes are ok. However, I would like to see language in the As-Is that states it doesn't preclude any subsequent repair agreements between buyer & seller during the course of the transaction, but that once the transaction closes it is As-Is. Buyers & sellers currently assume As-Is means no repairs whatsoever, but many times hidden issues come up during the home inspection after the As-Is has been signed. Then sellers are upset because a repair is asked for. Therefore I think there should be language addressing this.
51.		1. It may be useful to add " Realtors personally and with or for clients should inspect thoroughly the improvement and land on site prior to submitting an offer with an "AS IS" addendum to the Sellers." There appears to be a growing trend with new agents who offers online to service clients without personally seeing properties with them. The agents could be based on Maui but promise potential clients 2% credit of commission at closing. The MO is: they tell their clients to go around seeing the properties themselves by contacting the listing agents for showing. When it comes time to submit an offer, the customers reveal they will submit offers through this company. 2. It also appears some agents do not read the "AS IS" addendum. We would receive an "AS IS" and after the inspection, they would come back and ask for Sellers to take care of obvious items that could have been spelt out in Special Terms conditions as part of Purchase Offer. Mahalo. Keep up the good work! Choon James
52.		This form was designed for sellers agents. Most Buyers feel they are forced into signing this addendum because it is required by sellers/sellers agents to submit an offer. Realistically, why would anyone want to sign an "As IS' addendum prior to having the home inspected? This is just the sellers way of not making repairs they know they should have made. Is this fair to the consumer? Why not more flexible language encouraging both parties to find common ground in the event a repair is needed?
53.	Paragaph 2	Looks good - I appreciate the use of ALL CAPS for that important piece of information in item 2. Helps to emphasize it.
54.	Paragaph 2	No. 2 should include: existing waste water system and utility services available
55.	Paragaph 2	I'm not sure all caps are necessary in #2.
56.	Paragaph 2	I understand the top portion clarification, but Not sure why the text in Section 2 needed to be in capital letters?
57.	Paragaph 2	#2: Add: ceilings ,mold build up, termite or dry rot damage, spalling or any equipment, fixtures, or appliances now on the premises. Seller and Seller's agent make no reresentations as to the condition of the improvements or that the improvements are

		<p>structurally sound and/or in compliance with local, city/county, state and/or Federal statutes, codes or ordinances. Buyer accepts the land and its geology in its present condition. The Sellers and the agents are not aware of the condition of the soil, its stability, compaction, erosion, drainage or suitability and its geology for building or any other purpose. Seller and the agents are not aware of the existence of potentially hazardous material in the soil or used in construction or maintenance of the buildings. The Seller and the agents are not aware of any underground storage tanks, ground contaminants, water waste, polychlorinated biphenyls and/or the existence of toxic/hazardous waste, which may be present on the property. The Seller and the agents are not aware of the indoor air quality.</p>
58.	Paragraph 3	Suggest that first line of #3 be in bold and capital letters. "SELLER REMAINS OBLIGATED TO DISCLOSE MATERIAL FACTS IN WRITING TO BUYER"
59.	Paragraph 3	#4: A home inspector is not licensed. I would suggest having inspections completed by: a licensed general contractor, licensed electrician, licensed plumber, licensed roofing contractor, structural engineer, soils engineer, architect or any other licensed professional deemed qualified to render an opinion.
60.	Paragraph 3	2nd sentence of #3 should be BOLD and UNDERLINED and/or otherwise restated more emphatically. Sellers frequently believe that an "AS IS" Addendum (especially when part of a seller's counter offer) will override/negate various purchase contract terms.
61.	Paragraph 3	4. Buyers Rights line 3 change words professional home inspector to professional "home, land, or commercial" inspector. There are many other kinds of real estate transactions besides residential, make the form applicable to all.
62.	Paragraph 6	In Paragraph 6, second line, after "with respect to", add "all of the matters set forth in this "AS IS" Condition Addendum, including but not limited to".
63.	Paragraph 6	You might also want to ask your legal counsel if there is a way to delete or lessen the scope of the following language at the end of Paragraph 6: "except for claims which are based upon Seller's and/or Brokerage Firms' (and their licensees') failure to disclose material facts." That is a tricky issue. The legal obligation to disclose material facts cannot be eliminated by contract. However, the "AS IS" Condition Addendum itself does disclose or disclaim many facts and issues, such as the existence of "latent defects, hidden defects, or defects which time may reveal." The revision suggested in above may address this somewhat. Your legal counsel might provide guidance on this issue.