**RIDER 6**

**TO PURCHASE AND SALE AGREEMENT**

[Limited Warranty]

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| **DISCLAIMER: This Rider is not a final or complete instrument, and includes several options which may be included or deleted, and should not be executed in their present form. The HBAA and its local chapters do not assume any liability for damages arising from the use of this document and any exhibits and attachments thereto and give no opinion that any of the terms and conditions in this document or any exhibits and attachments should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties. Seek specific legal advice from your lawyer.** |

The terms of this Rider (the “Rider”) are hereby incorporated into and made a part of the Purchase and Sale Agreement (the “Agreement”) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Buyer”). Defined terms as used herein shall have such meaning as may be ascribed to such terms in the Agreement. To the extent of any inconsistency in the terms and conditions of this Rider and the terms and conditions of the Agreement, the terms and conditions of this Rider shall control. Seller and Buyer further agree as follows:

“Limited Warranty/Preoccupancy Inspection. Buyer and Seller agree to the terms and conditions of the Limited Warranty Agreement attached hereto as Exhibit “A” and made a part of this Agreement (the “Limited Warranty Agreement”). The terms and provisions of the Limited Warranty Agreement have been fully negotiated between Buyer and Seller as a part of the negotiation of the terms and provisions of this Agreement. The Limited Warranty Agreement has been fully executed, as of the date of this Agreement, and the terms and provisions thereof are an integral part of the terms and provisions of this Agreement. Buyer and Seller agree to affirm the terms and conditions of the Limited Warranty Agreement by re-executing a copy of the Limited Warranty Agreement and delivering duplicate originals of same at the Closing. Notwithstanding the foregoing, Buyer’s or Seller’s failure to re-execute the Limited Warranty Agreement at the Closing shall not affect the enforceability of such agreement as attached hereto and made a part hereof and the Limited Warranty Agreement attached hereto shall survive the Closing. Buyer and Seller agree to be fully bound by the terms and provisions of the Limited Warranty Agreement and agree that the Limited Warranty Agreement shall survive the Closing and the conveyance of title to the Property. Pursuant to the Limited Warranty Agreement, Buyer and Seller shall make a preoccupancy inspection of the Dwelling and shall either complete and execute the Preoccupancy Inspection Agreement or execute, prior to the Closing, the Acknowledgment of Acceptance which is attached as an exhibit to the Limited Warranty Agreement.

Duration of Limited Warranty. Seller and Buyer have negotiated and agreed upon the Limited Warranty Period, as defined in paragraph 1 of the Limited Warranty Agreement, and acknowledge that the duration of the Limited Warranty Period, as negotiated between Seller and Buyer, has been material to the amount of the Purchase Price and the other terms and conditions set forth in this Agreement. In the event Seller has offered to agree to a Limited Warranty Period of greater duration than that which is set forth in paragraph 1 of the Limited Warranty Agreement, Buyer acknowledges that rather than accepting the longer duration of the Limited Warranty Period, Buyer has preferred to reduce the amount of the Purchase Price to the amount thereof which is set forth in this Agreement, and accept the Limited Warranty Period of the duration set forth in paragraph 1 of the Limited Warranty Agreement.”

Continued on the Following Page

***RIDER 6 TO PURCHASE AND SALE AGREEMENT-CONTINUED***

 The parties hereto have initialed below evidencing and agreeing that this Rider is a part of the Agreement described above.

 **SELLER:**

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 **\_\_\_\_\_\_\_\_\_\_\_\_**

 **BUYER:**

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