

SIGHT UNSEEN ADDENDUM

THIS ADDENDUM IS HEREBY MADE A PART OF THE AGREEMENT OF SALE

DATED \_\_\_\_\_ BY AND BETWEEN

SELLER: Bruce J & Andrea S Tomko

BUYER: \_\_\_\_\_

PROPERTY: 654 Vivaldi Dr, Middletown, DE 19706

The parties acknowledge this Agreement of Sale has been entered into for a property sight unseen by Buyer, and that Buyer has elected not to view the property in person prior to submitting their offer to purchase. Buyer acknowledges that any images provided by the Seller, Listing Broker, or Buyer's Broker electronically or in print may not accurately display the properties features, flaws, or size. Seller, Listing Broker, and Buyer's Broker are not obligated to provide comprehensive photo/video survey of the Property. Any photos provided are at the brokers discretion and may not be an accurate depiction of the current appearance and/or condition of the Property.

The parties hereto agree (check one):

This Agreement of Sale **IS CONTINGENT** upon the Buyer's satisfactory viewing of the property within \_\_\_\_\_ days (hereafter referred to as 'viewing period') of contract ratification. Once viewed, if for any reason the Buyer determines the property to be unsatisfactory, Buyer may within 2 days from the date of such personal viewing declare this Agreement of Sale null and void in writing, in which event all deposits shall be returned to Buyer in accordance with the process explained in paragraph 10 of the Agreement of Sale. Failure of the Buyer to personally view the property within the 'viewing period,' or failure of the Buyer to declare this Agreement of Sale null & void and provide written notice of same to the Seller, or seller's designated agent, within 2 days of Buyer viewing the property, shall constitute a satisfactory viewing of the property by Buyer and satisfaction of this contingency. Seller agrees to grant access to Buyer for viewing during the 'viewing period.'

This Agreement of Sale **IS NOT CONTINGENT** upon the Buyer viewing the property and determining it to be satisfactory. The Buyer acknowledges that they have not viewed the property in person prior to entering into this Agreement of Sale, and that they have elected not to make this Agreement of Sale contingent upon a satisfactory personal viewing of the property. Buyer is solely responsible for their decision to enter into this Agreement of Sale for the property sight unseen. All parties agree to hold harmless, defend and indemnify brokers, sales agents and employees affiliated with brokers from any and all claims, demands, suits or actions in any way relating to the Buyer choosing to sign the Agreement of Sale prior to viewing the property. .

**All other terms and conditions of the Agreement of Sale remain in full force and effect**

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER