

**STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE
PURCHASE AND SALE ADDENDUM FOR THE TEMPORARY CONDITIONAL
DEFERRED OF SMOKE / CARBON MONOXIDE CERTIFICATE INSPECTIONS**

- **1. PARTIES:**
- | | SELLER(S) | BUYER(S) |
|---------|-------------------------|-------------------------|
| Name(s) | _____ | _____ |
| Address | _____

_____ | _____

_____ |
- **2. ADDENDUM TERMS:** The SELLER shall, at the time of delivery of the deed, deliver a certificate ("Certificate") from the fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law. The Parties acknowledge that on March 20, 2020, the Governor of the Commonwealth of Massachusetts issued an Executive Order permitting the temporary deferral of the inspection required to obtain said Certificate during the current state of emergency. So long as said Order is in effect, and so long as said Certificate cannot be obtained by SELLER prior to Closing due to the fact that despite SELLER's reasonable efforts the local fire department has suspended such inspections, and so long as BUYER's lender and property insurance company agrees to the terms herein contained, then in that event, the Parties agree that:
- (a) the BUYER, not the SELLER, shall be responsible for equipping the dwelling, building, or structure with approved smoke detectors and carbon monoxide alarms;
 - (b) the BUYER agrees to equip the dwelling, building or structure with approved smoke detectors and carbon monoxide alarms immediately upon taking title according to the provisions of 527 CMR 1.00, Chapter 13; and,
 - (c) any inspection that would otherwise be required by Sections 26F and 26F1/2 of Chapter 148 of the General Laws is conducted no more than ninety (90) days after the state of emergency is terminated; and provided further that the head of the fire department for the municipality in which the dwelling, building, or structure is located shall ensure that such inspection is conducted within the required period pursuant to the authority granted by Sections 26E, 26F, and 26F1/2 of Chapter 148.

SELLER agrees to place the sum of \$ _____ ("Escrow Funds") in escrow at Closing with BUYER's attorney ("Escrow Agent") to cover the costs associated with BUYER's compliance with the terms herein contained. The BUYER shall act diligently to arrange for the timely performance of the obligations set forth herein within BUYER's reasonable control and shall promptly provide all notices required herein.

SELLER's liability hereunder shall not be limited to the ESCROW FUNDS. BUYER shall hold harmless and indemnify the SELLER for any loss, cause or damage, including reasonable attorney fees, resulting from or related to the BUYER's failure to comply with this Agreement. This provision shall survive closing and delivery of the deed.

3. ESCROW INSTRUCTIONS: Upon receipt of written notice from BUYER that the obligations set forth herein have been performed, the Escrow Agent shall disburse the Escrow Funds as follows: to BUYER to reimburse BUYER for any properly documented costs associated with BUYER's compliance with the terms herein contained, with any remaining funds, if any, to be disbursed to the SELLER. In any event, if the Escrow Agent is not notified by BUYER that the BUYER has complied with all of BUYER's obligations set forth herein within ninety (90) days after the state of emergency is terminated, the Escrow Funds shall be disbursed to SELLER.

4. **NOTICE TO FIRE DEPARTMENT:** BUYER shall deliver a copy of this agreement to the head of the _____ [city/town] fire department within seventy-two (72) hours from the date of the execution of this agreement.

- 5. **THIS IS A LEGALLY BINDING ADDENDUM TO THE EXECUTED PURCHASE AND SALE AGREEMENT REFERENCED HEREIN.** IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL: Executed under seal by the Parties hereto as of the latter of all dates set forth below, and incorporating all provisions together with referenced additions, if any.

► _____
SELLER: DATE

_____ **BUYER: DATE**

_____ **SELLER: DATE**

_____ **BUYER: DATE**