

AGREEMENT BY PURCHASER OF
EXISTING RESIDENTIAL STRUCTURES;
UNSAFE FIREPLACES
PM303.11.3

This agreement is made the ____ day of _____, 200__ by and the Saline Valley Fire Protection District. ("District") and _____ ("Purchaser").

WHEREAS, _____. Purchaser, has entered into a real estate contract to purchase a existing residence known and numbered as _____, ("Premises"), from _____ ("Seller") and,

WHEREAS, inspection of the Premises BY _____, A Certified Chimney Sweep Company, has disclosed that the fireplace and /or flue on the Premises is unsafe at the time of the purchase, and

WHEREAS, the District Fire Code prevents use of the fireplace at the Premises by the occupants until the fireplace passes inspection and,

WHEREAS, Purchaser desires to occupy the Premises and represented to the District that the Purchaser will not utilize such fireplace until such time the proper repairs have been made, and the District is willing to permit temporary occupancy of the Premises under the conditions of the Purchaser's execution of this Agreement and a date being set for re-inspection after the repairs are made.

NOW, THEREFORE, in consideration of the mutual convents herein contained, the parties agree as follows:

1. Purchaser agrees to have the necessary repairs on the fireplace/flue in the Premises and complete said repairs no later than the ____ day of _____, 200__ and shall call the District for an inspection by such date.
2. The District agrees to grant Purchaser a temporary occupancy permit condition the Purchaser's agreement to have the above repairs being made to the fireplace and the flue of the Premises completed by such date, and conditioned upon a re-inspection of the Premises by such date.
3. Purchaser acknowledges that if the fireplace/flue has not been repaired to meet the District's Code no later than the aforementioned date, then the temporary occupancy permit issued herein shall be revoked, which may require the immediate vacation of the Premises together with the cessation of electricity to the Premises.
4. Purchaser acknowledges that a violation of the Fire Code of the District may result in fines up to One Thousand Dollars (\$1,000.00) for each day that the violations exist.

The parties have executed this Agreement on the ____ day of _____, 200__.

PURCHASER(S)

SALINE VALLEY FIRE PROTECTION
DISTRICT

BY: _____
Fire Marshal