INSPECTION AND DUE DILIGENCE RESPONSE AND CONTINGENCY REMOVAL

Property Address: _____
Residential Agreement to Buy or Sell Dated: _____

BUYER'S REQUESTS:

☐ All inspections desired by **BUYER** and allowed by Lines 161 to 192 of the Residential Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are satisfactory and hereby approved by **BUYER**. **BUYER** hereby waives and relinquishes the right to make further inspections and/or to request remedies to deficiencies that would be indicated by any inspection allowed by Lines 161 to 192 the Residential Agreement to Buy or Sell. **BUYER** hereby terminates the Inspection Period.

☐ All inspections desired by **BUYER** and allowed by Lines 161 to 192 of the Residential Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are unsatisfactory and hereby not approved by **BUYER**. All deficiencies **BUYER** desires remedied and the desired remedies are listed below:

Deficiency	Desired Remedy
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

- **BUYER** has attached a copy of all applicable inspection reports. Remedy of any or all of the deficiencies listed herein are to be made at **SELLER** expense.
- **SELLER** shall respond in writing within seventy-two (72) hours after receipt of this **BUYER'S REQUEST**. **SELLER'S** response shall be made on the **SELLER'S RESPONSE** (Page 2).
- If **SELLER** agrees to remedy all deficiencies listed herein in the manner requested herein, then the Inspection Period shall be terminated effective as of the **BUYER'S** receipt of the **SELLER'S RESPONSE**.
- If **SELLER** refuses to remedy any or all of the deficiencies listed herein, **BUYER** shall have seventy-two (72) hours from the date of the **SELLER'S RESPONSE**, or from the date that such response was due, whichever is earlier, to (a) accept the **SELLER'S RESPONSE**, or (b) accept the Property in its current condition, or (c) terminate the Residential Agreement to Buy or Sell. **BUYER** response shall be made on the **BUYER'S FINAL RESPONSE** (Page 2).
- If **BUYER** fails to respond in writing to the **SELLER'S RESPONSE** within the seventy-two (72) hours specified herein, or if **BUYER** elects to terminate the Residential Agreement to Buy or Sell, the Residential Agreement to Buy or Sell shall be automatically ipso facto null and void, with no further action required by either party, except for return of the Deposit to the **BUYER**.

This agreement does not void any prior written agreement between the parties for the correction or repair of other property deficiencies that are not listed herein, and any prior written agreement shall remain binding on the parties.

_____
BUYER SIGNATURE date/time **BUYER SIGNATURE** date/time
Printed Name:_____ Printed Name:_____

Buyer's Agent Delivered to Seller's Agent by: _____ Hand _____ Fax _____ Email
date/time date/time date/time
Seller's Agent Presented to **SELLER** by: _____ Hand _____ Fax _____ Email
date/time date/time date/time

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INSPECTION AND DUE DILIGENCE RESPONSE AND CONTINGENCY REMOVAL

Property Address: _____
Residential Agreement to Buy or Sell Dated: _____

SELLER'S RESPONSE:

☐ **SELLER** agrees to remedy **ALL ITEMS** listed on page 1, under the **BUYER'S REQUEST**, in the manner indicated on page 1, **at least 5 working days prior to the Act of Sale** and will provide **BUYER** copies of paid receipts or other proof of repairs or remedies made. This shall remove the Inspection and Due Diligence contingency of the Agreement to Buy or Sell as referenced on lines 161 to 192.

☐ **SELLER** agrees to remedy **ONLY** those items checked and initialed below **at least 5 working days prior to the Act of Sale**:

☐1st Item ____ _____ ☐3rd Item ____ _____ ☐5th Item ____ _____ ☐7th Item ____ _____ ☐9th Item ____ _____
☐2nd Item ____ ____ ☐4th Item ____ _____ ☐6th Item ____ _____ ☐8th Item ____ _____ ☐10th Item ____ ____

Comments:

☐ In lieu of **SELLER** agreeing to remedy item(s) _____, **SELLER** agrees to pay on behalf of **BUYER**, the sum of $_____ at the Act of Sale to go towards the **BUYER'S** closing costs and/or pre-paid items unless disallowed by the lender.

☐ **SELLER** will not remedy any items listed in **BUYER'S REQUESTS** above.

_____

SELLER SIGNATURE date/time **SELLER SIGNATURE** date/time
Printed Name:_____ Printed Name:_____

Seller's Agent Delivered to Buyer's Agent by: _____ Hand _____ Fax _____ Email
date/time date/time date/time
Buyer's Agent Presented to **BUYER** by: _____ Hand _____ Fax _____ Email
date/time date/time date/time

BUYER'S FINAL RESPONSE:

BUYER shall have 72 hours after receipt of **SELLER'S RESPONSE** or 72 hours after the time **SELLER'S RESPONSE** was due, whichever is earlier, to indicate **BUYER'S** acceptance of the response or declare the Agreement to Buy or Sell null and void.

☐ **BUYER** accepts **SELLER'S RESPONSE** above and elects to proceed to Act of Sale. This shall remove the Inspection and Due Diligence contingency from the Agreement to Buy or Sell. **BUYER** hereby waives and relinquishes the right to make further inspections and/or to request remedies to deficiencies other than those indicated in **SELLER'S RESPONSE** above.

☐ **BUYER** does not accept **SELLER'S RESPONSE** to remedy less than all the items. **BUYER** therefore declares the Agreement to Buy or Sell NULL AND VOID and REQUESTS THAT THE DEPOSIT MADE, IF ANY, BE RETURNED IMMEDIATELY TO BUYER as per the Agreement to Buy or Sell and the attached cancellation.

_____

BUYER SIGNATURE date/time **BUYER SIGNATURE** date/time
Printed Name:_____ Printed Name:_____

Buyer's Agent Delivered to Seller's Agent by: _____ Hand _____ Fax _____ Email
date/time date/time date/time
Seller's Agent Presented to **SELLER** by: _____ Hand _____ Fax _____ Email
date/time date/time date/time

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