



## BUYER INSPECTION NOTICE AND SELLER'S RESPONSE

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1. SELLER: Bill Seller, Sally Seller

2. BUYER: John Buyer, Suzie Buyer

3. PREMISES: \_\_\_\_\_ CONTRACT DATED: \_\_\_\_\_

### INSPECTIONS AND REPRESENTATIONS

4. Buyer acknowledges that Buyer has been advised to have the Premises examined by professional inspectors. Buyer  
5. further agrees to verify any information regarding the Premises that is important to Buyer by conducting an independent  
6. investigation of that information. Buyer acknowledges that neither the Seller nor any Broker involved in this transaction  
7. is an expert at detecting or repairing physical defects in the Premises. Buyer acknowledges that no verbal  
8. representations concerning the condition of the Premises are being relied upon by Buyer except as disclosed as follows:

9. \_\_\_\_\_

10. \_\_\_\_\_

### RELEASE OF BROKERS

11. Buyer acknowledges the Brokers in this transaction have not verified any representations made by the Seller  
12. and others, nor have the Brokers conducted any inspections of the Premises. The Brokers make no  
13. representations concerning the condition of the Premises. Therefore, Buyer expressly releases, indemnifies and  
14. holds harmless the Brokers from any and all liability for such representations and the conditions of the Premises.

### BUYER INSPECTIONS COMPLETED

15. Buyer acknowledges that any/all desired inspections, including tests, surveys, and other studies noted in the  
16. Contract and *any other items deemed to be a material matter by Buyer* pertaining to the Premises have been  
17. performed. Unless otherwise agreed in writing, the following shall not relieve Seller of any of Seller's obligations  
18. pursuant to the Contract. Buyer elects as follows:

19. ☐ **Premises Accepted-No Repairs Requested.** Buyer acknowledges that Buyer's inspections have been  
20. conducted and accepts the Premises in its present condition with no repairs requested.

21. ☐ **Repairs Requested.** Buyer acknowledges that Buyer's inspections have been conducted and accepts the  
22. Premises in its present condition with the exception of the reasonably disapproved items listed below. Buyer  
23. elects to provide Seller an opportunity to correct the items reasonably disapproved prior to Close of Escrow,  
24. provided that Seller shall have all repairs performed in a workmanlike manner and shall provide Buyer with  
25. documentation that the reasonably disapproved items have been corrected (i.e. paid receipts, invoices, etc).

26. ☐ **Cancellation.** Buyer reasonably disapproves of the items listed below and, pursuant to the Contract, elects to  
27. immediately cancel the Contract.

28. **Addenda Incorporated:** ☐ Attachment included ☐ Other (specify) \_\_\_\_\_

29. \_\_\_\_\_

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37. \_\_\_\_\_

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38. \_\_\_\_\_  
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46. \_\_\_\_\_

### BUYER'S WAIVER OF INSPECTIONS

47. **BUYER ACKNOWLEDGES THAT BUYER WAS ADVISED TO OBTAIN INSPECTIONS OF THE PREMISES**  
48. **(as described in the Contract) AND BUYER DECLINED. By acting against the Broker's advice, Buyer**  
49. **accepts responsibility and hereby releases, indemnifies and holds harmless Brokers from any and all**  
50. **liability for all matters which professional inspections could have revealed.** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER

### BUYER'S ACKNOWLEDGEMENT AND ACCEPTANCE

51. Buyer acknowledges that the Brokers in this transaction make no representations concerning the competency of any  
52. inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made.  
53. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.  
54. \_\_\_\_\_  
BUYER **John Buyer** MO/DA/YR  
55. \_\_\_\_\_  
BUYER **Suzie Buyer** MO/DA/YR

### SELLER'S ACKNOWLEDGEMENT AND ACCEPTANCE

56. If Buyer requests repairs, Seller must reply to this notice, in writing, within **five (5) calendar days** after delivery of  
57. this form (see Contract). **IF SELLER DOES NOT REPLY, BUYER MAY CANCEL THE CONTRACT AND ALL**  
58. **EARNEST MONEY SHALL BE RELEASED TO BUYER.** If Seller is unwilling or unable to correct any of the  
59. reasonably disapproved items stated herein, including making any repairs in a workmanlike manner, Buyer may, by  
60. written notice to Seller, cancel this Contract within **five (5) calendar days** after receipt of Seller's response, or after  
61. expiration of the time for Seller's response, whichever occurs first, without further written consent to the parties, in  
62. which case all earnest money will be released to Buyer. Any changes to the above-requested repairs should be  
63. addressed by separate written response.  
64. Seller must check one of the following:  
65. ☐ Seller agrees to correct the items reasonably disapproved by Buyer prior to Close of Escrow pursuant to terms  
66. set forth herein.  
67. ☐ Seller's response is attached and is incorporated herein by reference. Seller should sign both this form and the  
68. Seller's response.  
69. ☐ Seller is unwilling or unable to correct the items reasonably disapproved by Buyer.  
70. Seller acknowledges that the Brokers in this transaction make no representations concerning the competency of any  
71. inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made.  
72. If there is a conflict between the Contract and this form, the provisions of this form shall be controlling.  
73. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.  
74. \_\_\_\_\_  
SELLER **Bill Seller** MO/DA/YR  
75. \_\_\_\_\_  
SELLER **Sally Seller** MO/DA/YR

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