

INSPECTION NOTICE AND RESPONSE

This Inspection Notice and Response is effective on the date last signed below, and is in connection with the Real Estate Purchase Agreement (Resale) dated _____, 202____ between Seller and Buyer for the Property located at _____ (the "Property").

A. In connection with Buyer’s prospective purchase of the Property, Buyer conducted an inspection of the Property. A copy of the Buyer’s inspection report is attached hereto (“Inspection Report”).

B. Buyer desires for Seller to address the disapproved items as identified in Buyer’s Inspection Report and specifically described herein.

C. Seller acknowledges receipt of Buyer’s request, and the parties now enter into this Inspection Notice and Response as more particularly set forth herein (provided, however, if Buyer and Seller are unable to mutually agree to the requested modifications and/or repairs, only Buyer’s signature and acknowledgement is required).

NOW THEREFORE, in consideration of these mutual terms and conditions herein contained, the parties hereby agree as follows:

1. **Buyer’s Request for Seller to Address Disapproved Items.** Buyer requests for Seller to address the disapproved items as identified in Buyer’s Inspection Report and in the manner specifically set forth on Schedule 1, (the “Disapproved Items”) attached hereto and incorporated herein by reference.

Buyer’s Initials Date

2. **Seller’s Response to Buyer’s Request.** Seller acknowledges receipt of Buyer’s request to address the Disapproved Items in the manner set forth on Schedule 1, and responds to Buyer’s request as follows (“Seller’s Response”):

Seller agrees to provide buyer a credit in the amount of \$_____ in lieu of making repairs to the Disapproved Items listed below:

_____.

Seller’s Initials Date

Seller agrees to make repairs to the Disapproved Items specifically listed below:

Seller's Initials Date

Seller rejects Buyer's request to address the Disapproved Items; Buyer shall accept the Property in its "As-Is" condition.

Seller's Initials Date

3. **Time Period for Buyer's Reply.** Buyer shall have the later of: (i) two (2) business days from receipt of Seller's Response; or (ii) the expiration of the Inspection Period (as defined in the Agreement) to either accept or reject same in Section 4 below. To the extent necessary, the Inspection Period shall be automatically extended on a day-for-day basis for up to five (5) additional calendar days, to accommodate for Seller to respond to Buyer's request and for Buyer to accept or reject Seller's response prior to the expiration of the Inspection Period. In the event that Buyer fails to timely accept or reject Seller's Response within the time period provided herein, the Inspection Period shall be deemed waived and Buyer will accept the Property in its "As-Is" condition.

4. **Buyer's Reply to Seller's Response.** Buyer replies to Seller's Response as follows: (check applicable box).

Buyer rejects Seller's Response, and hereby elects to terminate the Agreement. Buyer further requests that the Closing Agent refund the Deposit to the Buyer consistent with terms of the Agreement.*

Buyer accepts Seller's Response to the Disapproved Items (as specifically set forth above) and agrees to proceed to Closing consistent with the terms of the Agreement.**

** This is a notice, and therefore, only requires Buyer's signature.*

*** This is not a notice, and therefore, requires both Buyer's and Seller's signatures.*

5. **Additional Terms.**

SELLER:

[_____]

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

Schedule 1

#	Ref Page # from Inspection	Location of the Disapproved Item	Specific Issue and Buyer's Request for Seller to Address the Disapproved Item
1	32	Kitchen	<p align="center"><i><u>Example</u></i></p> <p><i>Garbage disposal does not operate. Seller to repair/replace garbage disposal.</i></p>
