

# Response to Property Inspection

Date: \_\_\_\_\_

Agreement to Buy or Sell Dated: \_\_\_\_\_

Property Address: \_\_\_\_\_

Buyers: \_\_\_\_\_

Sellers: \_\_\_\_\_

This is to advise that the applicable inspection(s) allowed by the Agreement to Buy or Sell the above property have been made.

**Buyer elects to (ACCEPTANCE, OPTION 1, or OPTION 2 below and sign on Line 47):**

**ACCEPTANCE:** Accept property in its present condition and shall proceed toward an Act of Sale; **OR**  
 \_\_\_\_\_ Initials

**OPTION 1:** Terminate the Agreement to Purchase as per attached Cancellation. **OR**  
 \_\_\_\_\_ Initials

**OPTION 2:** Indicate the deficiencies and desired remedies below. If remedy of any or all of the deficiencies listed below (to be made at the expense of the SELLER'S is not agreeable to SELLER'S then BUYER'S shall have 72 hours from the date of SELLER'S written response, or 72 hours from the date that SELLER'S response was due, whichever is earlier, to: (1) accept SELLER'S response to BUYER'S written requests or (2) accept the property in its present condition, or (3) to elect to terminate the Agreement to Purchase. In ALL cases, BUYER'S response shall be in writing. Upon BUYER'S failure to respond by the time specified or BUYER'S electing, in writing, to terminate the Agreement To Purchase, the Agreement shall be ipso facto Null and Void (except for return of deposit) and ALL PARTIES AGREE TO SIGN A CANCELLATION WITHIN 72 HOURS ENTITLING THE BUYER'S TO THE RETURN OF HIS/THEIR DEPOSIT IN FULL, AND NEITHER PARTY SHALL THEREAFTER HAVE ANY FURTHER OBLIGATION TO THE OTHER.  
 \_\_\_\_\_ Initials

*(To Be Completed ONLY if OPTION 2 Is Selected):*

Deficiencies	Desired Remedies:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This agreement does not void any prior agreement(s) for the correction or repair of other property deficiencies that are not described herein and any said prior agreement(s) will remain binding on the parties hereto.

If **OPTION 2** is selected above, the SELLER'S have 72 hours commencing on \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m. (Date and Time) to give his/their written response to this Property Inspection Response.

X \_\_\_\_\_  
 Sign Buyer's Full Name

\_\_\_\_\_

Print Buyer's Full Name

Date: \_\_\_\_\_ Time: \_\_\_\_\_

X \_\_\_\_\_  
 Sign Buyer's Full Name

\_\_\_\_\_

Print Buyer's Full Name

Date: \_\_\_\_\_ Time: \_\_\_\_\_

54 **SELLER(S) RESPONSE TO OPTION 2 (Please initial):**

55  1. The SELLER'S will have all of the above mentioned deficiencies corrected not later than five (5) calendar days prior to the  
56 agreed upon date of act of sale, and will provide BUYER'S with copies of paid receipts, or proof of repairs; or  
57

58 \_\_\_\_\_ **Initials**  
59

60  2. The SELLER'S is willing to correct only those deficiencies noted and initialed above and will do so not later than five (5) calendar  
61 days prior to the agreed upon date of act of sale, and will provide BUYER'S with copies of paid receipts, or proof of repairs; or

62 \_\_\_\_\_ **Initials**  
63

64  3. Unless disallowed by lender, in lieu of SELLER'S having the above deficiencies corrected prior to act of sale, the SELLER'S  
65 will pay to the BUYER'S at act of sale the sum of \$\_\_\_\_\_. Both parties agree to accept this sum as  
66 full and complete payment for the cost to BUYER'S of having said deficiencies corrected after the date of the act of sale (even if the  
67 actual cost is more or less than the stated sum); or to apply said sum to PURCHASER'S total cost at closing.

68 \_\_\_\_\_ **Initials**  
69

70  4. Unless disallowed by lender, in lieu of SELLER'S having the above deficiencies. Corrected prior to act of sale, the SELLER'S  
71 will reduce the sales price of the property by \_\_\_\_\_ and an amendment to the purchase agreement signed by  
72 the seller accompanies this response. Both parties agree to accept this sum as full and complete payment for the cost to BUYER'S of  
73 having said deficiencies corrected after the date of the act of sale (even if cost is more or less than the stated sum).

74 \_\_\_\_\_ **Initials**  
75

76  5. The SELLER'S will not remedy any of the above listed deficiencies.

77 \_\_\_\_\_ **Initials**  
78

79 PURCHASER'S HAVE 72 HOURS COMMENCING (DATE) \_\_\_\_\_ AT \_\_\_\_\_  A.M.  P.M. TO  
80 GIVE HIS/THEIR WRITTEN RESPONSE TO THIS PROPERTY INSPECTION RESPONSE.

81 X \_\_\_\_\_  
82 Sign Seller's Full Name  
83 \_\_\_\_\_  
84 Print Seller's Full Name  
85 \_\_\_\_\_  
86 Date: \_\_\_\_\_ Time: \_\_\_\_\_  
87

X \_\_\_\_\_  
Sign Seller's Full Name  
\_\_\_\_\_  
Print Seller's Full Name  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

88  
89 **BUYER(S) FINAL RESPONSE TO OPTION 2 (Please initial):**

90 We accept the SELLER'S response indicated above and shall proceed toward an Act of Sale.

91 \_\_\_\_\_ **Initials**  
92

93 We do not accept the SELLER'S response and hereby declare the Agreement to Purchase Null and Void. A Cancellation of  
94 Agreement is attached.

95 \_\_\_\_\_ **Initials**  
96

97 **(NOT APPLICABLE IF #1 UNDER SELLER'S RESPONSE OPTION 2 ON LINE 56 WAS SELECTED.)**  
98

99 X \_\_\_\_\_  
100 Sign Buyer's Full Name  
101 \_\_\_\_\_  
102 Print Buyer's Full Name  
103 Date: \_\_\_\_\_ Time: \_\_\_\_\_

X \_\_\_\_\_  
Sign Buyer's Full Name  
\_\_\_\_\_  
Print Buyer's Full Name  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

