### Inspection, Repair and Survey Addendum

Form Serial Number: 000000-000000-000000

**KELLER WILLIAMS® REALTY OF NW ARKANSAS** 2418 E. Jovce Blvd. Fayetteville, AR 72703 Ph: (479) 442-4228 Fax: (479) 442-2022





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\_) dated \_\_\_\_\_, and Seller, \_\_\_\_\_ \_\_\_\_\_, covering the real property known as (the "Property"), the undersigned Buyer and Seller, in consideration for the covenants, agreements and promises made below and other good and valuable consideration, receipt and sufficiency being acknowledged, agree as follows: 1. BUYER'S INSPECTION: Buyer chose: ☐ A. To use a representative of Buyer's choosing to perform the inspection suggested and allowed by Paragraph 15(B) or 15(C) of the Real Estate Contract and to provide in the space below a list of repairs needed. Buyer reserves the right to re-inspect the Inspection Items prior to Closing to make sure all repairs have been completed and no other repairs are needed. ☐ B. To personally make the inspection of the Inspection Items (as defined in the Real Estate Contract) suggested and allowed in Paragraph 15(B) or 15(C) of the Real Estate Contract and to provide in the space below a list of repairs needed. Buyer is not relying on any expertise other than that possessed by Buyer. Buyer reserves the right to re-inspect the Inspection Items prior to Closing to make sure all repairs have been completed and no other repairs are needed. ☐ C. To waive all rights of inspection and re-inspection and accepts the Property in its present condition, intentionally disregarding the rights provided to Buyer in Paragraph 15(B) or 15(C) of the Real Estate Contract. □ D. Buyer and Seller have entered into a Real Estate Contract (Lots and Acreage) and Buyer acknowledges that only Paragraphs 1 and 5 of this Inspection, Repair and Survey Addendum are applicable. List of repairs requested by Buyer other than Third-Party Requirements (as defined in the Real Estate Contract):

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This Inspection, Repair and Survey Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein.

THIS IS A LEGALLY BINDING ADDENDUM WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN

ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM. (month) \_\_\_\_\_, (day) \_\_\_, (year) \_\_\_\_, at \_ (a.m.)(p.m.)Selling Firm Signature: Signature: Printed Name: Printed Name: **Principal or Supervising Broker** Buver Signature: Printed Name: Printed Name: **Selling Agent** Buyer 2. SELLER'S RECEIPT OF REPAIR LIST: List of repairs needed was submitted to Seller or Listing Firm within ten (10) business days as allowed by the Real Estate Contract. Seller will respond within ten (10) business days after date received below to Buyer's request, with the exception of Third-Party Requirements, which will be delivered in a timely manner upon receipt. (day) (month) (year) (a.m.)(p.m.) Listing Firm Signature: Printed Name: Printed Name: **Principal or Supervising Broker** Seller Signature: Signature: Printed Name: Printed Name: Listing Agent (Page 2 of 4) Licensed to Keller Williams Realty - Northwest Arkansas (0P4) Form #ARA26, Rev. 071111

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## TO BE COMPLETED WHEN SELLER RECEIVES REPAIR LISTS EXCLUDING THIRD-PARTY REQUIREMENTS IF NOT AVAILABLE

	ER'S RESPONSE TO REPAIR LIST:  Seller agrees to complete the list of repairs listed in Paragraph 1 of this Inspection, Repair and S Addendum, subject to the terms and conditions of the Real Estate Contract.					
	Other:	COHUILIONS	3 Of the Real Estate Contract.			
		65				
		<b>C</b>				
(month) _	(day), (year)	_, at	(a.m.)(p.m.)			
isting Firm		<b>/</b>				
Signature:	45		Signature:			
Printed Name:	Principal or Supervising Broker	7	Printed Name: Seller			
Signature:	-63 ( )		Signature:			
Printed Name:	Listing Agent		Printed Name: Seller			
4. BUYEF	R'S RESPONSE:					
□ <b>A</b> .	Buyer agrees to Paragraph 3 of this		·			
	Buyer does not agree to Paragraph 3 Addendum Form Serial Number	3 of this Ins	spection, Repair and Survey Addendum. See General			
(month) _	, (day), (year)	_, at	(a.m.)(p.m.)			
Selling Firm						
Signature:			Signature:			
Printed Name:	: Principal or Supervising Broker		Printed Name: Buyer			
Signature:			Signature:			
Printed Name:	: Selling Agent		Printed Name: Buyer			
	Williams Realty - Northwest Arkansas (0P4)	(Page 3	•			

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#### TO BE COMPLETED AFTER BUYER'S FINAL INSPECTION PRIOR TO CLOSING

5. BUYER'S AGREEMENT TO PROPERTY CONDITIONS: BUYER ACKNOWLEDGES THE AGENT(S) INVOLVED IN THIS TRANSACTION HAVE MADE BUYER AWARE THAT HOME INSPECTORS WHO PROVIDE THAT SERVICE REGULARLY ARE AVAILABLE AND BUYER COULD CHOOSE FROM THOSE HOME INSPECTORS LISTED IN THE YELLOW PAGES, OR THOSE THE AGENT(S) KNOW ABOUT, OR BUYER COULD CONTACT A PROFESSIONAL SOCIETY OR ORGANIZATION OF HOME INSPECTORS TO FIND A SUITABLE HOME INSPECTOR. BUYER IS NOT RELYING ON THE AGENTS' ADVICE OR RECOMMENDATION IN REGARDS TO CHOOSING A HOME INSPECTOR. ALSO, BUYER UNDERSTANDS THAT THE RECEIPT OF A HOME INSPECTION AND A SELLER PROPERTY DISCLOSURE DOES NOT RELIEVE BUYER FROM THE RESPONSIBILITY OF PERSONALLY INSPECTING THE PROPERTY UNTIL BUYER IS FULLY SATISFIED. BUYER WARRANTS, REPRESENTS AND ACKNOWLEDGES THAT BUYER AND ALL PERSONS OR ENTITIES DESIRED BY BUYER HAVE INSPECTED THE PROPERTY TO THE FULLEST EXTENT DESIRED BY BUYER AND FIND THE CONDITION OF THE PROPERTY ACCEPTABLE IN ALL RESPECTS. BUYER REAFFIRMS ALL DISCLAIMERS SET FORTH WITHIN THE REAL ESTATE CONTRACT BETWEEN BUYER AND SELLER.

BUYER HAS HAD AN OPPORTUNITY TO INSPECT, REVIEW AND VISIT THE PROPERTY AND TO OBTAIN A BOUNDARY SURVEY OF THE PROPERTY TO DETERMINE THAT THE PROPERTY ACTUALLY CONVEYED IS THE PROPERTY BUYER UNDERSTANDS IS BEING CONVEYED, AND BUYER IS NOT RELYING ON ANY STATEMENT (WRITTEN OR ORAL) OF LISTING FIRM, SELLING FIRM, OR SELLER CONCERNING THE SIZE, DIMENSIONS, ACREAGE, AREA OR LOCATION OF THE PROPERTY. THE FACT THAT BUYER COMPLETES THE PURCHASE OF THIS PROPERTY WARRANTS THAT THE BUYER IS COMPLETELY SATISFIED WITH THE CONDITION OF THE PROPERTY. ALL REPAIRS REQUIRED BY THIS INSPECTION, REPAIR AND SURVEY ADDENDUM AND AGREED TO BY SELLER HAVE BEEN MADE TO THE SATISFACTION OF BUYER WITHOUT RELIANCE UPON ANY REPRESENTATION FROM SELLER, LISTING FIRM OR SELLING FIRM.

IF THIS FORM IS BEING USED ON NEW CONSTRUCTION, THIS DISCLAIMER DOES NOT LIMIT, EXPAND, OR OTHERWISE AFFECT THE BUILDER'S WRITTEN OR IMPLIED WARRANTY, IF ANY.

This Inspection, Repair and Survey Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2008.

#### FORM SERIAL NUMBER: 000000-000000-000000

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(month) _	, (day), (year), at	(a.m.)(p.m.)	
Selling Firm			
Signature:		Signature:	
Printed Name:	Principal or Supervising Broker	Printed Name: Buyer	
Signature:		Signature:	
Printed Name:	Selling Agent	Printed Name: Buyer	_
Licensed to Keller \	Villiams Realty - Northwest Arkansas (NPA) (Page	4 of 4)	Form #ARA26 Rev 071111