



RESOLUTION OF UNACCEPTABLE CONDITIONS AMENDMENT

1 SELLER: _____

2 BUYER: _____

3 PROPERTY: _____

4 EFFECTIVE DATE OF CONTRACT: _____

5 THE AGREEMENT(S) SET FORTH IN THIS AMENDMENT CONSTITUTE THE ENTIRE AGREEMENT
6 BETWEEN THE BUYER AND SELLER WITH RESPECT TO RESOLUTION OF THE UNACCEPTABLE
7 CONDITIONS IDENTIFIED IN BUYER'S OFFER TO RENEGOTIATE.

8
9 1. BUYER AGREES TO ACCEPT PROPERTY "AS IS". Buyer conducted inspections, found
10 unacceptable conditions and notified Seller of Buyer's desire to renegotiate the
11 Contract. However, Buyer now agrees to accept the Property "as is" without Buyer: Date:
12 correction of, or other action by the Seller with respect to the unacceptable _____
13 conditions. (This election must be delivered to the Seller within the renegotiation _____
14 Period, but does not require Seller's signature to be binding.)

15
16 2. CORRECTION OF UNACCEPTABLE CONDITIONS. (Initial applicable paragraph below.)
17 Seller acknowledges receipt of Buyer's Inspection Notice and Buyer's inspection report(s), and agrees to
18 make the repairs as indicated below in a workmanlike manner using good quality materials.

19
20 a. SELLER AGREES TO MAKE ALL REPAIRS REQUESTED IN BUYER'S Seller: Date:
21 REPORTS ATTACHED TO THE INSPECTION NOTICE. (This election _____
22 must be delivered to the Buyer within the re-negotiation Period, but does not _____
23 require Buyer's signature to be binding.)

24
25 b. SELLER AGREES TO CORRECT THE FOLLOWING UNACCEPTABLE Seller: Date:
26 CONDITIONS: _____
27 1) _____
28 2) _____
29 3) _____
30 4) _____

31 Attach additional pages if necessary. The ____ additional pages are integral part of this
32 Agreement.

33
34 3. REMAINING UNCORRECTED UNACCEPTABLE CONDITIONS. Any unacceptable conditions
35 identified in Buyer's offer to re-negotiate or in any inspection report accompanying Buyer's offer to
36 renegotiate which the Seller has not agreed to correct in this Amendment **WILL NOT BE**
37 **CORRECTED** and Buyer agrees to accept them in their present condition without any corrective action
38 taken or payment thereof. Seller and Licensees assisting in the sale of the Property are released from any
39 further obligation or liability related to the condition of the Property.

40 SEE PARAGRAPH #5 FOR ADDITIONAL CONDITIONS.

41
42 4. PAYMENT FOR CORRECTIVE MEASURES. If payment for the foregoing corrective measures is not
43 to be made directly out of escrow, Seller agrees to provide proof of payment prior to Closing. Buyer may,
44 prior to Closing, inspect any corrective actions taken by Seller. Seller and Buyer acknowledge that neither
45 Buyer's nor Seller's agents or brokers are responsible for completion of or payment for any corrective
46 measures, which Seller has agreed to make above.

47 **5. ADJUSTMENTS IN PRICE AND/OR TERMS IN LIEU OF REPAIRS. (These options require the**
48 **prior approval of Buyer's Lender.) (Check applicable box):**

49
50
51 In addition to correcting Seller's unacceptable conditions, Buyer and Seller agree as follows:

52
53 In lieu of Seller correcting unacceptable conditions, Buyer and Seller agree as follows:

54
55 a. **PURCHASE PRICE** is changed to \$ _____.

56
57 b. **PAYMENT/CREDIT IN LIEU OF CORRECTION.**

58 i. Seller agrees to credit/pay Buyer \$ _____ at Closing.

59
60 ii. Seller agrees to pay \$ _____ of Buyer's allowable Closing costs
61 and/or prepaid expenses, as permitted by Buyer's lender. If the allowable Closing costs
62 are not equal to or greater than the amount in this subparagraph, Seller agrees to make
63 or pay for repairs in an amount equal to the difference.

64
65 iii. Other _____.

66
67 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
68 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
69 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
70

71
72 _____
73 **SELLER** **DATE** **BUYER** **DATE**
74 _____
SELLER **DATE** **BUYER** **DATE**

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