DUE DILIGENCE AND INSPECTION PERIOD NOTICE

EXAMPLE FORMS

SELLER:
BUYER:
PROPERTY ADDRESS:

BUYER NOTICE

ATTENTION BUYER: Attach all inspection reports obtained to this Notice.

Pursuant to the Purchase Contract for the above referenced Property, Buyer acknowledges and agrees they have completed all tests, inspections, investigations and review of any and all information deemed material to Buyer in making a decision to purchase the Property.

Buyer hereby notifies seller of the following: (SELECT ONLY ONE OF THE THREE OPTIONS BELOW).

☐ **OPTION 1:** Buyer ACCEPTS the Property in its present physical condition. Buyer requests no repairs and/or corrections. Buyer waives any right to cancel or renegotiate pursuant to the inspection provisions of the Purchase Contract.

☐ **OPTION 2:** Buyer REJECTS the Property for the deficiencies listed below. Buyer elects to CANCEL the Purchase Contract immediately and requests a refund of the Earnest Money Deposit.

☐ **OPTION 3:** BUYER'S NOTICE OF OBJECTION: Buyer requests the Property deficiencies listed below be addressed, repaired and/or corrected by Seller. Any and all objections must be provided in this notice and may not be modified after delivery to Seller.

☐ **Additional sheet is incorporated for Buyer's Notice of Objection.**

NOT INTENDED FOR USE

Buyer's Signature Date Buyer's Signature Date

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EXAMPLE FORMS

SELLER RESPONSE

The section below is only to be used for Seller Response to Buyer's Notice of Objection under Option 3 of Buyer Notice.

ATTENTION SELLER:
Any repairs and/or corrections agreed upon in this Notice must be completed in a workmanlike manner.
Pursuant to § A.R.S. 32-1121, a **licensed** contractor is required to perform corrections/repairs if one of the following apply:
(a) the aggregate contract price, including labor and materials, is $1,000 or greater; **OR**
(b) the work to be completed is not of a casual or minor nature; **OR**
(c) the work to be completed requires a local building permit.

Seller Response to Buyer Notice: (SELECT ONLY ONE OF THE THREE OPTIONS BELOW)

☐ **OPTION 1:** Seller agrees to remedy ALL deficiencies listed in Buyer's Notice of Objection. Seller agrees to provide buyer with copies of paid receipts and/or proof of repairs at least 3 days or ____ days prior to close of escrow.

☐ **OPTION 2:** Seller will not remedy ANY of the deficiencies listed in Buyer's Notice of Objection.

☐ **OPTION 3:** Seller agrees to address, correct and/or repair deficiencies listed in Buyer's Notice of Objection ONLY as specified below. Seller agrees to provide Buyer with copies of paid receipts and/or proof of repairs at least 3 days or ____ days prior to close of escrow. Seller will attach a signed Purchase Contract addendum to this response if addressing any/all deficiencies with a credit towards Buyer's closing costs and/or a purchase price modification.

☐ **Additional sheet is incorporated for Seller's Response.**

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Seller's Signature Date Seller's Signature Date

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EXAMPLE FORMS

BUYER FINAL RESPONSE

The section below is only to be used in the event Seller selected Option 3 under Seller Response and has not agreed to remedy ALL deficiencies listed in Buyer's Notice of Objection.

BUYER FINAL RESPONSE: (SELECT ONLY ONE OF THE TWO OPTIONS BELOW)

☐ **OPTION 1:** Buyer elects to CANCEL the Purchase Contract immediately and requests a refund of the Earnest Money Deposit.

☐ **OPTION 2:** Buyer ACCEPTS Seller's Response and agrees to move forward with the Purchase Contract. Buyer is aware that acceptance of any credit from Seller towards Buyer closing costs and/or a purchase price modification shall be addressed by separate addendum to the Purchase Contract.

Buyer's Signature	Date	Buyer's Signature	Date

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FOR BROKER USE:

Brokerage File/Log No.	Manager's Initials:	Broker's Initials	Date

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