



# BUYER INSPECTION NOTICE AND SELLER'S RESPONSE

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- 1. SELLER: \_\_\_\_\_
- 2. BUYER: \_\_\_\_\_
- 3. PREMISES: \_\_\_\_\_ CONTRACT DATED: \_\_\_\_\_

## INSPECTIONS AND REPRESENTATIONS

- 4. Buyer acknowledges that Buyer has been advised to have the Premises examined by professional inspectors. Buyer
- 5. further agrees to verify any information regarding the Premises that is important to Buyer by conducting an independent
- 6. investigation of that information. Buyer acknowledges that neither the Seller nor any Broker involved in this transaction
- 7. is an expert at detecting or repairing physical defects in the Premises. Buyer acknowledges that no verbal
- 8. representations concerning the condition of the Premises are being relied upon by Buyer except as disclosed as follows:
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

## RELEASE OF BROKERS

- 11. Buyer acknowledges the Brokers in this transaction have not verified any representations made by the Seller
- 12. and others, nor have the Brokers conducted any inspections of the Premises. The Brokers make no
- 13. representations concerning the condition of the Premises. Therefore, Buyer expressly releases, indemnifies and
- 14. holds harmless the Brokers from any and all liability for such representations and the condition of the Premises.

## BUYER INSPECTIONS COMPLETED

- 15. Buyer acknowledges that any/all desired inspections, including tests, surveys, and other studies noted in the
- 16. Contract and *any other items deemed to be a material matter by Buyer* pertaining to the Premises have been
- 17. performed. Unless otherwise agreed in writing, the following shall not relieve Seller of any of Seller's obligations
- 18. pursuant to the Contract. Buyer elects as follows:
- 19.  **Premises Accepted—No Repairs Requested.** Buyer acknowledges that Buyer's inspections have been
- 20. conducted and accepts the Premises in its present condition with no repairs requested.
- 21.  **Repairs Requested.** Buyer acknowledges that Buyer's inspections have been conducted and accepts the
- 22. Premises in its present condition with the exception of the reasonably disapproved items listed below. Buyer
- 23. elects to provide Seller an opportunity to correct the items reasonably disapproved prior to Close of Escrow,
- 24. provided that Seller shall have all repairs performed in a workmanlike manner and shall provide Buyer with
- 25. documentation that the reasonably disapproved items have been corrected (i.e. paid receipts, invoices, etc).
- 26.  **Cancellation.** Buyer reasonably disapproves of the items listed below and, pursuant to the Contract, elects to
- 27. immediately cancel the Contract.

28. **Addenda Incorporated:**  Attachment included  Other (specify) \_\_\_\_\_

- 29. \_\_\_\_\_
- 30. \_\_\_\_\_
- 31. \_\_\_\_\_
- 32. \_\_\_\_\_
- 33. \_\_\_\_\_
- 34. \_\_\_\_\_
- 35. \_\_\_\_\_
- 36. \_\_\_\_\_
- 37. \_\_\_\_\_

- 38. \_\_\_\_\_
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- 40. \_\_\_\_\_
- 41. \_\_\_\_\_
- 42. \_\_\_\_\_
- 43. \_\_\_\_\_
- 44. \_\_\_\_\_
- 45. \_\_\_\_\_
- 46. \_\_\_\_\_

**BUYER'S WAIVER OF INSPECTIONS**

47. **BUYER ACKNOWLEDGES THAT BUYER WAS ADVISED TO OBTAIN INSPECTIONS OF THE PREMISES**  
 48. **(as described in the Contract) AND BUYER DECLINED. By acting against the Broker's advice, Buyer**  
 49. **accepts responsibility and hereby releases, indemnifies and holds harmless Brokers from any and all**  
 50. **liability for all matters which professional inspections could have revealed.** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER

**BUYER'S ACKNOWLEDGEMENT AND ACCEPTANCE**

- 51. Buyer acknowledges that the Brokers in this transaction make no representations concerning the competency of any
- 52. inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made.
- 53. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.
- 54. \_\_\_\_\_  
BUYER MO/DA/YR
- 55. \_\_\_\_\_  
BUYER MO/DA/YR

**SELLER'S ACKNOWLEDGEMENT AND ACCEPTANCE**

- 56. If Buyer requests repairs, Seller must reply to this notice, in writing, within **five (5) calendar days** after delivery of
- 57. this form (see Contract). **IF SELLER DOES NOT REPLY, BUYER MAY CANCEL THE CONTRACT AND ALL**
- 58. **EARNEST MONEY SHALL BE RELEASED TO BUYER.** If Seller is unwilling or unable to correct any of the
- 59. reasonably disapproved items stated herein, including making any repairs in a workmanlike manner, Buyer may, by
- 60. written notice to Seller, cancel this Contract within **five (5) calendar days** after receipt of Seller's response, or after
- 61. expiration of the time for Seller's response, whichever occurs first, without further written consent of the parties, in
- 62. which case all earnest money will be released to Buyer. Any changes to the above-requested repairs should be
- 63. addressed by separate written response.
- 64. Seller must check one of the following:
- 65.  Seller agrees to correct the items reasonably disapproved by Buyer prior to Close of Escrow pursuant to terms
- 66. set forth herein.
- 67.  Seller's response is attached and is incorporated herein by reference. Seller should sign both this form and the
- 68. Seller's response.
- 69.  Seller is unwilling or unable to correct the items reasonably disapproved by Buyer.
- 70. Seller acknowledges that the Brokers in this transaction make no representations concerning the competency of any
- 71. inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made.
- 72. If there is a conflict between the Contract and this form, the provisions of this form shall be controlling.
- 73. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.
- 74. \_\_\_\_\_  
SELLER MO/DA/YR
- 75. \_\_\_\_\_  
SELLER MO/DA/YR