

BUYER'S DUE DILIGENCE AND INSPECTION ("DDI")

_____ Listing Firm	☐ Dual	_____ Selling Firm
_____ Seller's Designated Agent Name		_____ Buyer's Designated Agent Name

The 72 hours' time period begins upon receipt by:

1) the designated agent (OR) 2) BUYER or SELLER directly IF not represented.

BUYER'S WAIVER OF INSPECTIONS:**OPTION 1**

_____ I waive my right to have the property inspected. I hereby remove the Due Diligence and Inspection Contingency and elect to proceed to the act of sale. BUYER ACKNOWLEDGES THAT BUYER WAS ADVISED TO OBTAIN INSPECTIONS OF THE PREMISES BY QUALIFIED INSPECTOR(S) AND BUYER DECLINED. By acting against the Broker and/or agent's advice, BUYER accepts responsibility and hereby releases, indemnifies, and holds harmless Brokers and agents from any and all liability for all matter that professional inspections could have revealed.

Notices to BUYER:

1. This Due Diligence and Inspection Agreement does not void any prior written agreement between the parties for the correction or repair of other property deficiencies that are not listed herein, and any prior written agreement shall remain binding on all parties.
2. If BUYER fails to timely provide written notice of termination of the Agreement to Buy or Sell or a written BUYER's Request as described in the Agreement to Buy or Sell prior to the expiration of the Due Diligence and Inspection Period, the BUYER shall be deemed to accept the Property in its current condition.

OPTION 2

_____ **BUYER'S ACCEPTANCE OF PROPERTY CONDITION AFTER DUE DILIGENCE AND INSPECTION** All inspections desired by BUYER and allowed by the Residential Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are satisfactory and hereby approved by BUYER. BUYER hereby waives and relinquishes the right to make further inspections and/or to request remedies to deficiencies that would be indicated by any inspection allowed by the Residential Agreement to Buy or Sell. BUYER hereby terminates the Due Diligence and Inspection Period.

OPTION 3

_____ The BUYER elects, in writing, to terminate the Agreement to Buy or Sell and hereby declares the Agreement null and void.

If the BUYER elects to terminate the Agreement to Buy or Sell, the Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the BUYER

BUYER SIGNATURE _____ date/time BUYER SIGNATURE _____ date/time

Printed name _____ Printed name _____

Buyer's Agent Delivered to Seller's Agent by _____ Hand _____ Fax _____ Email
 date/time date/time date/time
 Seller's Agent Presented to Seller by _____ Hand _____ Fax _____ Email
 date/time date/time date/time

IF BUYER CHOOSES EITHER OF THE OPTIONS ON THIS PAGE 1, THE PARTIES ARE COMPLETE WITH THE DUE DILIGENCE AND INSPECTION PERIOD AND SUBSEQUENT PAGES ARE NOT NEEDED.

BUYER'S DUE DILIGENCE AND INSPECTION ("DDI") RESPONSE

_____ Listing Firm	☐ Dual	_____ Selling Firm
_____ Seller's Designated Agent Name		_____ Buyer's Designated Agent Name

If the BUYER is not satisfied with the condition of the Property or the results of the BUYER'S due diligence investigation or inspections, the BUYER may choose either Option 1 or Option 2 prior to the expiration of the Due Diligence and Inspection (DDI) Period by initialing below:

_____ All inspections desired by BUYER and allowed by the Agreement to Buy or Sell have been completed. The reports and the conditions stated therein are unsatisfactory and hereby not approved by BUYER. All deficiencies BUYER desires remedied and the desired remedies are listed on the attached BUYER's Deficiencies and Remedies Request attached hereto on page 2 of 5.

If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. SELLER's written response shall be provided to the BUYER within seventy-two (72) hours of receipt of the BUYER's Request ("SELLER'S Response").

- 1. If the SELLER agrees to remedy ALL ITEMS** listed on the BUYER'S Deficiencies and Remedies Request, in the manner indicated, **at least 5 working days** prior to the Act of Sale and shall provide BUYER copies of paid receipts or other proof of repairs or remedies made. This shall remove the Due Diligence and Inspection contingency of the Agreement to Buy or Sell and shall proceed to Act of Sale.
- 2. If the SELLER, in the SELLER'S Response, refuses to remedy** any or all the deficiencies listed by the BUYER, then the BUYER shall have seventy-two (72) hours from receipt of the SELLER'S Response or seventy-two (72) hours from the date the SELLER's response was due, to take one of the following actions:
 - (i) BUYER may elect to accept the Property in its current condition, or
 - (ii) BUYER may elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no further action required by either party except for the return of Deposit to the BUYER.
- 3. If the SELLER fails to timely respond to the BUYER'S Request in writing within the required time frame, then the** BUYER shall have seventy-two (72) hours from when the SELLER'S Response was due to notify the SELLER in writing that the BUYER will:
 - (i) accept the Property in its current condition; or
 - (ii) elect to terminate the Agreement.

If the BUYER fails to provide this notice in writing within the required time frame, the Agreement to Buy or Sell shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

BUYER’S DEFICIENCIES AND REMEDIES REQUEST

BUYER requests SELLER, at SELLER’s expense, to remedy, repair or replace the items listed as specified below. It is recommended BUYER attach a copy of the inspection report, if an inspector is used, naming those items to this Request.

BUYER SIGNATURE	date/time	BUYER SIGNATURE	date/time
Printed name		Printed name	
Buyer’s Agent Delivered to Seller’s Agent by	Hand date/time	Fax date/time	Email date/time
Seller’s Agent Presented to Seller by	Hand date/time	Fax date/time	Email date/time

SELLER'S RESPONSE TO BUYER'S DDI REMEDY REQUEST

_____ SELLER(s) acknowledges receipt of BUYER's Due Diligence and Inspection ("DDI") Response and request for modification(s) or repair(s) on _____ date and time.

SELLER shall respond to BUYER's Request for modification(s) or repair(s) by selecting and initialing beside the options numbered 1 thru 4 below.

A: If provided a BUYER'S Deficiencies and Remedies Request, the SELLER shall respond in writing as to the SELLER'S willingness or refusal to remedy any deficiencies identified in the BUYER'S Request by using page 5 of this form. Seller's written response shall be provided to the BUYER within seventy-two (72) hours of receipt of the BUYER'S Request ("SELLER'S Response").

B: If the SELLER fails to timely respond to the BUYER'S Request in writing within the required time frame, then the BUYER shall have seventy-two hours from when the SELLER'S Response was due, to notify the SELLER in writing that the BUYER will accept the property in its current condition or elect to terminate the Agreement to Buy or Sell.

SELLER hereby selects and agrees as noted below:

- _____ (1) SELLER agrees to remedy ALL ITEMS listed on the BUYER'S Deficiencies and Remedies Request, in the manner indicated, **at least 5 working days** prior to the Act of Sale and shall provide BUYER copies of paid receipts or other proof of repairs or remedies made. **This shall remove the Due Diligence and Inspection contingency of the Agreement to Buy or Sell and shall proceed to Act of Sale (Pages 4-5 are not needed).**
- _____ (2) SELLER agrees to remedy ONLY those items identified and described on the **SELLER's Remedies Response attached** hereto at page 4 of 5. All repairs and/or modifications which the SELLER is agreeing remedy will be completed **at least 5 working days** prior to the Act of Sale and SELLER shall provide BUYER copies of paid receipts or other proof of repairs or remedies made.
- _____ (3) in lieu of SELLER agreeing to remedy item(s) requested by BUYER, SELLER agrees to pay on behalf of BUYER, at the Act of Sale the sum of \$_____ to go toward BUYER. Further clarification, if needed, is provided on the **SELLER's Remedies Response attached** hereto on page 4 of 5. Acceptance of these funds by BUYER shall be considered full payment for the remedy of each deficiency regardless of actual cost. **This option may require amendment to the Agreement to Buy or Sell.**

***Sellers have the option to choose a combination of Options 2 and 3.**

- _____ (4) SELLER will not remedy any items listed in BUYER'S Deficiencies and Remedies Request

SELLER SIGNATURE _____ date/time _____

SELLER SIGNATURE _____ date/time _____

Printed name _____

Printed name _____

Seller's Agent Delivered to Buyer's Agent by _____ Hand _____ Fax _____ Email _____
date/time date/time date/time

Buyer's Agent Presented to Buyer by _____ Hand _____ Fax _____ Email _____
date/time date/time date/time

BUYER acknowledges receipt of the SELLER's Response on _____ Date at _____ Time

SELLER'S REMEDIES RESPONSE

SELLER agrees to remedy, repair, or replace only the items listed below:

SELLER SIGNATURE date/time

Printed name _____

SELLER SIGNATURE date/time

Printed name _____

BUYER'S FINAL RESPONSE

If SELLER has timely responded to BUYER's Request, BUYER shall have seventy-two (72) hours after receipt of SELLER'S RESPONSE or seventy-two (72) hours after the time SELLER'S RESPONSE was due, whichever is earlier, to indicate BUYER'S Final Response to SELLER's Response by initialing one of the two choices below.

_____ BUYER accepts SELLER'S RESPONSE to BUYER'S request and elects to proceed to Act of Sale.

_____ BUYER does not accept SELLER'S RESPONSE to BUYER's Request to remedy less than all the items listed on BUYER's Request. BUYER hereby elects to declare the Agreement to Buy or Sell null and void and requests THAT THE DEPOSIT MADE, IF ANY, BE RETURNED IMMEDIATELY TO BUYER as per the Agreement to Buy or Sell. A cancellation of Agreement to Buy or Sell is hereto attached.

If SELLER has failed to timely respond in writing to BUYER's Request within the required time frame, Buyer shall have seventy-two (72) hours from when the SELLER'S Response was due to indicate BUYER'S Final Response and BUYER may elect to proceed as follows:

_____ BUYER hereby accepts the property in its current condition without any repair or remedies and elects to proceed to Act of Sale.

_____ BUYER hereby elects to declare the Agreement to Buy or Sell null and void and requests THAT THE DEPOSIT MADE, IF ANY, BE RETURNED IMMEDIATELY TO BUYER as per the Agreement to Buy or Sell. A cancellation of Agreement to Buy or Sell is hereto attached.

***If BUYER fails to timely respond to SELLER's Response within the time specified**, the Agreement to Buy or Sell shall be automatically declared, with no further action required by either party, ipso facto null and void except for the return of the Deposit to BUYER.

BUYER SIGNATURE date/time

Printed name _____

BUYER SIGNATURE date/time

Printed name _____

SELLER SIGNATURE date/time

Printed name _____

SELLER SIGNATURE date/time

Printed name _____

Buyer's Agent Delivered to Seller's Agent by

_____ Hand
date/time

_____ Fax
date/time

_____ Email
date/time

Seller's Agent Presented to Seller by

_____ Hand
date/time

_____ Fax
date/time

_____ Email
date/time