Buyer-Side Contract Do's & Don'ts

Clean Offers. Protected Clients. Confident Closings.

Form 21 – Purchase & Sale Agreement

Do:

- Confirm purchase price, escalation terms, and caps are crystal clear.
- Align closing date with Lender timelines and Buyer availability.
- Verify included/excluded items match MLS and Buyer expectations.
- Review earnest money amount and delivery timeline carefully.
- Ensure all dates align with the attached addenda.

Don't:

- Rush submission without reviewing every blank and checkbox.
- Assume Seller possession terms match Buyer expectations.
- Overlook default and remedy provisions.
- Let conflicting dates between forms slide.
- Submit incomplete offers "just to get it in."

Earnest Money

Do:

- Explain when earnest money becomes non-refundable.
- Confirm delivery method and timeline.
- Email deadlines and delivery method so you have written confirmation.
- Use contingencies strategically to protect it.
- Communicate clearly if release or disputes arise.

Don't:

- Let Buyers believe earnest money is automatically safe.
- Miss contingency expiration deadlines.
- Delay deposit without understanding contract terms.
- Ignore notice requirements tied to protection.

Form 22A – Financing Addendum

Do:

- Confirm loan type matches property eligibility.
- Track financing contingency expiration.
- Stay in close contact with Lender from mutual forward.
- Request extensions before deadlines expire if needed.

Don't:

- Assume pre-approval equals clear-to-close.
- Miss notice deadlines.
- Wait for Lender updates passively.
- Forget that missed timelines shift leverage to the Seller.

Form 22B – Buyer's Sale of Property

Do:

- Prepare Buyers for competitiveness challenges.
- Confirm listing status and timeline alignment.
- Understand bump clauses and notice periods.
- Keep Seller informed through clean communication.

Don't:

- Submit without realistic closing coordination.
- Ignore risk exposure if Buyer's home doesn't sell.
- Miss response deadlines if bumped.
- Overpromise certainty to the Buyer.

Form 35 – Inspection Contingency

Do:

- Schedule inspection immediately after mutual.
- Track inspection response deadline precisely.
- Prepare Buyer emotionally for findings.
- Negotiate strategically, not reactively.

Don't:

- Wait until the last day to inspect.
- Use inspection to renegotiate cosmetic issues aggressively.
- Miss response deadlines.
- Submit vague repair requests.
- Send portions of the inspection report Seller did not request.

Form 22D – Appraisal Addendum

Do:

- Discuss appraisal gap risk before writing the offer.
- Prepare Buyer for renegotiation options.
- Align financing strategy with potential shortfall.
- Respond quickly if appraisal is low.

Don't:

- Assume value will "come in."
- Let Buyers be surprised by gap conversations.
- Miss appraisal-related deadlines.
- Ignore Lender timelines.

22J - Lead Based Paint Disclosure

Do:

- Use for properties built prior to 1978. Every time.
- Deliver the EPA pamphlet and obtain proper acknowledgments.
- Track the 10-day review period if inspection is elected.
- Confirm signatures and initials are complete.

Don't:

- Treat it as optional or "just informational."
- Miss Buyer or Seller initials.
- Overlook the inspection election box.
- Assume "no knowledge" eliminates risk.

22K - Utility Disclosure

Do:

- Clarify which utilities are included and who pays what.
- Confirm transfer timing for power, water, sewer, gas, etc.
- Address leased systems like propane or solar clearly.
- Align possession date with utility responsibility.

Don't:

- Assume utilities transfer automatically at closing.
- Forget leased tanks, panels, or equipment.
- Leave gaps between possession and billing responsibility.
- Ignore how utility terms impact early occupancy or rent-back.

Form 17 - Seller Disclosures

Do:

- Fully review the document for any items that may be of concern
- Prepare Buyer for any items that may need repaired.
- Communicate the review timeframe clearly.

Don't:

- Assume everything is good.
- Ignore little things or make them seem bigger than they are.
- Ignore review timelines.

Title Review & Closing

Do:

- Encourage Buyers to review preliminary Title.
- Watch for easements, restrictions, or red flags.
- Communicate often with the Title Company to resolve any questions.
- Confirm closing logistics early.
- Coordinate final walkthrough timing.

Don't:

- Assume Title issues will resolve themselves.
- Ignore HOA documents or CC&Rs.
- Wait until the day before closing to confirm details.
- Let the timeline slip after contingencies are removed.

Overall Buyer-Side Discipline

Do:

- Use a timeline tracker. Every time.
- Explain risk before it becomes stress.
- Review how addenda interact with each other.
- Communicate proactively with the Lender and listing Agent.
- Build confidence through preparation.

Don't:

- Treat addenda as boilerplate.
- Let deadlines pass without written notice.
- Overcomplicate competitive offers unnecessarily.