

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 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 clause 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.

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 timeline discipline slip after contingencies remove.

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 lender and listing agent.
- Build confidence through preparation.

Don't:

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

