COLD WEATHER INSPECTION WAIVER

SELLER: ____________________________________________________________

BUYER: ____________________________________________________________

PROPERTY: __________________________________________________________

INSPECTION LIMITATIONS. Notwithstanding the terms of any inspection provisions of this Contract, BUYER understands the system(s) on the Property cannot be tested without risk of damage to the system(s) during cold weather.

This waiver covers the following systems (Check applicable box(es)):

☐ Air Conditioning System. SELLER states the air conditioning system on the Property was in normal operating condition when last used during the month of ________________________, and to the best of SELLER’S knowledge remains in the same condition. (Air conditioning systems may risk damage if operated when the temperature is below 60 degrees Fahrenheit for the preceding 24 hours. It is recommended that a licensed HVAC specialist be consulted to test the system below 60 degrees.)

☐ Swimming Pool System and Equipment. SELLER states the swimming pool system and equipment have been winterized and were in normal operating condition when last used during the month of ________________________, and to the best of SELLER’S knowledge remains in the same condition.

☐ Lawn Sprinkler System. SELLER states the lawn sprinkler system on the Property has been winterized and was in normal operating condition when last used during the month of ________________________, and to the best of SELLER’S knowledge remains in the same condition.

WAIVER OF INSPECTION. In the event the outside temperature does not permit safe inspection of the system(s) checked above prior to Closing, BUYER waives such inspection and agrees to accept SELLER’S representation herein concerning the condition of the system(s) in lieu of inspection. BUYER understands all Brokers, their representatives, agents or employees have no personal knowledge concerning the condition of the system(s) on the Property. BUYER is relying solely upon the representations of the SELLER concerning the condition of said system(s).

____________________________________  ____________________________  ____________________________
SELLER                                  DATE                                  BUYER                                  DATE

____________________________________  ____________________________  ____________________________
SELLER                                  DATE                                  BUYER                                  DATE

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