RESOLUTION OF UNACCEPTABLE CONDITIONS
AMENDMENT

SELLER: 

BUYER: 

PROPERTY: 

EFFECTIVE DATE OF CONTRACT: 

THE AGREEMENT(S) SET FORTH IN THIS AMENDMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE BUYER AND SELLER WITH RESPECT TO RESOLUTION OF THE UNACCEPTABLE CONDITIONS IDENTIFIED BELOW. Except for the changes noted below, all of the other provisions of the Contract shall remain in full effect.

Check applicable paragraph(s) below.

☐ 1. CORRECTION OF UNACCEPTABLE CONDITIONS.
SELLER acknowledges receipt of BUYER’S Inspection Notice and BUYER’S inspection report(s), and agrees to make the repairs as indicated below in a workmanlike manner using good-quality materials. Repairs will be completed prior to Closing unless agreed to in writing and approved by Lender(s), if any.

SELLER AGREES TO CORRECT THE FOLLOWING UNACCEPTABLE CONDITIONS: ______________________________________

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Attach additional pages if necessary. The ____ additional pages are an integral part of this Agreement.

☐ 2. ADJUSTMENTS IN PRICE AND/OR TERMS. (These options may require the prior approval of BUYER’S Lender(s) and have the potential to delay Closing due to federal regulation.)

☐ a. PURCHASE PRICE is changed to $ ____________________.

☐ b. CREDIT TOWARD ALLOWABLE CLOSING COSTS/PREPAID EXPENSES. SELLER agrees to pay additional BUYER’S closing costs and/or prepaid expenses as permitted by BUYER’S Lender(s) of $ ______________ plus any amounts previously agreed to for a total amount not to exceed $ ______________ (total to be paid). BUYER and SELLER acknowledge the allowable costs may be more or less than the total amount agreed to above.

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PAYMENT FOR CORRECTIVE MEASURES. If payment for the foregoing corrective measures is not to be made directly out of escrow, SELLER agrees to provide proof of payment prior to Closing. BUYER may, prior to Closing, inspect any corrective actions taken by SELLER. SELLER and BUYER acknowledge neither BUYER'S nor SELLER'S agents or brokers are responsible for completion of or payment for any corrective measures which SELLER has agreed to make above.

REMAINING UNCORRECTED UNACCEPTABLE CONDITIONS. Any unacceptable conditions identified in BUYER'S offer to renegotiate or in any inspection report accompanying BUYER'S offer to renegotiate which the SELLER has not agreed to correct in this Amendment WILL NOT BE CORRECTED and BUYER agrees to accept them in their present condition without any corrective action taken or payment thereof. SELLER and Licensees assisting in the sale of the Property are released from any further obligation or liability related to the condition of the Property.

ANY OF THE FOLLOWING EXECUTED AND DELIVERED TO THE OTHER PARTY OR OTHER PARTY'S AGENT PRIOR TO THE EXPIRATION OF THE RENEGOTIATION PERIOD WILL CONSTITUTE AN AGREEMENT:

1. SELLER'S signature agreeing to do everything requested by BUYER on Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or

2. A Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or

3. BUYER'S signature accepting the Property in its present condition without correction of any Unacceptable Conditions.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER ___________________________ DATE ________________

BUYER ___________________________ DATE ________________

SELLER ___________________________ DATE ________________

BUYER ___________________________ DATE ________________

BUYER AGREES TO ACCEPT PROPERTY IN ITS PRESENT CONDITION. BUYER initially desired to renegotiate the Contract. No agreement has been reached. Therefore, BUYER now agrees to accept the Property in its present condition without correction of, or other action by the SELLER with respect to the Unacceptable Conditions, all of the other provisions of the Contract shall remain in full effect. (This election does not require SELLER'S signature to be binding if delivered prior to the expiration of the Renegotiation Period.)

BUYER ___________________________ DATE ________________

BUYER ___________________________ DATE ________________

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2018.

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