



COLD WEATHER INSPECTION WAIVER

1 **SELLER:** _____

2 **BUYER:** _____

3 **PROPERTY:** _____

4
5 **INSPECTION LIMITATIONS.** Notwithstanding the terms of any inspection provisions of this Contract,
6 BUYER understands the system(s) on the Property cannot be tested without risk of damage to the system(s)
7 during cold weather.

8
9 **This waiver covers the following systems (*Check applicable box(es)*):**

10
11 **Air Conditioning System.** SELLER states the air conditioning system on the Property was in normal
12 operating condition when last used during the month of _____, and to the best
13 of SELLER'S knowledge remains in the same condition. (Air conditioning systems may risk damage if
14 operated when the temperature is below 60 degrees Fahrenheit for the preceding 24 hours. It is
15 recommended that a licensed HVAC specialist be consulted to test the system below 60 degrees.)

16
17 **Swimming Pool System and Equipment.** SELLER states the swimming pool system and equipment
18 have been winterized and were in normal operating condition when last used during the month of
19 _____, and to the best of SELLER'S knowledge remains in the same condition.

20
21 **Lawn Sprinkler System.** SELLER states the lawn sprinkler system on the Property has been winterized
22 and was in normal operating condition when last used during the month of _____,
23 and to the best of SELLER'S knowledge remains in the same condition.

24
25 **WAIVER OF INSPECTION.** In the event the outside temperature does not permit safe inspection of the
26 system(s) checked above prior to Closing, BUYER waives such inspection and agrees to accept SELLER'S
27 representation herein concerning the condition of the system(s) in lieu of inspection. BUYER understands all
28 Brokers, their representatives, agents or employees have no personal knowledge concerning the condition of
29 the system(s) on the Property. BUYER is relying solely upon the representations of the SELLER concerning
30 the condition of said system(s).

31
32
33 _____
SELLER **DATE** **BUYER** **DATE**

34
35
36 _____
SELLER **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 Form, 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. Revised 07/15. Previous versions of this document may no longer be valid. Copyright January 2023.