



Eastern Connecticut Association of REALTORS®
WRITTEN NOTICE FOR INSPECTION REMEDY CLAUSE
IN ACCORDANCE WITH PARAGRAPH 17A OF THE PURCHASE & SALE AGREEMENT



Page ____ of ____

For the Purchase and Sale Agreement dated _____ between

Buyer _____ and

Seller _____

For the Property located at _____

1. INSPECTION/TEST REPORTS: Check all reports that are referenced in paragraph 2, below, and attached to this Notice.

- | | | | |
|--|--------------------|---|--------------------|
| <input type="checkbox"/> A. Wood Destroying Organism | Report dated _____ | <input type="checkbox"/> E. On-Site Sewage System | Report dated _____ |
| <input type="checkbox"/> B. Water Quality | Report dated _____ | <input type="checkbox"/> F. Asbestos | Report dated _____ |
| <input type="checkbox"/> C. Well Water Yield | Report dated _____ | <input type="checkbox"/> G. Radon | Report dated _____ |
| <input type="checkbox"/> D. Structural/ Mechanical | Report dated _____ | <input type="checkbox"/> H. Other | Report dated _____ |

2. TERMS OF NOTICE:

- a. The Buyer requests that Seller remedy the unacceptable conditions referenced below.

Report	Repair Request or Credit <i>Be specific. Include completion dates for repairs. Use additional pages if necessary.</i>

- b. Seller's written response to this Notice is due within five (5) days from the date of the Seller's receipt of this Notice. If Seller fails to respond to Buyer in writing within five (5) days or if Buyer and Seller cannot agree on correcting the unacceptable condition(s) in writing within five (5) days of Seller's written response to Buyer, either party shall have the option to terminate the Purchase and Sale Agreement by giving written Notice to the other party.
- c. **LIMITATION ON SELLER CREDIT REQUEST:** Buyer acknowledges that the total amount of Seller credit towards Buyer's closing costs may be limited by the Buyer's Lender. Seller shall have no obligation to pay a total Seller Credit in excess of the amount permitted by Buyer's lender. When Seller has agreed to give a Seller Credit in accordance with this Notice, Buyer hereby waives his right to seek any additional remedy for that unacceptable condition.

This notice satisfies the Buyer's notice requirements of paragraph 17A of the Purchase & Sale Agreement with respect to only the unacceptable conditions contained in those inspections/test reports identified in paragraph 1, and upon acceptance by the Seller shall be an addendum to the Purchase and Sale Agreement.

Buyer Date

Buyer Date

The Seller agrees to remedy the unacceptable conditions identified above.

Seller Date

Seller Date