

## Term

Acceptance:	Acceptance occurs when all parties have agreed to all terms and executed the REPC
Alterations/Improvements to the Property	Even if the Seller thinks that a change will improve the property, they cannot make any substantial changes (painting walls, landscaping etc.) without prior written consent from the Buyer.
Due Diligence	Consists of the Buyer's review and approval of all the contents of the Seller's Disclosure as well as any additional tests and evaluations and verifications deemed necessary by the Buyer such as found in the Buyer's Due Diligence Checklist.
Financial Encumbrance/Changes to the Legal Title	the Seller cannot takeout any new loans (Home Equity Line of Credit) and cannot make any changes to the legal title of the Property without prior written consent from the Buyer.
Foreign Investment in Real Property Tax Act of 1980 (FIRPTA)	A "foreign person" includes a non-resident alien, individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, the Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at closing in order to avoid closing delays. If Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing.
Lead-Based Paint Disclosure for the Property	Only if the property was built prior to 1978
Property Management Agreement	No changes to any existing Property Management Agreement and no new Property Management Agreement shall be made without prior written consent from the Buyer.
Seller Property Condition Disclosure for the Property	Seller must fill out completely and honestly. Its important to be open and honest about all aspects of the property. If in doubt, disclose it.
Specific Performance	Court require the Buyer to go through with the purchase.

## Concept

Addenda	Check the appropriate box if the addenda comes as part of the initial offer. If any addenda comes later it will not be addressed in Section 9. An addenda is an addition to the contract such as a change in terms
Additional Earnest Money Deposit	If the REPC has not been previously cancelled by the Buyer as provided in Sections 8.1, 8.2 , and 8.3, as applicable, no later than the Due Diligence Deadline or the Financing & Appraisal Deadline, whichever is later, then the Additional Earnest Money Deposit shall be credited toward the Purchase Price at closing. This is often now multi-offers are won.
Appraisal Condition	Buyer's obligation to purchase the Property [ ] IS [ ] IS NOT conditioned upon the Property appraising for not less than the Purchase Price. If checked in the affirmative Section 8.2(a) and 8.2(b) apply, otherwise they do not.
Attorney Fees and Cost Governing Law	In the event of litigation or arbitration, the losing party shall pay the winning party's costs and attorney fees. However, attorney fees shall not be awarded for participating in mediation. These provisions shall survive Closing.

Authority of Signers	if the Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, it is wise to obtain the documents relating to that corporation to find out who the authority lies with, to make sure that the person signing has the authority to bind the parties.
Buyer Default	If the Buyer defaults the Seller may: (a) cancel the REPC and retain the Earnest Money as liquidated damages, (b) maintain the Earnest Money and sue the Buyer to enforce the REPC (specific performance), or (c) return the Earnest Money and pursue any other remedies at law.
Buyer's Conditions of Purchase	[ ] IS vs [ ] IS NOT conditioned upon Buyer's Due Diligence as defined in Section 8.1(a). By checking "Is" this allows the Buyer to cancel based on the Due Diligence if they find something they don't like. Otherwise, they cannot cancel based on Due Diligence.
Buyer's Due Diligence Checklist	Physical condition of the property; Existence of any hazardous substances; Any environmental issues or geographic conditions; The square footage and or acreage of the land and/or improvements; The condition of roof, walls and foundation; The condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; The condition of all appliances; The costs and availability of any homeowners' insurance and flood insurance; Water source- availability and quality (if available); Location of property line, regulatory use and restrictions or violations; Fees for services such as HOA dues, municipal services, and utility costs; Convicted sex offenders residing in proximity to the property; and Any other matters deemed material to the Buyer in making a decision to purchase this Property
Buyer's Right to Cancel	If upon completion of a licensed appraisal, the Buyer received written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price, the Buyer may cancel the REPC by providing written notice to the Seller no later than the Financing & Appraisal Deadline. The Earnest Money shall then be released to the Buyer without the requirement of further written authorization from Seller.
Buyer's Right to Cancel After the Financing & Appraisal Deadline	If the Financing & Appraisal Deadline has passed and the Buyer fails to obtain the loan, then the Buyer shall not be obligated to purchase the Property and the Buyer or Seller may cancel the REPC by providing written notice to the other party.
Buyer's Right to Cancel Before the Financing & Appraisal Deadline	If the Buyer is not satisfied with the terms of contract (interest rate, monthly mortgage payment amount, etc.) after the Due Diligence deadline has passed but before the Financing & Appraisal Deadline, an amount as specified of the Buyer's Earnest Money will go to the Seller and the remaining amount will be returned to the Buyer.
Buyer's Right to Cancel or Resolve Objections	if the Buyer determines that the results of the Due Diligence are unacceptable, may cancel the REPC (before the deadline) by written notice to the Seller (Notice of Cancellation) and the earnest money shall be released back to the Buyer or they still want the property as long as the Seller is willing to resolve in writing any objections found arising from Due Diligence before the deadline. (Example: Getting the roof fixed at the Seller's expense) If Buyer fails to cancel or resolve issue before the deadline – the buyer shall be deemed to waive the Due Diligence condition. Earnest money then becomes nonrefundable.
Changes During Transaction	Seller agrees that from the date of Acceptance to the date of Closing the following additional Items apply: Alterations/Improvements to the Property; Financial Encumbrance/Changes to the Legal Title; Property Management Agreement; Long-Term Lease or Rental Agreements; Short-Term Rental Bookings
Complete Contract	Everything and all negotiations that you want to be valid and binding have to be put in writing. The REPC constitutes the entire contract and any and supersedes and replaces any and all prior documents and negotiations.

Condition of Property/Buyer Acknowledgements	Buyer acknowledges and agrees that they are purchasing the Property “as-is” without any warranty, and that they have had an opportunity to completely inspect the property. The Buyer is relying wholly on the Buyer’s own judgement. These provisions should survive Closing.
Condition of Property/Seller Acknowledgements	Seller Agrees to...disclose in writing any defects of the Property that materially affects the value; provide a Seller Property Condition Disclosure; deliver Property to the Buyer in the same condition as it was on the date of Acceptance; Remove all personal belongs and broom clean the property; and repair any moving-related damages at Seller’s expense.
Contract Deadline	Seller Disclosure Deadline; Due Diligence Deadline; Financing & Appraisal Deadline; Settlement Deadline
Earnest Money Deposit(s) Released to Seller	If the REPC is cancelled as provided in Section 8.3 (b)(ii), Buyer agrees that all of the Buyer’ Earnest money deposit(s) shall be released to the Seller without the requirement of without the further written authorization from the Buyer. The Seller agrees to accept the Earnest Money as liquidated damages.
Electronic Transmission and Counterparts	Physically or electronic signatures are deemed original signatures, and shall have the same legal effect as original signature.
Failure to Cancel	If the REPC is not cancelled as provided in Section 8.2, the Buyer shall be deemed to have waived the Appraisal Condition. The Earnest Money shall become non-refundable.
Final Pre-Settlement Walk Through Inspection	no earlier than 7 days prior to Settlement, the Buyer can conduct a final walk through inspection to deem that the Property is “as represented”. If the Buyer does not complete the walk-through, it is the Seller’s responsibility to make sure all the things are taken care of and completed. The failure of the Buyer to do a walk through does not negate the Seller’s responsibility to make sure that contractually they delivered everything they said they would.
Financing Condition	Box (a) is checked if the Buyer is paying cash and no financing is needed or (b) should be checked if financing is needed.
Footer	Make sure you are using the most up-to-date form.
Home Warranty Plan	A very common seller concession is to provide a 1 year Home Warranty Plan. Fill in all four blanks and the amount.
Insurance & Risk of Loss	As of Closing, Buyer is responsible for obtaining casualty and liability insurance coverage on the Property.
Long-Term Lease or Rental Agreements	No changes to any existing Lease or Rental Agreement and no new Lease or Rental Agreement shall be made without prior written consent from the Buyer.
Mediation	Discuss with broker on which box to check. A process in which parties meet with an impartial person who helps resolve the dispute informally and confidentially. Both parties must agree on the outcome. Both parties share equally the cost of mediation. If mediation fails, the other procedure and remedies under the REPC shall apply. The provisions of mediation shall survive Closing.
Minutes to HOA?	1. Lender and buyer needs to know if the HOA is being sued. 2. If the HOA is solvent – not on the brink of bankruptcy. 3. If they made the decision that things are going to have to be assessed, or there could be any additional fees that they are responsible for.
No Assignment	If the Buyer wants to assign or transfer the REPC to someone else, then that needs the Seller’s prior written consent.
Notices must be:	Be in writing; Signed by the Buyer or Seller giving notice; and Received by the Buyer or Seller no later than the applicable date as referenced in the REPC.
Offer and Time for Acceptance	Make sure this is a reasonable amount of time to respond.

Risk of Loss	If prior to closing any part of the Property is damaged by fire, vandalism, flood, earthquake, or act of God, the risk shall be borne by the Seller. If the cost is more than 10% of the Purchase Price, either Seller or Buyer may elect to cancel the REPC by providing written notice. In this instance, the Earnest Money Deposit, shall be returned to the Buyer.
Seller Default	If the Seller defaults the Buyer may: (a) cancel the REPC and return the Earnest Money. Buyer may also elect from the Seller, as liquidated damages, the sum equal to the Earnest money deposit , (b) maintain the Earnest Money and sue the Seller to enforce the REPC (specific performance), or (c) return the Earnest Money to and pursue any other remedies at law.
Seller Disclosures	Seller Disclosures – seller should provide the following documents: Seller Property Condition Disclosure for the Property; Lead-Based Paint Disclosure for the Property, Commitment for Title Insurance as referenced in Section 6.1; Copy of any restrictive covenants (CC&Rs), rules and regulations affecting the property; Copy of the most recent minutes, budget and financial statement for the homeowner’s association, if any; Copy of any long -term tenant lease or rental agreements affecting the property not expiring prior to closing; Copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after closing; Copy of any existing property management agreements affecting the Property; Evidence of any water rights and/or water shares (as referenced in Section 1.4); Written notice of any claims and/or conditions known to Seller relating to any environmental problems and building or zoning code violations; In general, the sell or disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA); and any other items that you would like to include as part of the Seller Disclosures (12 months of utility bills for example).
Short-Term Rental Bookings	Seller may not, after the Seller Disclosure Deadline, obtain any new rental bookings without prior written consent from the Buyer.
Time is of the Essence	Extensions must be agreed to in writing by all parties. Performance under each Section of the REPC, which references a date, shall be required by 5:00 p.m. Mountain Time. The term days and calendar days shall be counted on the day following the event.
Whose responsibility is it to do Due Diligence?	Buyer's Responsibility. Agent provides the Buyer with the Buyer’s Due Diligence Checklist. Be a source of the source- not the source. Guide people where to go. Give resources, links websites, etc.