



# RE-10 INSPECTION CONTINGENCY NOTICE

JANUARY 2024 EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 This NOTICE dated: \_\_\_\_\_ **put todays date**

2

3 This NOTICE pertains to the Purchase and Sale Agreement Dated: \_\_\_\_\_ **contract date (top right of RE-21)** ID#: \_\_\_\_\_ **your ID # here**

4

5 **ADDRESS:** **123 Main St** \_\_\_\_\_ **Meridian** \_\_\_\_\_ **ID** **83642**

6

7 **BUYER:** \_\_\_\_\_ **Your buyers name** \_\_\_\_\_ **Co-buyer/Spouse**

8

9 **SELLER:** \_\_\_\_\_ **MUST have seller names** \_\_\_\_\_ **Seller 2's name**

10

11  **This is a BUYER NOTICE to the SELLER.**  **This is a SELLER NOTICE to the BUYER.**

12 This NOTICE pertains to:

13  **The Primary Inspection contingency**

14  **The Secondary Inspection contingency; specifically:**

15  **Domestic Well Water Potability and/or Productivity Test**

16  **Septic Inspection and required Pumping**

17  **Survey**

18  **Other Inspection #1:** \_\_\_\_\_

19  **Other Inspection #2:** \_\_\_\_\_

20 **Provision of this notice shall not affect BUYER'S rights regarding other unrelated notices or inspections.**

21 BUYER hereby confirms that BUYER has had the opportunity to and/or did complete all inspections, investigations, tests, surveys and has reviewed all applicable documents and disclosures as related to the inspection(s) indicated above. BUYER hereby asserts to SELLER (without releasing the inspection contractor) that such inspection(s) if any was/were performed in a diligent, prudent, thorough and competent manner and that such inspector(s) was/were chosen by the BUYER and qualified to inspect the property.

22  **1. REMOVAL OF INSPECTION CONTINGENCY.** The BUYER unconditionally removes the contingency related to the inspection(s) stated above.

23  **2. ITEMS TO BE ADDRESSED.** Subject to the request(s) specifically set forth below, and the rights set forth in the Purchase Sale Agreement, the BUYER hereby removes the contingency related to the inspection(s) stated above. BUYER specifically reserves the walk-through inspection provisions and other inspection rights as set forth in the Purchase and Sale Agreement.

24 BUYER and SELLER agree (if more than one box is checked the parties agree all checked off duties will be performed):

25  SELLER will credit BUYER \$ \_\_\_\_\_ at closing.

26  Purchase Price to be \$ \_\_\_\_\_.

27  Other terms listed below

28  SELLER will service, repair or replace, in a good and workmanlike manner, the following items/conditions on or in the property within **10** business days (ten [10] if left blank) from final acceptance of this notice by all parties. **BUYER shall have the right to re-inspect only the item(s) identified below to satisfy the BUYER that any agreed upon service, repair or replacement is acceptable to the BUYER. BUYER shall not unreasonably withhold acceptance of the service, repair or replacement.**

29 **1. Repair ceiling fan in living room so it is operating normally. If not able to repair, replace with similar kind. (see 3.5.1)**

30 **2. HVAC contractor to repair heating and air so that it cools properly. Seller to provide invoice/receipt of work completed. (see 4.1.1)**

31 **3. Adust door in bedroom #2 (left of hall bath) so door opens and closes without sticking. (see 5.4.1)**

32 **4. Electrical contractor to replace outlets in kitchen with GFCI outlets. Seller to provide invoice/receipt of work completed. (see 7.2.1)**

33 **5. Repair damaged baseboard in living room. Paint to match as close as possible. (see 9.5.1)**

34 **6. Roofing contractor to replace missing shingles. Seller to provide invoice/receipt of work completed. (see 11.2.1)**

35 **7. Adjust hall bathroom cabinet drawer so it opens and closes correctly. (see 12.1.1)**

36 BUYER'S Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Date \_\_\_\_\_ SELLER'S Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Date \_\_\_\_\_

37 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

38 **JANUARY 2024 EDITION**

39 **RE-10 INSPECTION CONTINGENCY NOTICE**

40 **Page 1 of 2**

PROPERTY ADDRESS: **123 Main St** **Meridian** **ID 83642** ID#: **your ID # here**

59 \_\_\_\_\_

60 \_\_\_\_\_

61 \_\_\_\_\_

62 \_\_\_\_\_

63 \_\_\_\_\_

64 \_\_\_\_\_

65 \_\_\_\_\_

66 \_\_\_\_\_

67 \_\_\_\_\_

68 \_\_\_\_\_

69 \_\_\_\_\_

70 \_\_\_\_\_

71 \_\_\_\_\_

72 \_\_\_\_\_

73 \_\_\_\_\_

74 \_\_\_\_\_

75 \_\_\_\_\_

76 \_\_\_\_\_

77 \_\_\_\_\_

78 \_\_\_\_\_

79 \_\_\_\_\_

80 \_\_\_\_\_

81

**3. TERMINATION PROVISION.** BUYER deems the results of the inspection stated above to be unsatisfactory. As a result, BUYER hereby terminates the Purchase and Sale Agreement and the Earnest Money shall be returned to BUYER, unless Earnest Money has previously become non-refundable. BUYER and SELLER further agree to release brokers and their associates from any claims, actions and demands by reason of releasing and disbursing of said earnest money deposit.

86

To the extent the terms of this NOTICE modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums, or Counter Offers not modified by this NOTICE shall remain the same. Upon execution by both parties, this NOTICE is made an integral part of the aforementioned Purchase and Sale Agreement.

91

92

**BUYER'S AND SELLER'S SIGNATURES:**

94

BUYER: \_\_\_\_\_ **Your buyers name** \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

95

96

BUYER: \_\_\_\_\_ **co-buyer** \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

97

98

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

99

100

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

101

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.