

REPAIR REQUEST AND AGREEMENT

[See Guidelines for completing this form (Standard form # 310G)]

_____, as Buyer,
and _____, as Seller,

have entered into an Offer to Purchase and Contract (“Contract”) regarding the purchase and sale of the following property (insert property address): _____

_____ (“Property”).

1. **Requested Repairs/Remediation/Treatment.** Buyer hereby requests Seller to complete the following repairs to the Property and/or radon remediation and/or treatment for wood-destroying insects (*attach additional page(s) if needed*):

SAMPLE

2. **Agreement.** At such time as Buyer and Seller agree which of the repairs/remediation/treatment set forth in paragraph 1 above will be completed, Seller shall complete, prior to Closing, the agreed-upon repairs/remediation/treatment at Seller’s expense and in a good and workmanlike manner.

3. **Notification, Verification.** Seller shall notify Buyer upon completion of the repairs/remediation/treatment and provide Buyer with documentation thereof. Buyer shall have the right to verify that the repairs/remediation/treatment have been completed in a good and workmanlike manner. Unless otherwise indicated in the Contract or this Agreement, such verification shall be at Buyer’s expense.

4. **Additional Inspections.** (*applicable only if Alternative 1 of paragraph 16 of the Contract is in effect*) Buyer reserves the right to obtain inspections of any hidden defects covered under subsection (a) of Alternative 1 that may be revealed by the performance of the repairs/remediation/treatment. Buyer also reserves the right to obtain the following additional inspections: _____

Any additional repairs that Buyer may request and Seller may agree to complete as a result of any such additional inspections will be added to paragraph 1 above and shall become a part of this Agreement.

5. **Release of Inspection Reports.** Buyer does does not agree to release any inspection reports to Seller.



6. **Agreement not to terminate Contract.**

IF ALTERNATIVE 1 OF PARAGRAPH 16 OF THE CONTRACT IS IN EFFECT: In consideration for Seller's agreement to complete the repairs/remediation/treatment, Buyer agrees to otherwise accept the Property in its current condition and without regard to the estimated cost of any repairs, provided that the repairs/remediation/treatment are completed as agreed. This agreement is subject to buyer's rights under paragraph 4 above as well as any rights Buyer may have under paragraph 7(b) of the Contract.

IF ALTERNATIVE 2 OF PARAGRAPH 16 OF THE CONTRACT IS IN EFFECT: In consideration for Seller's agreement to make the Repairs, Buyer agrees not to terminate the contract under subsection (a) of Alternative 2. This agreement is subject to any rights Buyer may have under paragraph 7(b) of the Contract.

7. **Effective Date; Entire Agreement.** This Agreement shall become effective on the date it has been signed by both parties. Prior to the effective date, a party's signature hereunder shall not constitute a waiver of any right or option that such party may have under paragraph 16 of the Contract. This Agreement contains the entire agreement of the parties regarding repairs/remediation/treatment and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

THE NORTH CAROLINA ASSOCIATION OF REALTORS® INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: _____ Date _____ Seller: _____ Date _____

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