

RESIDENTIAL BUYER'S INSPECTION NOTICE AND SELLER'S RESPONSE (BINSR)

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- 1. Contract dated: _____ MONTH _____ DAY, 20____ YEAR
- 2. Seller: _____
- 3. Buyer: _____
- 4. Premises Address: _____

BUYER INSPECTIONS AND INVESTIGATIONS COMPLETED

(See Section 6j of the Contract)

Buyer has completed all desired Inspection Period items, such as:

- (a) physical, environmental, and other inspections and investigations;
- (b) inquiries and consultations with government agencies, lenders, insurance agents, architects, and other persons and entities;
- (c) investigations of applicable building, zoning, fire, health, and safety codes;
- (d) inquiries regarding sex offenders; and the occurrence of a disease, natural death, suicide, homicide or other crime on the Premises or in the vicinity;
- (e) inspections and investigations pertaining to square footage, wood-destroying organisms or insects, sewer, flood hazard, swimming pool barriers, and insurance; and
- (f) inspections and investigations of any other items important to Buyer.

Buyer has verified all information deemed important including:

- (a) MLS or listing information; and
- (b) all other information obtained regarding the Premises.

Buyer acknowledges that:

- (a) All desired Inspection Period inspections and investigations must be completed prior to delivering this Notice to Seller;
- (b) All Inspection Period items disapproved must be provided in this Notice;
- (c) Buyer's election is limited to the options specified below; and
- (d) Buyer is not entitled to change or modify Buyer's election after this Notice is delivered to Seller.

Buyer and Seller acknowledge that:

- (a) Any agreed upon physical corrections/repairs must be performed in a workmanlike manner; and
- (b) Arizona law, A.R.S. § 32-1121, requires that a licensed contractor perform physical corrections/repairs for which: (i) the aggregate contract price, including labor and materials, is \$1,000 or greater; or (ii) the work to be performed is not of a casual or minor nature; or (iii) the work to be performed requires a local building permit.

BUYER ELECTS AS FOLLOWS

(Check only one box):

BUYER OPTION ONE

Premises Rejected. Buyer disapproves of the Premises and elects to immediately cancel the Contract for the following reasons as allowed in Section 6 of the Contract:

BUYER OPTION TWO

Premises Accepted. No corrections requested. Buyer accepts the Premises in its present physical condition, requests no physical corrections/repairs, and does not seek a price reduction or seller credit.

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SELLER'S RESPONSE

To be completed *only* if Buyer elected Buyer Option Three on page two.

If Buyer provides Seller an opportunity to correct items disapproved, Seller shall respond within five (5) days or otherwise specified days after delivery of this Notice.

In response to Buyer having elected Buyer Option Three on page two, Seller responds as follows (check only one Seller Option box):

SELLER OPTION ONE

Seller is unwilling or unable to correct any of the items disapproved by Buyer, whether it be via physical correction/repair, price reduction, or seller credit.

SELLER OPTION TWO

Seller agrees to proceed as proposed by Buyer and, if applicable (i.e. – price reduction and/or seller credit), has signed and attached to this Notice the addendum initiated by Buyer.

SELLER OPTION THREE

Seller proposes the following (check all that apply):

- Seller credit and/or price reduction via the attached addendum initiated by Seller.
- Seller agrees to physically correct **ONLY** the following items disapproved by Buyer:

The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

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^ SELLER'S SIGNATURE

MO/DA/YR

^ SELLER'S SIGNATURE

MO/DA/YR

BUYER'S ELECTION

If Seller elected **SELLER OPTION ONE** above (check only one box):

- Buyer elects to cancel this Contract.
- Buyer accepts Seller's response to Buyer's Notice and agrees to close escrow without correction of those items Seller has not agreed in writing to correct.

If Seller elected **SELLER OPTION TWO** above, Seller shall correct the items disapproved by Buyer in the manner proposed by Buyer. No response from Buyer is needed.

If Seller elected **SELLER OPTION THREE** above (check only one box).

- Buyer elects to cancel this Contract.
- Buyer accepts Seller's response to Buyer's Notice and agrees to proceed as proposed by Seller. If applicable (i.e. – price reduction and/or seller credit), Buyer has signed and attached to this Notice the addendum initiated by Seller.

The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

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^ BUYER'S SIGNATURE

MO/DA/YR

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