

BUYER'S INSPECTION NOTICE (ARKANSAS)

"This Buyer's Inspection Notice ("Notice") is a legally binding document. If not understood, seek competent legal advice."

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Inspection Notice Form - Arkansas

1. PARTIES AND PROPERTY

- 1.1.** Buyer: ("Buyer")
- 1.2.** Seller: ("Seller")
- 1.3.** Property: This Notice concerns the real property located at: Property Address:
City:
County: State: Arkansas Zip: ("Property")

2. REFERENCE TO PURCHASE AGREEMENT

- 2.1.** This Notice is delivered by Buyer to Seller pursuant to the inspection provisions of the residential purchase agreement between the parties dated (the "Effective Date"), for the purchase and sale of the Property (the "Purchase Agreement").
- 2.2.** All terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

3. INSPECTION INFORMATION

- 3.1.** Notice Date:
- 3.2.** Inspection Completion Date:
- 3.3.** Type of Inspections Performed: (Check all that apply) General Home Inspection Pest/Wood-Destroying Organism Inspection Radon Testing Septic System Inspection Well and Water Quality Inspection Environmental Assessment Structural Engineer Inspection Other:

4. BUYER'S ELECTION

Based on the results of the inspections, Buyer makes the following election (select one option only):

- 4.1. ACCEPTANCE OF PROPERTY:** Buyer accepts the Property in its present condition. By selecting this option, Buyer waives any objections to the condition of the Property and the inspection contingency under the Purchase Agreement is deemed satisfied.
- 4.2. REQUEST FOR REPAIRS/CREDIT:** Buyer objects to the conditions identified in Section 5 of this Notice and requests that Seller make repairs or provide a monetary credit as detailed herein. The inspection contingency remains in effect pending resolution.
- 4.3. TERMINATION OF PURCHASE AGREEMENT:** Buyer elects to terminate the Purchase Agreement due to dissatisfaction with the inspection results. Pursuant to the terms of the Purchase Agreement, the earnest money deposit shall be returned to Buyer, and upon its return, the Purchase Agreement shall be null and void, with neither party having any further rights or obligations thereunder, except for those provisions that expressly survive termination.

5. INSPECTION OBJECTIONS AND REQUESTS

This section must be completed if Buyer selects option 4.2.

5.1. Description of Objections: Buyer objects to the following conditions discovered during the inspections. Buyer requests that all corrective work be performed in a professional and workmanlike manner by qualified and licensed contractors, where applicable.

Objection 1:

Requested Correction:

Objection 2:

Requested Correction:

Objection 3:

Requested Correction:

(Attach additional sheets if necessary)

6. RESOLUTION OF OBJECTIONS

Buyer requests the objections identified in Section 5 be resolved as follows (select one option only):

6.1. Seller to Complete Repairs: Seller to complete all requested corrections prior to the final walk-through and closing, providing Buyer with copies of all paid invoices and any applicable warranties.

6.2. Seller to Provide Monetary Credit: In lieu of performing repairs, Seller to provide Buyer with a monetary credit at closing to address the requested corrections. Requested Credit Amount: \$

7. SELLER RESPONSE

7.1. Seller Response Deadline: Seller must respond in writing to this Notice on or before 5:00 p.m. (Central Time) on

7.2. Failure by Seller to respond by the Seller Response Deadline may be deemed a rejection of Buyer's requests, which may grant Buyer the right to terminate the Purchase Agreement as provided therein.

8. CONTINGENCY STATUS

Select the applicable option based on the election in Section 4:

Inspection contingency is satisfied. (Applies if 4.1 is selected). Inspection contingency is waived. (Applies if 4.1 is selected). Inspection contingency remains in effect pending resolution. (Applies if 4.2 is selected).

9. ATTACHMENTS

The following documents are attached to and made a part of this Notice:

Home Inspection Report (or relevant excerpts) Pest Inspection Report Radon Report Septic/Well Report
Repair Addendum Other:

10. GENERAL PROVISIONS

10.1. Notices: Any notice, response, or communication related to this Notice shall be in writing and delivered to the parties or their designated agents by one of the following methods: Personal Delivery Email to: Certified Mail, Return Receipt Requested

10.2. Time is of the Essence: Time is of the essence with respect to all deadlines and performance dates set forth in this Notice.

10.3. Governing Law and Venue: This Notice shall be governed by and construed in accordance with the laws of the State of Arkansas. Any legal action arising from this Notice shall be filed in the appropriate court in the county where the Property is located.

10.4. Electronic Signatures and Counterparts: This Notice may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

10.5. Authority of Signatories: Each individual signing this Notice represents and warrants that they have the full legal authority to bind the party on whose behalf they are signing.

11. SIGNATURES

Buyer executes this Notice as of the Notice Date.

BUYER:

BUYER SIGNATURE 1

Buyer Signature:

Printed Name:

Date:

BUYER SIGNATURE 2

Buyer Signature:

Printed Name:

Date:

SELLER ACKNOWLEDGMENT OF RECEIPT

Seller acknowledges receipt of this Notice. This acknowledgment does not constitute an agreement to Buyer's requests. Seller's formal response will be provided separately.

SELLER:

SELLER SIGNATURE 1

Seller Signature:

Printed Name:

Date:

SELLER SIGNATURE 2

Seller Signature:

Printed Name:

Date:

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT.** If you do not fully understand its terms, seek competent legal advice before signing.