

CONTINGENCY REMOVAL / NOTICE TO PERFORM (ARKANSAS)

"This Contingency Removal / Notice to Perform ("Notice") is a legally binding document. If not understood, seek competent legal advice."

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Real Estate Transaction Document

1. PARTIES

- 1.1.** Buyer Name: _____ ("Buyer")
- 1.2.** Seller Name: _____ ("Seller")

2. PROPERTY

- 2.1.** Property Address: _____
- 2.2.** City: _____, County: _____, State: Arkansas, Zip: _____
("Property")

3. REFERENCE TO PURCHASE AGREEMENT

- 3.1.** This Notice is an addendum to and is made a part of the Residential Purchase Agreement ("Purchase Agreement") between Buyer and Seller for the Property with an Effective Date of: _____.

4. TYPE OF NOTICE (SELECT ONE OR MORE APPLICABLE BOXES)

- 4.1.** Contingency Removal. This Notice is used by the Buyer to remove one or more contingencies. (Complete Section 5).
- 4.2.** Notice to Perform. This Notice is used by one party to demand performance from the other party. (Complete Section 6).

5. CONTINGENCY REMOVAL (TO BE COMPLETED BY BUYER)

- 5.1.** Buyer hereby removes the following contingencies from the Purchase Agreement:

All remaining Buyer contingencies.

OR

Only the specific contingencies checked below:

Financing Contingency
Appraisal Contingency
Inspection and Repair Contingency
Title Review Contingency
Property Insurance Contingency
Sale of Buyer's Property Contingency

Other:

Other:

5.2. Effective Date of Removal: This contingency removal is effective upon delivery of this signed Notice to the other party.

Effective Date: .

6. NOTICE TO PERFORM (TO BE COMPLETED BY THE PARTY GIVING NOTICE)

6.1. This is a formal notice demanding performance as required by the Purchase Agreement.

Notice to Buyer to Perform. Seller demands that Buyer perform the action(s) specified below.

Notice to Seller to Perform. Buyer demands that Seller perform the action(s) specified below.

6.2. Required Action: The party receiving this Notice is required to perform the following contractual obligation(s):

6.3. Deadline to Perform: The party receiving this Notice must complete the Required Action no later than: Deadline to Perform: at AM/PM.

7. FAILURE TO PERFORM

7.1. If the party receiving the Notice to Perform fails to complete the Required Action by the Deadline to Perform, such failure shall constitute a material breach of the Purchase Agreement. The non-breaching party may then exercise any and all remedies available under the Purchase Agreement, at law, or in equity.

8. EFFECT ON PURCHASE AGREEMENT

8.1. Except as modified herein, all other terms and conditions of the Purchase Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Notice and the Purchase Agreement, the terms of this Notice shall control.

9. DELIVERY OF NOTICE

9.1. This Notice shall be delivered to the other party or their authorized agent by one of the methods checked below, as permitted by the Purchase Agreement:

Personal Delivery

Certified Mail, Return Receipt Requested

Courier Service

Email to:

10. TIME AND DEADLINES

10.1. Time is of the essence for all provisions of this Notice. All deadlines shall expire at the time and on the date specified, and any performance must be completed on or before the specified deadline.

11. ARKANSAS PROVISIONS

11.1. This Notice is intended to comply with all applicable laws of the State of Arkansas regarding real estate transactions, including requirements for notice, default, and contingency removal.

12. ELECTRONIC SIGNATURES AND COUNTERPARTS

12.1. The parties agree that this Notice may be executed by electronic means and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. ENTIRE AGREEMENT AS MODIFIED

13.1. This Notice, together with the Purchase Agreement and any other addenda, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements.

14. GOVERNING LAW

14.1. This Notice shall be governed by and construed in accordance with the laws of the State of Arkansas.

15. SUMMARY OF ACTIONS AND RELATED DOCUMENTS

15.1. Action(s) Taken by this Notice:

Removal of All Contingencies
Removal of Specific Contingencies
Notice to Buyer to Perform
Notice to Seller to Perform

15.2. This Notice relates to the following documents:

Purchase Agreement
Financing Addendum
Inspection Addendum / Agreement
Addendum for Sale of Buyer's Property
Other:

SIGNATURES

BUYER SIGNATURE 1

Buyer Signature:

Printed Name: *BUYER PRINTED NAME 1*

Date: *BUYER DATE 1*

BUYER SIGNATURE 2

Buyer Signature:

Printed Name: *BUYER PRINTED NAME 2*

Date: *BUYER DATE 2*

SELLER SIGNATURE 1

Seller Signature:

Printed Name: *SELLER PRINTED NAME 1*

Date: *SELLER DATE 1*

SELLER SIGNATURE 2

Seller Signature:

Printed Name: *SELLER PRINTED NAME 2*

Date: *SELLER DATE 2*

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.**