

INSPECTION NOTICE SELLER'S RESPONSE (ARKANSAS) MyStateMLS

Real Estate Transaction Document

THE MLS THAT DOES MORE

Inspection Response Form

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

This Response is made by the undersigned seller ("Seller") to the undersigned buyer ("Buyer") concerning the real property identified below ("Property"). This Response is made in reference to the Purchase and Sale Agreement between Buyer and Seller dated _____ ("Purchase Agreement") and in response to the Buyer's Inspection Notice dated _____ ("Inspection Notice"). The Effective Date of this Seller's Response shall be the date it is signed by the final party.

1. PARTIES

1.1. Buyer Name(s):

1.2. Seller Name(s):

2. PROPERTY

2.1. Property Address:

2.2. City: _____, County: _____, State: _____
ARKANSAS, Zip: _____

3. REFERENCE TO PURCHASE AGREEMENT AND INSPECTION NOTICE

3.1. This Response is made pursuant to the inspection provisions of the Purchase Agreement dated _____, between Buyer and Seller for the purchase of the Property.

3.2. This Response is delivered in response to the Buyer's Inspection Notice dated _____.

4. SELLER'S ELECTION

Seller hereby responds to Buyer's Inspection Notice as follows (select one or more as applicable):

Seller agrees to complete all repairs and take all corrective actions as requested in the Buyer's Inspection Notice.

Seller agrees to complete only the repairs and take only the corrective actions specifically listed in Section 5 of this Response.

Seller offers a monetary credit in lieu of repairs as detailed in Section 7 of this Response.

Seller declines to make any repairs or provide any credit. All requests in Buyer's Inspection Notice are rejected.

Seller proposes alternative resolution terms as detailed in this Response.

5. RESPONSE TO BUYER'S INSPECTION REQUESTS

Seller agrees to make the following specific repairs or take the following corrective actions. Any item from Buyer's Inspection Notice not expressly agreed to herein is rejected.

Item No. 1:

Seller Response:

Item No. 2:

Seller Response:

Item No. 3:

Seller Response:

Item No. 4:

Seller Response:

Item No. 5:

Seller Response:

6. REPAIR AGREEMENT

If Seller has agreed to make repairs, the following terms apply:

Repairs will be completed prior to the closing date specified in the Purchase Agreement.

Repairs will be completed by a contractor duly licensed in the State of Arkansas where required by law.

Seller will provide Buyer with copies of paid receipts, invoices, or other proof of completion prior to or at closing.

The agreed-upon repairs are limited to the items specifically stated in Section 5 of this Response.

6.1. Repair Completion Date:

6.2. Additional Repair Terms:

7. CREDIT IN LIEU OF REPAIRS

If Seller offers a credit, the following terms apply:

7.1. Credit Amount: \$

Credit shall be paid by Seller and applied to Buyer's closing costs, prepaids, or other settlement charges at closing.

This credit is offered in full and final satisfaction of all repair requests made by Buyer in the Inspection Notice.

This credit offer is subject to Buyer's written acceptance and lender approval, if applicable.

7.2. Additional Credit Terms:

8. REJECTION OR PARTIAL ACCEPTANCE

Any repair requests or items listed in the Buyer's Inspection Notice that are not expressly accepted or addressed by Seller in this Response are hereby rejected by Seller.

8.1. Explanation (if any):

9. PROPOSED DEADLINE FOR BUYER RESPONSE

Buyer must respond to this Seller's Response in writing on or before . Failure by Buyer to respond by this deadline may be deemed a rejection of this Response and may trigger termination or other rights as specified in the Purchase Agreement.

10. EFFECT ON PURCHASE AGREEMENT

- 10.1.** The Purchase Agreement remains in full force and effect except as modified by a subsequent written agreement signed by both Buyer and Seller.
- 10.2.** No repair, credit, or other concession offered in this Response is binding upon Seller unless and until this Response, or a subsequent amendment, is accepted in writing by Buyer and delivered to Seller.
- 10.3.** Unresolved inspection issues may permit either party to terminate the Purchase Agreement or pursue other remedies as provided therein.

11. NOTICES

Any notices related to this Response shall be delivered by the method selected below:

Personal Delivery
Certified Mail
Courier
Email to:

12. TIME AND DEADLINES

Time is of the essence with respect to all dates and deadlines set forth in this Response.

13. STATE-SPECIFIC PROVISIONS (ARKANSAS)

All repairs agreed to herein shall be completed in a good and workmanlike manner. Where required by Arkansas law, including but not limited to the regulations of the Arkansas Residential Contractors Committee for work exceeding \$2,000, repairs shall be performed by a contractor holding a valid license to perform such work in the State of Arkansas.

14. ELECTRONIC SIGNATURES AND COUNTERPARTS

This Response 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.

15. AUTHORITY OF SIGNATORIES

Each signatory to this Response represents and warrants that they have the full authority to sign on behalf of their respective party and to bind that party to the terms contained herein.

16. GOVERNING LAW AND VENUE

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

17. SUMMARY AND ATTACHMENTS

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

- Repair Estimate(s)
- Contractor Proposal(s)
- Inspection Report(s) or portions thereof
- Other:

SELLER'S SIGNATURE

SELLER SIGNATURE 1

SELLER PRINTED NAME 1

Seller Signature:

Printed Name:

SELLER DATE 1

Date:

SELLER SIGNATURE 2

SELLER PRINTED NAME 2

Seller Signature:

Printed Name:

SELLER DATE 2

Date:

BUYER'S ACKNOWLEDGMENT AND ACCEPTANCE/REJECTION

By signing below, Buyer acknowledges receipt of this Response and elects to:

ACCEPT RESPONSE

Accept this Seller's Response in its entirety.

REJECT AND COUNTER

Reject this Seller's Response and submit a counter-response.

REJECT AND TERMINATE

Reject this Seller's Response and terminate the Purchase Agreement (if permitted by its terms).

BUYER SIGNATURE 1

BUYER PRINTED NAME 1

Buyer Signature:

Printed Name:

BUYER DATE 1

Date:

BUYER SIGNATURE 2

BUYER PRINTED NAME 2

Buyer Signature:

Printed Name:

BUYER DATE 2

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.