NEGOTIATION AFTER INSPECTION:



NEGOTIATION AFTER INSPECTION: Three Form Options

Request for Repair
(RR)

ę	ASSOCIATION (Or other Action) OF REALTORS® (C.A.R. Form RR. Revised 12/21)	
	(C.A.R. Form RR, Revised 12/21)	
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Dat	Prepared:	
In a	coordance with the terms and conditions of the Purchase Agreement, or Other	
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date		operty
and		luyer" Seller"
	er and Seller are referred to as the "Parties".	Jeilei
1.	BUYER REQUEST (Check all that apply): (Note: Seller has no obligation to respond to Buyer request.)	
	A. Buyer requests that Seller, prior to final verification of condition, repair or take the other specified	acti
	for each item listed below or on the attached list dated	
		One
	B. (i) SECTION 1: Buyer requests Seller pay to have Section 1 work completed as specified in the attached Pest Report dated prepared by	Conti
	(ii) SECTION 2: Buyer requests Seller pay to have Section 2 work completed as specified in the attached	ed Pe
	Control Report dated prepared by	
	(iii) If Buyer requests either Section 1 or Section 2 work above, Seller shall, no later than 5 (or) Days	Prior
	Close of Escrow, Deliver to Buyer a written pest control certification showing the corrective work has been completed.	
	C. Buyer requests that Seller credit Buyer \$ at Close of Escrow. (Note: Any credit included in this paragraph is separate from and shall not reduce or supersede any other credit	a la si
	Agreement unless Otherwise Agreed. Credits need to be disclosed to Buyer's lender and total contractual credits	
	imited pursuant to the Agreement. Total credit amount may not be enough to remedy all defects or repairs.)	
	D. Buyer requests that Seller modify the purchase price. The revised purchase price shall be \$	
2.	Attached Reports: A copy of the following inspection or other report is attached.	
	Η	
3	FHA or VA: Buyer's FHA or VA lender requires specified actions in the appraisal or other lender documentation (if chec	ked
	attached).	
	A. Buyer's FHA or VA lender requires the following items to be repaired. Buyer requests that Seller repair the following ite	ms, a
	Seller (or Buyer) shall pay for any such repair:	
	B. Buyer requests that Seller pay for the following costs or expenses required by the FHA or VA lender:	
	b. Buyer requests that belief pay for the following costs of expenses required by the Prive of Wiender.	-
		v, Buy
4.	If Seller agrees to all of Buyer's requests, or some of Buyer's requests and Buyer accepts Seller's partial agreement below	
4.	If Seller agrees to all of Buyer's requests, or some of Buyer's requests and Buyer accepts Seller's partial agreement below agrees:	
4.	If Seller agrees to all of Buyer's requests, or some of Buyer's requests and Buyer accepts Seller's partial agreement below	1 CR)
4.	If Seller agrees to all of Buyers requests, or some of Buyer's requests and Buyer accepts Seller's partial agreement below agrees: A. (1) Torenove the investigation of Property Contingency (paragraph 3L(3) and 8C),except the following CR. (2) Buyer removes those contingencies identified on the attached, Signed, Contingency Removal Form (C.A.R. Form B. Super, Release, Seler from any loss, labiilty, expense, claim or cause of action regarding the disclosed condition	
(If Selier agrees to all of Buyer's requests, or some of Buyer's requests and Buyer accepts Selier's partial agreement belov agrees: A. (1) Toremove the investigation of Property Contingency (paragraph 3L(3) and 8C),except the following (A) (3) [] Buyer menoves those contingencies identified on the attached, Signed, Contingency Removal Form (CAR. Form (B) (3) [] Rever Releases. Selier from any loss, lability, expense, claim or cause of action regarding the disclosed condition "Papetery (Treleaser)".	
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Seller Response and Buyer Reply to Request for Repair (RRRR)

CALIFORNIA	SELLER RESPONSE AND BUYER REPLY	
OF REALTORS®	TO REQUEST FOR REPAIR No	
	(C.A.R. Form RRRR, Revised 12/21)	
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accordance with the terms an	ad conditions of the Request For Repair Nodated	on property known as ("Property"),
stween		("Buyer"),
nd uver and Seller are referred to a	e the "Parties "	("Seler").
ELLER RESPONSE TO BUYER SELLER AGREES: (Check a		
A. Uto all of Buyers requ	ests in Request for Repair No, except:	
B. at Close Of Escrow, to		
	e price. The revised purchase price shall be \$	
D. Other		
	this paragraph is separate from and shall not reduce or supersede any other	
	redits need to be disclosed to Buyer's lender and total contractual credits m nd price reduction amount may not be enough to remedy all defects or repair	
	rities do not reach agreement on completing the repairs and other actions sp. Requests in the Requests for Repair (C.A.R. Form RR). Buver's FHA or VA	
	Property. If that happens, and there is a finance contingency that has not b	
		een removed, buyer may
		een removed, buyer may
ancel this the Agreement (C.A.R.	Form CC).	
ancel this the Agreement (C.A.R. SELLER'S CONDITIONS: S 31 (3) and 8C) Devcent the	Form CC). Seller's agreement only applies if Buyer: (i) Removes the Investigation	Contingency (paragraph
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Amendment of Existing Agreement Terms (AEA)

-		IENT TERMS No
۲	ASSOCIATION OF REALTORS*	
	*	
	is a proposal to amend ("Amendment") the terms and conditions of the Purchase onth Rental Agreement. Other	Agreement, OR Residential Lease or ("Agree
	h was already mutually executed by the Parties, dated	on property known as
in whi	ich	(Pr is referred to as "Buyer/
and _		is referred to as "Sellen/La
Buyer	er and Seller are referred to as the "Parties."	
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5	withdrawn by the Party initiating this proposed Amendment at any time prior to unless by 5:00 PM on the third Day after it is Signed by the initiating Party (or by this proposed Amendment is Signed by the other Party and a Copy of this Amendm	acceptance, and (ii) shall be deemed AM PM on hent is Delivered to the initiating Party.
	Buyer/Tenant, Seller/Landlord	Date
_ L	Buyer/Tenant, Seller/Landlord	Date
8	ACCEPTANCE: The foregoing terms and conditions amending the existing Agree agrees to the above terms and conditions and acknowledges receipt of a Copy of Upon Acceptance, this Amendment shall be deemed incorporated into the Agreem	this Amendment Of Existing Agreemen
E	Buyer/Tenant, Seller/Landlord	Date
E	Buyer/Tenant, Seller/Landlord	Date
AME	INDMENT NOT ACCEPTED: / This amendment was No (date). Buyer/Tenant/SelerLandlord Initiata	OT accepted by Buyer/Tenant/Seller/Lan
0 2021	1, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids	the unauthorized distribution, display and reproduc
form, d CALIFE TRANS CONSL Associa	e) any particular flowed, by protocopy michine or any other means, including localities or composite of environment of control of control of the control of the control of the control of the SUPPRON, A REAL GETATE EINFORCER IS THE PERSON CIALUPED TO ADVISE ON REAL ESTATE IN AN ANY CONTROL PROFESSIONAL. This fit is in main and assisting is not explored and the Control of the Control of the Control of the Control of the Control of the ANYTON ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAIL ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAIL ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAIL ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAIL ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAIL ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING IN ANY CONTROL OF TRAILING ANY CONTROL OF TRAILING IN ANY CO	ed formats. THIS FORM HAS BEEN APPROVE ITY OR ACCURACY OF ANY PROVISION IN ANY RANSACTIONS. IF YOU DESIRE LEGAL OR TA Ithrough a percent with or purchase. For the
1 L	REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORSD	
ן ר ר	525 South Virgil Avenue, Los Angeles, California 90020	
AEA	Sof South Virgi Avenue, Los Angeles, California 90020 REVISED 12/21 (PAGE 1 OF 1)	
AEA	525 South Virgil Avenue, Los Angeles, California 90020	AEA PAGE 1 OF 1)

THE TRADITIONAL WAY-FORM RR

STEP 1

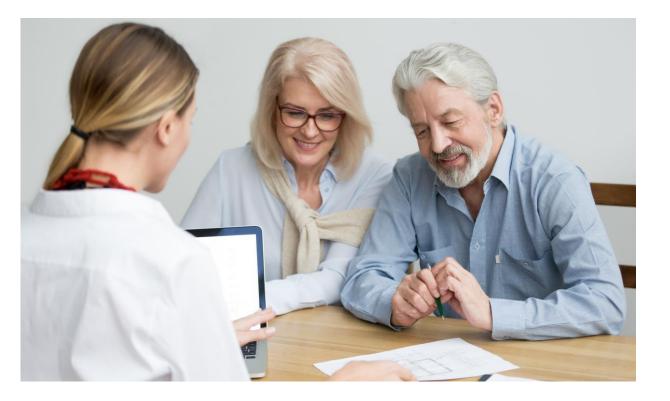
- Buyer lists repair requests, ask for pest control repairs, credits or reduction in price, or any combination in Form RR.
- Buyer typically attaches inspection report(s) to justify requests.

STEP 2

- Seller agrees to all or none of buyer's requests OR "counters" back on Form RR or RRRR.
- Seller agreement is conditional.
- Buyer must remove physical inspection contingency (and maybe other contingencies) and provide release to seller.
- If buyer agrees, buyer must sign RR form (Section 3). This signature, by itself, removes the specified contingencies, even if buyer does not sign a contingency removal form (CR).

THE TRADITIONAL WAY-ALTERNATIVE

Use Form RRRR for Step 2, Seller Response



- Seller can specify specific terms by using the RRRR form
- As with the RR, the seller's response is conditional
- Buyer must minimally remove inspection contingency (and maybe others)
- Buyer must agree to release Seller

THE TRADITIONAL WAY-ALTERNATIVE

Use Form RRRR for Step 3, Buyer Reply

- Buyer can:
 - Accept seller's changes,
 - Alter them in some small way or
 - Withdraw and start over with a new RR form
- If buyer agrees, buyer's signature removes the specified contingencies, and nothing further is needed
- If buyer makes changes to the seller's response, seller must sign below to show agreement
- If seller does not sign, there is no binding agreement



No REQUIRED TIME TO RESPOND Buyer Request or Seller Response

- Neither Form RR, Form RRRR, or even Form RPA, requires a response to any requests.
- The request proposal must be signed by the expiration period, which is 3 days, unless otherwise modified.



AEA

- Amendment of Existing Agreement Terms (AEA) can be used, like an addendum, to modify the contract
- Like an addendum, the AEA is a blank form and the terms must be written

CALIFORNIA ASSOCIATION OF REALTORS [®]	AMENDMENT OF EXIST	ING AGREEMENT TE Form AEA, Revised 12/21)	RMS No
-Month Rental Agreement,	Amendment") the terms and conditions Other ecuted by the Parties, dated		("Agreement"),
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AEA

A Different Approach to Negotiating Repairs

• Unlike the RR and RRRR forms, the AEA does not have pre-printed terms.

*Terms must be written. If used to negotiate repairs, a seller will ordinarily want a buyer to remove some or all contingencies as part of the agreement similar to Form RR.

• Like the RR and RRRR forms, the AEA is an offer that expires if not timely signed.

NOTE

*Brokers or agents may have an established clause-library to make insertion of language easier.

Benefits of AEA in Negotiating Repairs

- The AEA does not have attachments such as inspection reports; it is just a bottom-line agreement
- With no inspection reports attached, it is less likely to impede the loan process for a buyer or impose additional requirements on the seller due to underwriting demand
- Since the AEA expires if not timely signed, the chance of a late signing impacting the parties is eliminated



USING AEA AFTER USING THE RR FORM

- To avoid a previously used form RR (or RRRR) from becoming part of the contract, it should be revoked or withdrawn in writing
- But revoking/withdrawing on the AEA may alert the lender to any inspection reports attached to the RR



ADDITIONAL RESOURCES

QUICK GUIDE

Negotiating After Inspection

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