

### Before the parties are under contract, can the buyer ask the seller to make any repairs or improvements?

**Yes.** The buyer can include a provision requiring the seller to complete specified repairs and/or improvements as part of the buyer's offer for the property. **Form 2A11-T, the "Additional Provisions Addendum,"** can be used for this purpose.



### After the parties are under contract, can the buyer ask the seller to make any repairs or improvements?



**Yes.** According to paragraph 4(d) of Form 2-T, the buyer may request that the seller make repairs or improvements.

### Is the seller required to make any repairs/improvements that are requested by the buyer after a contract is signed?

**No.** Paragraph 4(d) makes it clear that unless the parties have already agreed otherwise, the property is being sold in its current condition. In other words, while the seller may be willing to negotiate repairs or improvements once the parties are under contract, the seller is under no obligation to do so.

### If a buyer chooses to request repairs or improvements after a contract is signed, when should that request be made?

Paragraph 4(d) of Form 2-T advises buyers to **make any repair/improvement requests in sufficient time to allow negotiations over repairs and improvements to be concluded prior to the expiration of the Due Diligence Period.**

### What if the buyer is not satisfied with the progress of repair/improvement negotiations?

If the buyer is not satisfied with the progress of repair/improvement negotiations, the buyer is strongly advised, **before the end of the Due Diligence Period, to either (a) enter into a written agreement with the seller to extend the Due Diligence Period, or (b) terminate the contract.**

### How should repair requests to the seller be executed and documented?

Paragraph 4(d) explains that any agreement the parties reach with respect to repairs and/or improvements is an addition to the parties' contract and, as such, **must be in writing** and signed by all parties in order to comply with paragraph 19 of Form 2-T. Form 310-T was specifically designed to document the repairs and/or improvements the seller agrees to complete prior to Settlement.

## How should Form 310-T (the “Due Diligence Request and Agreement”) be completed?

**All requests for seller action by the buyer should be listed in the blank space provided in paragraph 1.** Care should be taken to adequately describe each action that the buyer is requesting the seller to take. Consideration should be given to requiring that certain repairs be completed by a licensed contractor.

If seller disagrees with one or more items that the buyer has listed, the seller should strike such items and date and initial the deletions prior to signing and dating the form.

If the deletions made by the seller are acceptable to the buyer, the buyer should also date and initial those deletions.



## Must any agreed-upon repairs be completed during the Due Diligence Period?

**No.** Seller will have until the Settlement Date to complete any agreed-upon repairs.

**All agreed-upon repairs and improvements must be completed in a good and workmanlike manner.**

The buyer has the right to verify seller’s compliance with this requirement, and is strongly encouraged to do so.

## What are the buyer’s rights if seller fails to adequately complete all of the agreed-upon repairs before Settlement?

**The seller’s refusal, failure or inability to properly make all of the agreed-upon repairs and/or improvements before Settlement would be considered a breach of contract by the seller.**

According to paragraph 8(n) of Form 2-T, such a breach would give the buyer the right to terminate the contract and recover the earnest money deposit, the due diligence fee, and the buyer’s reasonable due diligence costs.

If the seller is acting in good faith, needs additional time to complete the agreed-upon repairs, and provides notice to the buyer, the seller will be entitled to a delay in Settlement of up to 14 days.

### Settlement can be delayed by up to 14 days

1	2	3	4	5	6	7
8	9	10	11	12	13	14

Closing/Possession will not occur until after Settlement

## Can the buyer elect to close on the purchase if the seller has failed to timely complete all of the agreed-upon repairs?

**Yes.** But if the buyer does proceed, the buyer may not be entitled to any further repairs. Paragraph 4(h) of Form 2-T states, in bold and all-capital letters “**CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**”