



# INSPECTION NOTICE BUYER'S ELECTION AND SELLER'S RESPONSE



BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

**PART 1. NOTICE TO SELLER OF DEFECTIVE INSPECTION ITEMS ON THE PROPERTY:** BUYER hereby gives notice of the following identified **Defective Inspection Items** under Standard D.2.b for which BUYER makes BUYER's Election in Part 2. This notice is accompanied by a complete copy of any inspection report(s) documenting the said Defective Inspection items.

- List of Systems and Equipment:** The specific Systems and Equipment items that are Defective Inspection Items as defined in Standard D.2.b. of the Sales Contract are shown on the attached list.
- Radon Gas or Lead-Based Paint Inspection Report(s):** The presence of radon gas at a level at or above EPA action levels (4.0 picocuries per litre of air), or the presence of lead-based paint or lead based paint hazards on the Property (pre-1978 housing).
- Wood-Destroying Organisms Report:** Active infestation and/or visible damage caused by wood-destroying organisms on the Property.
- Toxic or Pathogenic Molds:** The presence of toxic or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the Property.
- Unpermitted Improvements; Non-Conforming Structures; Open Permits; Code Violations:** The existence of unpermitted improvements, non-conforming structures, Open Permits, or code violations related to the Property.

**PART 2. BUYER'S ELECTION: BUYER elects the following [SELECT ONE]:**

- A. Credit at Closing:** Receive a credit from SELLER at closing in an amount of \$\_\_\_\_\_, which is equivalent to the estimated costs of Remedial Action for the identified Defective Inspection Items, as evidenced by the attached written estimates/proposals issued to BUYER by parties appropriately licensed to perform said Remedial Action. **OR**
- B. Remedial Action:** Have SELLER perform and complete Remedial Action with respect to the identified Defective Inspection Items. **OR**
- C. Combination:** \_\_\_\_\_

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

**PART 3. SELLER'S RESPONSE: SELLER notifies BUYER as follows [SELECT ONE]:**

- A. Acceptance of Buyer's Election:** SELLER accepts and agrees to BUYER's Election in Part 2 above as to **Defective Inspection Items** only and NOT as to Cosmetic Conditions or other Inspection Items. **OR**
- B. Rejection of Buyer's Election:** SELLER rejects BUYER's Election. **OR**
- C. Counter to Buyer's Election:** \_\_\_\_\_

NOTE: If SELLER responds with B or C as to any **Defective Inspection Items**, BUYER may terminate the Sales Contract not later than 5 days after the earlier of (i) Buyer's receipt of the SELLER's Response, or (ii) the SELLER's Response Deadline.

\_\_\_\_\_  
(Seller's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Seller's Signature)

\_\_\_\_\_  
(Date)