



# RE-10 INSPECTION CONTINGENCY NOTICE

OCTOBER 2021 EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This NOTICE dated: March 16, 2022

This NOTICE pertains to the Purchase and Sale Agreement Dated: March 8, 2022 ID#: 382022

ADDRESS: 1123 Linden Avenue, Lewiston, ID 83501

BUYER: Harry S Mills

SELLER: Stephen A Underwood and Renee G Underwood

This is a BUYER NOTICE to the SELLER.  This is a SELLER NOTICE to the BUYER.

This NOTICE pertains to:

The Primary Inspection contingency

The Secondary Inspection contingency; specifically:

- Domestic Well Water Potability and/or Productivity Test
- Septic Inspection and required Pumping
- Survey
- Other Inspection #1: \_\_\_\_\_
- Other Inspection #2: \_\_\_\_\_

Provision of this notice shall not affect BUYER'S rights regarding other unrelated notices or inspections.

BUYER hereby confirms that BUYER has had the opportunity to and/or did complete all inspections, investigations, tests, surveys and has reviewed all applicable documents and disclosures as related to the inspection(s) indicated above. BUYER hereby asserts to SELLER (without releasing the inspection contractor) that such inspection(s) if any was/were performed in a diligent, prudent, thorough and competent manner and that such inspector(s) was/were chosen by the BUYER and qualified to inspect the property.

**1. REMOVAL OF INSPECTION CONTINGENCY.** The BUYER unconditionally removes the contingency related to the inspection(s) stated above.

**2. ITEMS TO BE ADDRESSED.** Subject to the request(s) specifically set forth below, and the rights set forth in the Purchase Sale Agreement, the BUYER hereby removes the contingency related to the inspection(s) stated above. BUYER specifically reserves the walk-through inspection provisions and other inspection rights as set forth in the Purchase and Sale Agreement.

BUYER and SELLER agree (if more than one box is checked the parties agree all checked off duties will be performed):

- SELLER will credit BUYER \$ \_\_\_\_\_ at closing.
- Purchase Price to be \$ \_\_\_\_\_.
- Other terms listed below

SELLER will service, repair or replace, in a good and workmanlike manner, the following items/conditions on or in the property within \_\_\_\_\_ business days (ten [10] if left blank) from final acceptance of this notice by all parties. BUYER shall have the right to re-inspect only the item(s) identified below to satisfy the BUYER that any agreed upon service, repair or replacement is acceptable to the BUYER. BUYER shall not unreasonably withhold acceptance of the service, repair or replacement.

**1. Seller will provide American Home Shield Home Warranty plan for one year at \$550 to be paid through closing.**

**2. Seller to reduce purchase price \$1000. New purchase price to be \$359,000.**

BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (SU)(R) Date 3/16/2022 | 3:28 PM EDT

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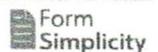
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Serial#: 092077-600164-7451345

Prepared by: Jessica Bean | KW Lewiston | jessicabean@kw.com | 2087992100



PROPERTY ADDRESS: 1123 Linden Avenue, Lewiston, ID 83501

ID#: 382022

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82  **3. TERMINATION PROVISION.** BUYER deems the results of the inspection stated above to be unsatisfactory. As a result, BUYER  
 83 hereby terminates the Purchase and Sale Agreement and the Earnest Money shall be returned to BUYER, unless Earnest Money has  
 84 previously become non-refundable. BUYER and SELLER further agree to release brokers and their associates from any claims, actions  
 85 and demands by reason of releasing and disbursing of said earnest money deposit.

87 To the extent the terms of this NOTICE modify or conflict with any provisions of the Purchase and Sale Agreement including all prior  
 88 Addendums, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums, or Counter Offers  
 89 not modified by this NOTICE shall remain the same. Upon execution by both parties, this NOTICE is made an integral part of the  
 90 aforementioned Purchase and Sale Agreement.

91

**BUYER'S AND SELLER'S SIGNATURES:**

34 BUYER: *[Handwritten Signature]* Date: 3/16/22 Time: 2:10 pm

37 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

39 SELLER: *[DocuSigned by: Stephen Underwood]* Date: 3/16/2022 | 3:28 PM EDT Time: \_\_\_\_\_

41 SELLER: *[DocuSigned by: Renee Underwood]* Date: 3/16/2022 | 12:30 PM PDT Time: \_\_\_\_\_

