

**PROPERTY CONDITION CLAUSE RESPONSE**



The Standard Form (revised June 2000) of:  
 New Orleans Metropolitan Association of REALTORS®, Inc.  
 Northshore Area Board of REALTORS®, Inc.  
 Saints Board of REALTORS®

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1. Subject Property: \_\_\_\_\_ Agreement to Purchase Dated: \_\_\_\_\_  
 2.

3. This is to advise you that the applicable inspection(s) allowed by the Agreement to Purchase the above  
 4. property have been made and the report(s) thereon and the condition(s) reflected are satisfactory and hereby approved  
 5. (unless otherwise stated). If remedy of any or all of deficiencies listed below, to be made at the expense of the  
 6. SELLER(S) is not agreeable to SELLER(S) then PURCHASER(S) shall then have 24 hours from the date of SELLER'S written  
 7. response, or 24 hours from the date that SELLER'S response was due, whichever is earlier, to:  
 8. (1) accept SELLER'S response to this Property Condition Clause Response; or (2) accept the property in its present  
 9. condition; or (3) to elect to terminate the Agreement to Purchase. In all cases, PURCHASER'S response shall be  
 10. in writing. Upon such termination or upon PURCHASER'S failure to act by the time specified, the Agreement shall  
 11. be ipso facto Null and Void, and PURCHASER and SELLER agree to sign a cancellation within 24 hours entitling  
 12. the PURCHASER(S) the right to the return of his deposit in full, and neither party shall have any further obligation  
 13. to the other.

14. Deficiencies:	Remedies:
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	
23.	
24.	

25. This agreement does not void any prior agreement(s) for the correction or repair of other property deficiencies that  
 26. are not described herein and any said prior agreement(s) will remain binding on the parties hereto.

28. The SELLER(S) have 72 hours commencing (date) \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. to give his/their written response to this  
 29. Property Condition Clause Response. A copy of PURCHASER'S inspection report(s) are attached for SELLER'S reference.  
 30.  
 31.

33. PURCHASER \_\_\_\_\_ Date a.m./p.m. PURCHASER \_\_\_\_\_ Date a.m./p.m.

35. **SELLER(S) RESPONSE (Please initial):**

36. \_\_\_\_\_ 1.) The SELLER(S) will have all of the above mentioned deficiencies corrected not later  
 37. Initials Initials than 5 working days prior to the agreed upon date of act of sale, and will provide  
 38. PURCHASER(S) with copies of paid receipts, or proof of repairs; or

39. \_\_\_\_\_ 2.) The SELLER(S) is willing to correct only those deficiencies noted and initialed above  
 40. Initials Initials and will do so not later than 5 working days prior to the agreed upon date of act of sale,  
 41. and will provide PURCHASER(S) with copies of paid receipts, or proof of repairs; or

42. \_\_\_\_\_ 3.) Unless disallowed by lender, in lieu of SELLER(S) having the above deficiencies  
 43. Initials Initials corrected prior to act of sale, the SELLER(S) will pay to the PURCHASER(S) at act of  
 44. sale the sum of \$ \_\_\_\_\_. Both parties agree to accept this sum as  
 45. full and complete payment for the cost to PURCHASER(S) of having said deficiencies  
 46. corrected after the date of the act of sale (even if the actual cost is more or less than  
 47. the stated sum); or

48. \_\_\_\_\_ 4.) The SELLER(S) will not remedy any of the above listed deficiencies.  
 49. Initials Initials

50. THE PURCHASER(S) HAVE 24 HOURS COMMENCING (DATE) \_\_\_\_\_ AT \_\_\_\_\_ A.M./P.M. TO GIVE  
 51. HIS/THEIR WRITTEN RESPONSE TO THIS PROPERTY CONDITION CLAUSE RESPONSE.  
 52.  
 53.

54. SELLER \_\_\_\_\_ Date a.m./p.m. SELLER \_\_\_\_\_ Date a.m./p.m.

55. **PURCHASER(S) FINAL RESPONSE**

56. \_\_\_\_\_ We accept the SELLER(S) response indicated above and shall proceed toward an Act of  
 57. Initials Initials Sale.

58. \_\_\_\_\_ We do not accept the SELLER(S) response and hereby declare the Agreement to Purchase  
 59. Initials Initials Null and Void. A Cancellation of Agreement is attached.  
 60. (NOT APPLICABLE IF OPTION #1 WAS SELECTED UNDER SELLER'S RESPONSE.)  
 61.  
 62.

63. PURCHASER \_\_\_\_\_ Date a.m./p.m. PURCHASER \_\_\_\_\_ Date a.m./p.m.