



# RESOLUTION OF UNACCEPTABLE CONDITIONS AMENDMENT

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4 **EFFECTIVE DATE OF CONTRACT:** \_\_\_\_\_

5 **THE AGREEMENT(S) SET FORTH IN THIS AMENDMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN**  
6 **THE BUYER AND SELLER WITH RESPECT TO RESOLUTION OF THE UNACCEPTABLE CONDITIONS**  
7 **IDENTIFIED BELOW. *Except for the changes noted below, all of the other provisions of the Contract shall remain in***  
8 ***full effect.***

9  
10 **Check applicable paragraph(s) below.**

11  
12  **1. CORRECTION OF UNACCEPTABLE CONDITIONS.**  
13 SELLER acknowledges receipt of BUYER'S Inspection Notice and BUYER'S inspection report(s), **and agrees to**  
14 **make the repairs as indicated below in a workmanlike manner using good-quality materials.** Repairs will be  
15 completed prior to Closing unless agreed to in writing and approved by Lender(s), if any.

16  
17 **SELLER AGREES TO CORRECT THE FOLLOWING UNACCEPTABLE CONDITIONS:** \_\_\_\_\_

18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

29  
30 Attach additional pages if necessary. The \_\_\_\_\_ **additional pages, if any, are an integral part of this Agreement.**

31  
32  **2. ADJUSTMENTS IN PRICE AND/OR TERMS. (These options may require the prior approval of**  
33 **BUYER'S Lender(s) and have the potential to delay Closing due to federal regulation.**

34  
35  **a. PURCHASE PRICE** is changed to \$ \_\_\_\_\_.

36  
37  **b. CREDIT TOWARD ALLOWABLE CLOSING COSTS/PREPAID EXPENSES.** SELLER agrees to pay  
38 additional BUYER'S closing costs and/or prepaid expenses as permitted by BUYER'S Lender(s) of  
39 \$ \_\_\_\_\_ plus any amounts previously agreed to for a total amount not to exceed  
40 \$ \_\_\_\_\_ (total to be paid). **BUYER and SELLER acknowledge the allowable costs may be**  
41 **more or less than the total amount agreed to above.**

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

42 **PAYMENT FOR CORRECTIVE MEASURES.** If payment for the foregoing corrective measures is not to be made  
43 directly out of escrow, **SELLER agrees to provide proof of payment prior to Closing.** **BUYER may, prior to Closing,**  
44 **inspect any corrective actions taken by SELLER.** SELLER and BUYER acknowledge neither BUYER'S nor  
45 SELLER'S agents or brokers are responsible for completion of or payment for any corrective measures which  
46 SELLER has agreed to make above.

47  
48 **REMAINING UNCORRECTED UNACCEPTABLE CONDITIONS.** Any unacceptable conditions previously identified  
49 in BUYER'S offer to renegotiate or in any inspection report accompanying BUYER'S offer to renegotiate **which the**  
50 **SELLER has not agreed to correct in this Amendment** **WILL NOT BE CORRECTED** and **BUYER agrees to accept**  
51 **them in their present condition without any corrective action taken or payment thereof.** SELLER and Licensees  
52 assisting in the sale of the Property are released from any further obligation or liability related to the condition of the  
53 Property.

54  
55 **ANY OF THE FOLLOWING EXECUTED AND DELIVERED TO THE OTHER PARTY OR OTHER PARTY'S AGENT**  
56 **PRIOR TO THE EXPIRATION OF THE RENEGOTIATION PERIOD WILL CONSTITUTE AN AGREEMENT:**

- 57  
58 1. SELLER'S signature agreeing to do everything requested by BUYER on Resolution of Unacceptable  
59 Conditions Amendment attached to Inspection Notice; or  
60  
61 2. A Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the  
62 Unacceptable Conditions; or  
63  
64 3. BUYER'S signature accepting the Property in its present condition without correction of any Unacceptable  
65 Conditions.

66  
67 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
68 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
69 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
70

71  
72 \_\_\_\_\_  
73 **SELLER** **DATE** **BUYER** **DATE**  
74  
75 \_\_\_\_\_  
76 **SELLER** **DATE** **BUYER** **DATE**  
77

78  
79  **BUYER AGREES TO ACCEPT PROPERTY IN ITS PRESENT CONDITION. BUYER initially desired to**  
80 **renegotiate the Contract. No agreement has been reached. Therefore, BUYER now agrees to accept the**  
81 **Property in its present condition without correction of, or other action by the SELLER with respect to the**  
82 **Unacceptable Conditions, all of the other provisions of the Contract shall remain in full effect. (This election**  
83 **does not require SELLER'S signature to be binding if delivered prior to the expiration of the Renegotiation**  
84 **Period.)**

85  
86  
87 \_\_\_\_\_  
88 **BUYER** **DATE**  
89  
90 \_\_\_\_\_  
91 **BUYER** **DATE**

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