



# REPAIR/REPLACEMENT/TREATMENT AGREEMENT

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NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



This Repair/Replacement/Treatment Agreement is entered into between the undersigned BUYER and SELLER who are parties to that certain Purchase and Sale Agreement dated \_\_\_\_\_ and pertaining to the following Property, \_\_\_\_\_ (the "Agreement").

Where this Repair/Replacement/Treatment Agreement is in conflict with the terms of the Agreement, the terms of this Repair/Replacement/Treatment Agreement will govern.

1. In accordance with the attached WOOD-DESTROYING ORGANISM (WDO) inspection report, BUYER requests that SELLER make the following repairs, replacements and/or treatments:

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2. In accordance with all other inspection reports, BUYER requests that SELLER make the following repairs and/or replacements:

- A.  ROOF: \_\_\_\_\_  
\_\_\_\_\_

BUYER's request is based on:

- Report by a licensed roofing contractor (copy attached).  
 Report by a licensed general contractor (copy attached).  
 A licensed home inspector's report addressing roof (see portion of report and cover sheet attached).

- B.  MAJOR APPLIANCES, HEATING, COOLING, MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS AND POOL EQUIPMENT (IF ANY): \_\_\_\_\_

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BUYER's request is based on:

- Report by a licensed tradesman (e.g. plumber, electrician) (copy attached).  
 Report by a licensed general contractor (copy attached).  
 A licensed home inspector's report addressing the above items (see portion of report and cover sheet attached).

- C.  STRUCTURAL: \_\_\_\_\_  
\_\_\_\_\_

BUYER's request is based on:

- Report by a licensed general contractor (copy attached).  
 Report by a structural engineer (copy attached).  
 A licensed home inspector's report addressing structural soundness (see portion of report and cover sheet attached).

# REPAIR/REPLACEMENT/TREATMENT AGREEMENT continued

D.  OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUYER's request is based on:

- Report by a licensed general contractor (copy attached).
- Report by a structural engineer (copy attached).
- A licensed home inspector's report addressing the above other items (see portion of report and cover sheet attached).

SUBMITTED BY:

BUYER	DATE	BUYER	DATE
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BUYER	DATE	BUYER	DATE
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3. SELLER agrees to:

- Pay for the costs of all of the above requested repairs, replacements and/or treatments; or
- Pay for the costs of above requested repairs, replacements and/or treatments up to \$\_\_\_\_\_ ; or
- Pay \$\_\_\_\_\_ for repairs, replacements and/or treatments and BUYER agrees to pay \$\_\_\_\_\_ towards same. BUYER shall deposit an additional binder deposit not applicable to the Purchase Price ("excess binder") with the entity holding the binder deposit(s). When added to the amount to be paid by SELLER, the excess binder deposit shall equal the cost of the repairs, replacements, and/or treatments. The excess binder will not be refunded to BUYER unless SELLER is unable or unwilling to perform SELLER's obligations in the Agreement.

If the cost of repairs, replacements and/or treatments exceeds the amount agreed to be paid herein by BUYER and SELLER, and neither BUYER nor SELLER agrees to pay the excess costs, either BUYER or SELLER may terminate the Agreement by delivering written notice of such election to the other party.

If BUYER or SELLER elects to terminate the Agreement pursuant to this paragraph, each party will be responsible for all loan and sale processing costs specified to be paid in the Agreement by that party.

**The repairs, replacements and/or treatments shall be completed by appropriately licensed persons within 10 days of entering into this Repair/Replacement/Treatment Agreement and receipt by SELLER of written notice of BUYER's loan approval, if applicable. Any other items noted on inspection reports are for the BUYER's information only and are not items that the SELLER is contractually bound to repair, replace or treat. BUYER agrees to the foregoing.**

ACCEPTED BY:

SELLER	DATE	SELLER	DATE
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SELLER	DATE	SELLER	DATE
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**BUYER'S signature is only required below if SELLER refuses to pay the full cost of the requested repairs, replacements and/or treatments.**

BUYER	DATE	BUYER	DATE
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BUYER	DATE	BUYER	DATE
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