

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 ☐ **NOTICE OF WOOD DESTROYING INSECTS.** The written inspection report of a certified pest control firm is
11 attached and recommends treatment. Treatment for wood destroying insects is required per the Inspections
12 paragraph of the Contract.

13
14 ***Check applicable paragraph(s) below.***

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

20
21 **SELLER AGREES TO CORRECT THE FOLLOWING UNACCEPTABLE CONDITIONS:** _____

22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____

32
33 Attach additional pages if necessary. The _____ additional pages, if any, are an integral part of this Agreement.

34
35 ☐ **2. ADJUSTMENTS IN PRICE AND/OR TERMS. (These options may require the prior approval of**
36 **BUYER'S Lender(s) and have the potential to delay Closing due to federal regulation.)**

37
38 ☐ **a. PURCHASE PRICE** is changed to \$ _____.

39
40 ☐ **b. CREDIT TOWARD ALLOWABLE CLOSING COSTS/PREPAID EXPENSES.** SELLER agrees to pay
41 additional BUYER'S closing costs and/or prepaid expenses as permitted by BUYER'S Lender(s) of
42 \$ _____ plus any amounts previously agreed to for a total amount not to exceed
43 \$ _____ (total to be paid). The total amount set forth herein does not include or otherwise
44 modify the compensation SELLER previously agreed to pay Broker assisting Buyer. **BUYER and SELLER**
45 **acknowledge the allowable costs may be more or less than the total amount agreed to above.**

46

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

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

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

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

1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or
2. A Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or
3. BUYER'S signature accepting the Property in its present condition without correction of any Unacceptable Conditions.

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

SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE

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

BUYER	DATE
BUYER	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised October 2024. All previous versions of this document may no longer be valid. Copyright January 2026.