

## **-Requests for Repairs**

Buyer should always use the RR [Request for Repairs] and Seller use the RRRR [Seller Response and Buyer Reply to Request for Repairs] when negotiating any repairs to be completed by Seller.

### **RR [Request for Repairs] #1 [RR & RRRR to be in sequence.]**

1. **Buyer lists requested repairs.**
  1. If there is no enough room to list all of the requested repairs, the form will generate a TOA [Text Overflow Addendum].
  2. You may also attach a separate typed list [be sure to get both parties to acknowledge receipt of the attached list, even if they are not agreeing to do all of the repairs].
2. **Seller responds to the Buyer Request.** [Note: As per contract, Seller does not have to respond; however it is usually done using the RR or RRRR.] Seller may check and one of the following options:
  1. **\_\_\_ Seller agrees to all of Buyer's Requests** and may check box: \_\_\_(i)Buyer removes the physical inspection contingency and may attach a CR [Contingency Removal] form for Buyer to sign.
  2. **\_\_\_ Seller does NOT agree to any of Buyer requests.**
  3. **\_\_\_ Seller responds to Buyer's request on the attached form RRRR.**
3. If Seller checks the box: "Seller agrees to all of Buyer's Requests," then the Buyer should sign & date at the bottom of the RR and the process is complete.

### **RRRR #1 [Seller Response and Buyer Reply to Request for Repair]**

#### **Seller Response to Buyer Requests.**

1. Seller may may agree to do "All except . . ." listing the repairs they are not agreeing to do.
2. Seller may agree to credit Buyer \$\_\_\_\_\_ instead of doing any repairs.
3. Seller may agree to reduce the purchase price instead of doing any repairs.

#### **Buyer Reply to Seller Response.**

1. **If Buyer agrees to the Seller Response, Buyer should sign in the "Buyer Reply" section.**
  1. If Seller offers a credit, then an Addendum must be completed confirming the "credit towards Buyer's closing costs," which must go to the Lender for approval.
  2. In such addendum, always state that the credit to Buyer is for Buyer's closing costs. NEVER state "in lieu of repairs." A Lender will not accept a credit for repairs to be completed, but will accept a credit towards Buyer's closing costs.
2. **If Buyer disagrees with Seller Response, Buyer checks box to withdraw RR #1 and make a new request – RR #2.**
  1. Perhaps Buyer does not accept what Seller is not repairing.

2. Perhaps, credit amount is not enough to cover anticipated costs for the repairs.

Remember that **the RR & RRRR are not given to the Lender**. In that regard, these forms are kind of like “worksheets” for negotiation purposes only.

**Never “tie” the RR to the CR** [Contingency Removal] stating: “Buyer removes all contingencies subject to the Seller agreeing to Request for Repairs.” This is unenforceable and is not to be done.

RR/RRRR process is to be completed with **all negotiations need to be agreed to by all parties before a CR** [Contingency Removal] is executed.