

GUIDELINES FOR COMPLETING REPAIR REQUEST AND AGREEMENT FORM

INTRODUCTION: These guidelines are provided to assist agents in completing the Repair Request and Agreement form (Standard Form #310-T) (the "Form") on behalf of buyers and sellers. These guidelines include general comments about completion of the Form. However, situations will frequently arise that are not covered by these guidelines. For example, this form is NOT designed to be used when the parties agree that the Seller will issue a credit to the Buyer in lieu of making repairs. Issuing such a credit should be addressed by amending the Offer to Purchase and Contract (the "Contract") (Standard Form #2-T). The Buyer's lender must also approve such a credit if the Contract contains a financing condition. Agents should always remember that the firm's broker-in-charge should be consulted if there is uncertainty regarding the proper completion of the Form.

USE OF FORM: Use of this Form is not mandatory. It is designed to be used in connection with the Contract. Under either Alternative 1 or Alternative 2 of paragraph 16 of the Contract, the Buyer may inspect the Property and ask the Seller to complete repairs, radon remediation and/or treatment for wood-destroying insects. If the Buyer and the Seller agree on what repairs/remediation, treatment the Seller will complete, this Form may be used to put their agreement into writing.

GENERAL INSTRUCTIONS:

1. Type this Form if possible; otherwise print or write legibly in ink.
2. Fill in all blank spaces. If any space is not used, enter "N/A" or "None."
3. Be precise. Avoid the use of abbreviations, acronyms, jargon, and other terminology that may not be clearly understood.
4. Every change, addition or deletion to the Form must be initialed and should be dated by both Buyer and Seller.
5. If numerous changes are made or if the same item is changed more than once, complete a new Form to avoid possible confusion or disputes between the parties.
6. Review all provisions with the parties. Advise the parties to consult their attorney if they have any question about the legal consequences of the Form or any particular provision.

SPECIFIC INSTRUCTIONS:

Property Address and Names: Insert either the "Street Address" or "Legal Description" from paragraph 1 of the Contract. Insert the name(s) of the Buyer and Seller as they appear in the Contract.

PARAGRAPH 1: Requested Repairs/Remediation/Treatment. Requests for repairs/remediation/treatment by Buyer should be listed in the blank space provided. Care should be taken to adequately identify each item that needs repair as well as the nature of the problem with the item (for example, "broken toilet seat in downstairs bathroom"). If the Buyer has authorized the release of any inspection reports, it is acceptable to attach any such reports to the Form. If this approach is used, an adequate reference that properly identifies the inspection report(s) and the relevant section(s) of the report must be inserted in the blank space provided (for example, "See item #'s 2, 4 and 5 in the inspection report attached hereto dated [insert date] from [insert name of inspector].").

If Alternative 1 of paragraph 16 of the Contract is applicable, the agent assisting the Buyer in completing the form should point out that only those items covered under subsections (a), (c) and (d) of Alternative 1 are subject to repair negotiations.

If the Seller disagrees with one or more items that the Buyer has listed, the Seller should strike such item(s) and date and initial the deletion(s) prior to signing and dating the Form and returning it to the Buyer. If the deletion(s) made by the Seller are acceptable to the Buyer, the Buyer should also initial and date the deletion(s).

PARAGRAPH 4: Additional Inspections of Hidden Defects (*applicable only if Alternative 1 is in effect*). Any additional repairs that the Buyer may request and the Seller may agree to complete should be put in writing in accordance with the General Instructions set forth above.

PARAGRAPH 5: Release of Inspection Report: The Buyer should check the appropriate box to indicate whether the Buyer agrees to release any inspection reports to the Seller.

EXECUTION: All buyers named as "Buyer" in the Contract should sign and date the Form before it is delivered to the Seller. All sellers named as "Seller" in the Contract should sign and date the Form before it is returned to the Buyer. It is recommended that at least two originals of the completed and executed Form are needed, one for the Buyer and one for the Seller.

