

**Massey Real Estate Management**  
**4919 Farrington Road**  
**Chapel Hill, NC 27517**  
**Phone: 919-730-5239, Fax: 919-361-3376**

**REPAIR AGREEMENT**

[See Guidelines for completing this form (Standard form # 310G)]

Property Address:

Seller:

\_\_\_\_\_

Buyer:

\_\_\_\_\_

**RECITAL:** Buyer and Seller have entered into an Offer to Purchase and Contract ("Contract") regarding the purchase and sale of the Property. Buyer has conducted such inspections as the Buyer deems appropriate under either Alternative 1 or Alternative 2 of paragraph 13 of the Contract, whichever is in effect (referred to as "Alternative 1" and "Alternative 2" herein). The parties desire to enter into an agreement regarding certain repairs to the Property. In consideration of the mutual promises contained herein, the parties agree as follows:

**1. Agreement to Make Repairs.** Buyer requests and Seller agrees to complete the following repairs (the "Repairs") at Seller's expense prior to closing (*attach additional page(s) if needed*):  
n/a

**2. Notification, Verification.** Seller shall notify Buyer upon completion of the Repairs and provide Buyer with documentation thereof. Buyer shall have the right to verify that the Repairs have been completed in a good and workmanlike manner. Unless otherwise indicated in the Contract or this Agreement, such verification shall be at Buyer's expense.

**3. Additional Inspections.** (*applicable only if Alternative 1 is in effect*) Buyer reserves the right to obtain a wood-destroying insect report permitted under Alternative 1, subsection (b) of the Contract, and the following additional inspections:  
n/a

Any additional repairs that Buyer may request and Seller may agree to complete as a result of any such additional inspections will be added to paragraph 1 above and shall become a part of this Agreement.

**4. Release of Inspection Reports.** Buyer  does  does not agree to release any inspection reports to Seller.

**5. Acceptance of Property Condition; Waiver.**

**IF ALTERNATIVE 1 IS IN EFFECT:** Buyer accepts the Property in its present condition and waives the right to terminate the Contract under Alternative 1, subsections (c), (d) and (e) of the Contract. However, such acceptance and waiver shall not limit any rights Buyer may have under the Contract or this Agreement regarding:

- (1) the Seller's performance of the Repairs,
- (2) any hidden defects covered under subsection (a) of Alternative 1 that may be revealed by the performance of the Repairs,
- (3) items covered under subsection (a) of Alternative 1 that may need repairs pursuant to any additional inspections listed in paragraph 3 above, or
- (4) any rights under paragraph 5(c) of the Contract.

**IF ALTERNATIVE 2 IS IN EFFECT:** Buyer accepts the Property in its present condition and waives the right to terminate the Contract under Alternative 2, subsection (a) of the Contract. However, such acceptance and waiver shall not limit any rights Buyer may have under the Contract or this Agreement regarding:

- (1) the Seller's performance of the Repairs, or
- (2) any rights under paragraph 5(c) of the Contract.

**6. Effective Date of Agreement.** This Agreement shall become effective on the date it has been signed by both parties. Prior to the effective date, a party's signature hereunder shall not constitute a waiver of any right or option that such party may have under paragraph



PREPARED BY: Emily B Massey, Broker  
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13 of the Contract.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PREPARED BY: Emily B Massey, Broker**

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