

s8.12 - CAR Buyer Responsibility Clause (and Suggestions)

- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS: 7 (or ____) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) BUYER HAS: 17 (or ____) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). **Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.**
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ____) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ____) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

This clause outlines Buyer Disclosure Responsibilities.,

The clause allowing a Seller not to respond at all is grossly flawed. It is a way a seller and sellers agent can refuse to provide evidence of notice of defects from a prior buyer in a subsequent contract. A failure of a Sellers Agent to be able to get documents during a transaction results in loss of use of Brokerage for sale of home temporarily or permanently as logged in a shared, national, public database.

This clause does NOT appropriately tell the Buyer that the buyer can opt to stay in the transaction and force documentation and it does not state how that process can/will work. (unless seller removes property from brokerage system with a required blackout period)

This clause does NOT appropriately tell the buyer that any documentation produced after the disclosure period which reveals prior knowledge of defects or covered up items can have two consequences.

1. Monetary - Any defects found during escrow not disclosed are the responsibility of the SELLER one way or another.
2. Criminal - Even if the financial remedies are made, criminal charges can be brought for the attempt at fraud.

Systems for mediation should exist that are very fast which can be used mid transaction for disputes as needed.

All Brokers have benefitted for decades by slowly covering over the Seller's requirements more and more and more to make their jobs easier. That's been unfortunate to watch.