

**NOTICE NO. \_\_\_\_ FROM BUYER TO SELLER**

1	Buyer(s) _____
2	Seller(s) _____
3	Property Address or Tax ID # _____
4	_____ (the "Property")

5 Buyers use this form to Notify Sellers of the occurrence of certain conditions, as permitted by the Sale Agreement or a document that amends or  
6 modifies the Sale Agreement. Capitalized terms have the meanings given to them in the Sale Agreement. To determine the legal effect of the Notice  
7 received, see the document mentioned in the item selected. In order to have legal effect, a Notice must be accurate and Delivered within the time  
8 allowed, unless the receiving party waives the timeliness requirement. Real estate agents are not licensed as lawyers and therefore cannot explain  
9 the legal effect of notices. See OREF 064 – Notice of Buyer’s Unconditional Disapproval for additional notices. Buyer notifies Seller as follows: (*select*  
10 *one*)

11  **FAILURE OF FINANCING CONTINGENCY:** Buyer has received actual notice from Lender that one or more Financing Contingencies have failed  
12 or otherwise cannot occur. See the Failure of Financing Contingencies section of the Sale Agreement.

13  **INTENT TO PROCEED WITH LOAN:** In response to Seller’s request, Buyer’s signed notice of intent to proceed with the Loan is dated (*insert*  
14 *date*) \_\_\_\_\_. See the Buyer’s Obligations Regarding Financing section of the Sale Agreement.

15  **OBJECTIONS TO TITLE:** The following matters disclosed in the Report and Documents are unacceptable to Buyer: (describe)  
16 \_\_\_\_\_  
17 See the Title Insurance section of the Sale Agreement.

18  **EXERCISE OF OPTION:** Buyer elects to exercise the Option to purchase the Property. See Section 7 (Exercise of Option) of OREF 085 – Option  
19 Agreement.

20  **INTENT TO TERMINATE UNDER WELL ADDENDUM:** Buyer intends to terminate the transaction. A list of substantial deficiencies identified by  
21 Buyer is attached to this Notice. See Section 5 (Buyer Right of Termination) of OREF 082 – Private Well Addendum.

22  **INABILITY TO ASSUME THIRD-PARTY AGREEMENT:** Buyer Notifies Seller that Buyer is unable to assume the Third-party Agreement. See  
23 Section 3.4 (Buyer Contingency) of OREF 105 – Solar Panel System Addendum.

24  **OTHER NOTICE:** (*describe*) \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
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29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_

32 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
33 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

34 **SELLER ACKNOWLEDGES RECEIPT OF THIS NOTICE:** This is an acknowledgment of receipt, not an agreement that the Notice was properly  
35 Delivered.

36 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
37 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

38 Buyer’s Agent(s) \_\_\_\_\_ Seller’s Agent(s) \_\_\_\_\_