

ADVISORY TO BUYER REGARDING WAIVING CONTINGENCIES

The Oregon Real Estate Forms, LLC (“OREF”) Sale Agreement includes specific terms and conditions to protect and inform you as you go through the process of purchasing a property. For example:

(a) **Inspection Contingencies**. If you buy the property, you will be buying it in “AS-IS” condition. Unless you and the seller agree that repairs or other changes will be made, any problems with the property will be your responsibility, not the responsibility of the seller or any real estate agent. The Sale Agreement gives you the opportunity to have the property inspected so that you can decide whether its condition is acceptable to you.

(b) **Disclosure Contingency**. Every seller is required to give you any material information they have about the property you are buying. Most sellers are also required to fill out a disclosure statement. You have a limited right to terminate your purchase of the property if you learn information that is unacceptable to you.

(c) **Title Contingency**. Most properties contain restrictions on the way they are used. This contingency allows you to review covenants, conditions, restrictions, easements, zoning, and other encumbrances so that you can make sure that you can use the property you are buying as you intend to use it.

(d) **Appraisal Contingency**. The price you pay for the property depends on the condition of the property, the area around the property, the status of the market, the value you place on the property, and other factors.

(e) **Financing Contingency**. Closely related to the appraisal contingency, this contingency makes it possible for you to terminate the transaction if you or the property do not qualify for any financing you need in order to purchase the property.

(f) **Other Contingencies**. The Sale Agreement and its attachments may include other contingencies as well, such as a review of HOA/condominium documents, purchase or sale of another home, well testing, lead-based paint testing, or custom contingencies that your real estate agent created for your unique circumstance.

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Because these contingencies are important ways to protect yourself, your real estate agent advises against waiving any of them to make your offer more attractive to the seller or for any other reason. Waiver of one or more of these protections can result in you losing your right to terminate under the contingencies you are waiving, losing your earnest money, and other adverse consequences. Please consider these consequences carefully before waiving contingencies. Only professional inspectors, contractors, lawyers, appraisers, and lenders are qualified to help you with these contingencies. Although real estate agents will help you throughout the home-buying process, they are not qualified to perform these services for you.

By signing below, you acknowledge that your real estate agent has advised you not to waive any of the conditions included in the Sale Agreement. If you do so, you assume all responsibility for loss of earnest money deposit(s) if the land and improvements or transaction terms do not meet your expectations or if the purchase has adverse consequences for you now or in the future.

ACKNOWLEDGMENT: The undersigned Buyer(s) acknowledge that: (a) they have read and understand this advisory, and (b) they have been provided with a copy for their own files.

Buyer _____ Date _____ a.m. p.m. ←
Print Name _____

Buyer _____ Date _____ a.m. p.m. ←
Print Name _____