## **REPAIR AGREEMENT**

AGREEMENT dated this	day of,
20by the undersigned,	
("Seller") and	
("Purchaser").	

## WITNESSETH:

WHEREAS, on this date Seller has sold to Purchaser the property known (the "Property"); and

**WHEREAS**, Seller has agreed to complete those certain punch list items agreed to in **Exhibit "A"** attached hereto (the "Completion Items"); and

**NOW THEREFORE**, in consideration of the premises, the closing of the sale of the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The recitals set forth above are incorporated herein as though stated verbatim.
- 2. Upon execution of this Agreement, Seller hereby agrees to repair, install, complete, and/or adjust as the case may be, the Items in Completion Items in the following manner:
  - a. All items are to be completed within \_\_\_\_\_\_ **days** of the date of execution of this Agreement. The items shall be completed on or before \_\_\_\_\_\_, 20\_\_\_\_.
  - b. The parties agree that all work is to be done in a workmanlike manner.
- 3. If the Seller does not complete the items as agreed herein, or a dispute arises between the parties concerning the Completion Items, the Seller agrees to pay for all costs associated with the completion of the Items, including reasonable attorney's fees, resulting from such dispute.
- 4. Seller and Purchaser each hereby agree to indemnify and hold Teresa M. Bernhardt, Attorney, Bernhardt Law Firm, its employees, staff, agents or assigns, and \_\_\_\_\_\_, Real Estate Agent, harmless from and against any and all losses, claims, damages, liabilities and expenses, including but not limited to reasonable attorney's fees, in connection with continuing the Closing in light of the Completion Items, or performance of the Parties duties hereunder, including, without limitation, any litigation arising from this agreement or involving the subject matter thereof.

5. This Agreement may be executed by facsimile, in counter part and shall be considered as one and the same as an original executed document.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the year and date first above set forth.

**PURCHASER(S):** 

**SELLER(S):** 

\_\_\_\_\_

Compliments of Bernhardt Law Firm

## Exhibit "A" Completion List

Seller shall repair the following items:

This list is an exhaustive and complete list of all items needed repair or replacement.