

McMillin Real Estate & Appraisal, Inc.
15 Riverwood Place
Vicksburg, MS. 39180

**BUYER AUTHORIZATION
TO MAKE REPAIRS AND IMPROVEMENTS
PRIOR TO CLOSING
AMENDMENT " _____ "**

WHEREAS, the undersigned parties have entered into a certain Agreement with a Binding Agreement Date of _____, for the purchase and sale of real property and all the tract of land known as:

_____ Mississippi; and
WHEREAS, Buyer desires to make certain improvements and/or repairs to the Property prior to purchasing the Property.

1. Provided Buyer has previously met all contingencies of the aforementioned Agreement, including contingencies contained in any amendments to said Agreement, Seller authorizes Buyer and/or Buyer's representatives to enter the Property for the purpose of making the following improvements and/or repairs at Buyer's sole expense *[attach separate page if necessary]*:

Buyer hereby grants Seller the right to review plans for any such improvements for a period not less than ten (10) business days prior to undertaking any such improvements. Buyer hereby agrees to deliver such plans to Seller in a form sufficiently detailed to allow Seller to adequately ascertain the nature, extent and quality of such improvements. Seller, in his sole discretion, shall have the right to rescind this Buyer Authorization by notice in writing, which shall be delivered no more than fifteen (15) days prior to such improvements. Seller's notice shall be delivered to Buyer or Buyer's representatives via facsimile, hand delivery, or certified mail, return receipt requested (such notice shall be deemed delivered upon Buyer's receipt).

2. Buyer agrees to indemnify and hold harmless Seller, Listing Broker, Selling Broker and their Associated Licensees from any claim or loss, including reasonable attorney's fees, relating to personal injuries or property damage caused by or arising out of the making of the improvements and/or repairs described in paragraph 1 hereof.

3. Buyer shall promptly pay all third parties for labor, services and materials performed or supplied in making said improvements and/or repairs. Buyer shall furnish Seller with proof that all said labor, services and materials have been paid prior to closing and shall indemnify and hold harmless Seller against and from any and all liens which may be asserted or filed against the Property relating to the making of said improvements and/or repairs.

4. Notwithstanding any other provision of the Agreement to the contrary, in the event that the sale is not consummated for any reason other than Seller's inability, failure or refusal to perform any of Seller's covenants herein, any improvements and/or repairs made pursuant to this Amendment shall be the sole property of Seller, and Buyer (A) shall not be entitled to be reimbursed or compensated for making or having made any of said improvements and/or repairs, (B) waives any right to assert or file any lien against the Property and (C) forfeits all right to earnest money paid by Buyer.

5. In the event that the sale is not consummated because of Seller's inability, failure or refusal to perform any of Seller's covenants herein, Seller shall reimburse Buyer for any costs paid by Buyer in making or having made any of said improvements and/or repairs on or before the closing date of the aforementioned Agreement. Said reimbursement shall occur no later than the closing date set forth in "Closing Date" paragraph in the aforementioned Agreement.



It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

Agreed to this _____ day of _____, _____.

Selling Broker's Signature

Buyer's Signature

By: _____
Broker or Broker's Affiliated Licensee's Signature

Print or Type Name

Print or Type Name

Buyer's Signature

Bus. Phone

FAX#

Print or Type Name

Listing Broker's Signature

Seller's Signature

By: _____
Broker or Broker's Affiliated Licensee's Signature

Print or Type Name

Print or Type Name

Seller's Signature

Bus. Phone

FAX#

Print or Type Name

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.

