



**CONTINGENCY REMOVAL No.** \_\_\_\_\_

(C.A.R. Form Revised CR, 04/10)

In accordance with the terms and conditions of the:  California Residential Purchase Agreement (C.A.R. Form RPA-CA), or  Residential Income Property Purchase Agreement (C.A.R. Form RIPA), or  Commercial Property Purchase Agreement (C.A.R. Form CPA), or  Vacant Land Purchase Agreement (C.A.R. Form VLPA) or  Other \_\_\_\_\_, on property known as \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, on property known as \_\_\_\_\_ ("Property"),

between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller").

**A. BUYER REMOVAL OF BUYER CONTINGENCIES:** Buyer removes those contingencies specified below. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller (such as C.A.R Form RR), as applicable, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations and review of reports and other applicable information and disclosures; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and, expense, **if any**, for Repairs, corrections, or for the inability to obtain financing.

**1. ONLY the following individually checked Buyer contingencies are removed:**

- A.  Loan (Paragraph 3H) (NOTE: Removing the loan contingency also removes the appraisal contingency unless the appraisal contingency is separately selected in the Agreement.)
- B.  Appraisal (Paragraph 3I)
- C.  Reports/Disclosures (Paragraphs 4 and 6)
- D.  Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 7B)
- E.  Buyer's Investigation, including insurability (Paragraph 10)
- F.  Title: Preliminary Report (Paragraph 12)
- G.  Sale of Buyer's Property (Paragraph 13)
- H.  \_\_\_\_\_
- I.  \_\_\_\_\_
- J.  \_\_\_\_\_

**OR 2.  ALL Buyer contingencies are removed, EXCEPT:**  Loan Contingency (Paragraph 3H);  Appraisal Contingency (Paragraph 3I); (NOTE: Unless separately selected in the Agreement, the appraisal contingency is removed when the loan contingency is removed);  Contingency for the Sale of Buyer's Property (C.A.R. Form COP) (Paragraph 13);  Condominium/Planned Development (HOA) Disclosures (Paragraph 7B);  Other \_\_\_\_\_

**3.  BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.**

**NOTE:** Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

**Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

**B. SELLER REMOVAL OF SELLER CONTINGENCIES:** Seller hereby removes the following Seller contingencies:  Contingency for Seller's purchase of replacement property (C.A.R. Form COP);  Other \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

(\_\_\_/\_\_\_) (Initials) **CONFIRMATION OF RECEIPT:** A copy of this signed Contingency Removal was personally received by  Buyer  Seller or authorized agent on \_\_\_\_\_ (date), at \_\_\_\_\_  AM/  PM.

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

