

RR226 – Document Receipt and Approval Comments from Membership
February - March 2017

1.		Unfortunately, this is not about the document receipt... It is about the listing agreement. The protection period needs to have a maximum number of days. When John Riley was in Hawaii teaching CE he believed that 30 days was maximum. We are now seeing protection periods of 180- 365 days. That is extreme. I would like to see the listing agreement on the protection period say maximum 60 days.
2.		I think there is a similar issue with the counter offer. My client could initial but not sign.
3.		It's better. I like the clarifications.
4.		Thank you Rental application draft is thoroughly done
5.		Form looks good-no changes
6.		Good job!
7.		Keep with the clean version
8.		The changes are good to make this form more clear and useful. Had been using our own but will probably switch over now.
9.		Thank you for all your hard work. Unfortunately having used rental applications for over 30 years, I find your form unnecessarily waaay too long. I can get all the information I need on a 1 page application.
10.		This receipt includes a broad range of documents concerning contingencies that may not be received or approved at the same time.
11.		Necessary Changes-Thank you for making the adjustments.
12.		Thank you for all of your hard work on all of our document changes past and present!!
13.		I love the idea that there would be a 'Zip' form for Receipt of Docs and Approval. I do not see the separation in the sample. There has to be something in each category of documents to say Receipt and separate for Approval. As per our PC they are always separated by a 'time' limit. IDK maybe I am missing something.
14.		I think it's a problem to lump everything together on one form because of the differences in the timeframes. Property inspections and condo docs are done usually in the first 14 days of a transaction and it would be nice to have those items cleared as they are completed. The survey and particularly the TIR are done later in the transaction. I don't want to wait until everything has been done and all reports have been given to the buyer to get the condo docs and property inspection contingencies removed.
15.		I think there should be a Receipt of Purchase Contract sign off, especially when not accepted or countered, for the Seller to acknowledge that they have seen the offer come in. I had this conversation with one of my agents yesterday who was wondering if his client's all cash, full price offer was even presented to the seller.
16.		Have you considered two separate receipts? One for the docs in the upper section and one for the docs in the lower section? Rarely are they sent all together and it makes more sense to have a receipt and approval line on the same page as the document checklist. Thanks.
17.		See if this can be on one page
18.		It would be helpful to reference the contingency, e.g., M-1, G-2 next to the line item.
19.		Too imposing. Too much legalese, will scare off applicants. 3 pages? Condense to one. I think a two-stage application process might be better. The first page, a one-pager could contain basic information--who's going to live there,pets, past landlords, permission to check credit and other sources. Then, if the applicant passes that first step, a more detailed (maybe another page) could go into more detail. Keep it simple.
20.		There should be a place for the providing agent (if he/she completes the receipt) to enter the date of delivery of the documents to the Buyer/Buyer's

		Agent, because a receipt is often not signed and provided in a timely manner, and some people assume that the beginning of the review period can be delayed until then.
21.		Where is any mention of form RR105 that goes with all the HOA/AOAO docs?
22.		<p>The form gives the buyer the overriding impression that if they don't sign acceptance they will not have approved of the contingency release. This is in direct opposition to the current intent of the Purchase Contract language. For this form to conform to the practices in the existing Purchase Contract what is needed is a disapproval block instead of an approval block. The form as proposed creates a brand new albeit unenforceable obligation on the part of the purchaser and a new standard of practice for the listing agent that runs contrary to the intent of the language contained in the Purchase Contract. Further, in a consumer complaint to RICO, they are likely to hold the PB to this higher standard, which will lead to additional charges of "failing to supervise" if a signed acceptance is not in the file. RICO is likely to disregard excuses regarding the difficulty of forcing agents to obtain signatures when the contract does not require them. Without the hammer of a contractual requirement we are setting ourselves up for RICO allegations that our agent failed in their fiduciary duties since the agent failed to make use of a "Standard Form" that would have protected their client. The reactionary response by PB to avoid RICO confrontations will be to withhold releasing commissions to the agent until receipts are on file. And yet, there is no obligation for the buyer or buyer's agent to supply these receipts to the listing agent who will need them for their RICO defense.</p> <p>Finally, when the client testifies that they never signed off on the standard form that was handed to them for "acceptance" and therefore they believed they would still be able to cancel and get their money back, there will now be a serious argument about being misled by the buyer's agent and an HAR form. That all being said, I would be the first to support this form IF the Purchase Contract were changed to make signing an acceptance or release form a Purchase Contract obligation for the transaction to move forward. The default action of proceeding or cancelling the transaction is usually a heavily debated issue when discussing the PC language in committee as well as during public comments.</p> <p>For the moment I would propose the following workaround. First the form should note the specific dates for right to cancel for each of the documents and then add a Rejection Block at the bottom. After the Rejection box, change the Approval Box to Read "Waiver of right of Rejection" with an additional notation in Bold stating " Failure to Reject by the deadline or not signing the Waiver or right to reject is still deemed full acceptance under the terms of the Purchase Contract. Finally the title for the document could be changed to "Document Receipt / Rejection / Waiver".</p>
23.		Sometimes, the docs get "revised" or "added" after the packet was issued, but before or near the closing date. I wonder if it would be helpful to have verbage that states: the docs were issued by the condo at xx-xx-xxxx date and closing is on yy-yy-yyyy date. Because in that time, there could be an announcement about the maintenance fee going up or something like this.
24.		There should be a Document "Reject" area for buyer to sign, agreeing to return all documents. Not all Docs are Accepted by buyers.
25.		<p>Attempting to see if this can be a one pager...</p> <p>reduce the Property Reference to one line. Address rarely will take a long line as it is. OR relook at the TMK line...only two or three digits needed for completion.</p> <p>A check list could include more in two columns when a check is sufficient to comply. I see several that could be accommodated in a double column...hence reducing the number of lines provided.</p> <p>Space used can be shortened.</p> <p>Receipt on second page. Check redundancy..</p> <p>Saying this, I understand and recognize that our industry peoples so not read, nor do they remember or many times pay attention and we continue to try to</p>

		<p>make them the professionals we want them to be. This is no different than in other areas of teaching. It sometimes takes repetition before anything can be comprehended. I applaud your effort. Just trying to reduce the number of pages to be more compact and complete so the pages do not get misplaced since we rarely print back to back!</p>
26.		<p>In the case where there are both a community association AND a homeowner's association, do we use two Doc Receipt forms, or should we have separate lines for each. In the event the docs are received and approved at different times, do we submit two forms, or hold the receipt form until approved?</p>
27.		<p>The items should be numbered for reference (NOT in bullet format). Then for example you could send this as an email "#1 is missing 2015" as written you would have to say "The approved minutes of the last three board meetings is missing 2015." Additionally if these items needed to be addressed further in an addendum numbering the items would be useful. Thank you</p>
28.		<p>Per M-1: If within the review period buyer may elect to terminate the contract. So, why does buyer need to "approve" the docs? Buyer has a review period and acknowledges the docs but I don't think it should be forced to "approve" them. Just my thoughts.</p>
29.		<p>Should consideration be given to the delivery type of the document...electronic file type or paper file type?</p>
30.	Page 1	<p>I think at the top of the Document Receipt section it needs to state that some documents may have been provided by outside sources to which the brokerage has no control over the completeness of the documents. There is a liability in having clients sign off a form that many will interpret we have control of the contents of what they receive. That is not to waive professionalism of the brokerage to check which documents were received but to the extent for example that an RR105c is filled out we have no control.</p>
31.	Page 1, after Property Reference or Address Line	<p>I'd like a blank at the top of the page, perhaps after the Property Address, for the name of the Association. This is for properties that are subject to more than one Association. For example, AOA for the building and a second Community Association.</p>
32.	Page 1, after TMK Line	<p>Include names of Seller & Buyer at the top where contract information is collected.</p>
33.	Page 1 Condo/Cooperative Section	<p>Please consider replacing a couple "other" options with either or both of these two categories: "Permit Packet" and "Condominium Map" (to confirm parking stall #'s)</p>
34.	Page 1, above Approved Minutes of the last three (3) Board of Directors Meetings	<p>Great improvement - Thanks. One addition, in some cases there are multiple associations that we need to provide documents for. For example, when there is a private water company, both the HOA and the water company have documents. It would be great if there was a place to include the name of the association that documents are related to. I would put it after the bold text and right above Approved Minutes of Last 3 Board Meetings. Thank you.</p>
35.	Page 1, 5 th item	<p>CCRs and DPPs are plural not possessive.</p>
36.	Page 1, Reports and Other Documents Sections	<p>Under Other Receipts Section, I believe the Property Inspection Report does not belong....it is a document produced by the buyer (received from the property inspector) so a receipt from the buyer does not apply. I would rather want to see the Receipt for approval by buyer of the J-1 Repairs. Thank you.</p>
37.	Page 1, Reports and Other Documents Sections	<p>Before "Fill in dates and Document details." Insert "Check all that apply or insert NA if not applicable." Just a suggestion. Thank you for listening.</p>
38.	Page 1, Reports and Other Documents Sections	<p>Under Other would we add in if Tenant left without paying utilities, and will that reflect on the owner or the new tenant?</p>
39.	Page 1, Reports and Other Documents Sections	<p>? why does one have to give a copy of the Property Management Agreement? I am glad the other Docs that don't change (or very often if it is amended are not required... can we use the latest updated ones if required by lenders?</p>
40.	Page 1, Other lines	<p>Great form---but hate the second page just for signature. Recommend taking out the 3rd "Other" line,</p>

41.	Page 1, Other lines	It looks like if you eliminated all the "other" lines you could fit everything on one page including signatures. I'm assuming that the RR105C is the Property Information Form...why not call it what it is? Thanks.
42.	Page 1 Footer	Bottom Right hand of p. 1 should say Seller instead of buyer
43.	Page 2	2nd page should have a section to reference the property address, etc.
44.	Page 2, Paragraph under Receipt	The return of the documents if the transaction is cancelled is okay but majority of us do it by electronic means. Can the verbiage include something to the effect that it needs to be returned only if received in hard copy.
45.	Page 2, Paragraph under Receipt	return of documents if transaction is terminated: Should refer to last sentence of paragraph in M-1 there is a specified no. of days specified instead of in a timely manner which is nebulous. Appreciate the time and effort this committee commits to get this done. Thank you!
46.	Page 2, Approval	Very good form, it seems to cover the items well. I like the approval at the bottom.. will that serve as a contingency removal or will the removal form still be advisable?
47.	Page 2, Paragraph under Approval	Probably the most manini correction ever: Please insert a forward slash between "and or" in the final approval paragraph. BEAUTIFUL revision!!
48.	Page 2, Paragraph under Approval	Should consideration be given to the delivery type of the document...electronic file type or paper file type?
49.	Page 2, Paragraph under Approval	Change the approval section -Make check box so buyer can choose approval or disapproval with termination language.
50.	Page 2, Paragraph under Approval	i don't know why you would imply that they have to sign in writing that they approve when this contingency waives on its own if they don't object... seems misleading to me for the buyers
51.	Page 2, Paragraph under Approval	the approval section just references documents, whereas the form could be used for J-1 if it were to state that the buyer has received information/documents and has conducted their review of the public record and or reports from professionals/representatives of their choosing, and hereby approves the information and waives the contingency as set forth in the referenced paragraph
52.	Page 2, Acknowledgement Verbiage	and incorporate the Acknowledgement language on Page 2 to eliminate it. Will be problematic and not in keeping with HAR's Paperword Reduction Act (I know, I know...we don't have one).
53.	Page 2, Signature Lines under Approval	The extra lines will help greatly! For uniformity, I would add "/Buyer's Representative's" to the Buyer's signature line for the Document Approval, as it is written that way for the initials and Receipt portion.
54.	Page 2, Signature Lines under Approval	Per M-1: If within the review period buyer may elect to terminate the contract. So, why does buyer need to "approve" the docs? Buyer has a review period and acknowledges the docs but I don't think it should be forced to "approve" them. Just my thoughts.
55.	Page 2, Signature Lines	nice form. Only suggestion: signature line should just read SIGNATURE. That way we can use the form for Seller to sign (example Term H-1a)
56.	Page 2, Signature Lines	Since there is room provide for 4 Buyer signatures. If attorneys actually sign this for they may need more room to sign as John Smith for Alice Gray Living Trust - etc.