

Blank Amendment

For use during 5/20/21 SFC meeting ATTACHMENT D

Comments from membership: April – May 2021

1.		<p>I think it should be kept to one page or if it has to be 2 pages put more pertinent info on the second page than just the small print verbiage. It will be left out more often than not. If you are keeping it with 2 pages make sure the page numbers are correct--you cannot have 2 page 1 of 1 in the same document. The To the ____ Date ____ should all be on one line and not on two lines.</p>
2.		<p>Need more space for wiring contingencies</p> <p>Why 3 signatures for Buyer/Seller</p>
3.		<p>can you please clarify what the "dated" references at the top - the date of the doc you are adding to or the date of the addendum drafting? (though both will likely be the reference date making the reference date further down on the form redundant).</p> <p>Sometimes the amendment is used to amend the sellers disclosure in which case the pre-printed language doesn't really work – have you considered having an amendment specific to the SRPD?</p>
4.		<p>Don't like the idea of this form, as it will get really confusing for agents sorting through the Addendums vs. the Amendments. I think it will create more problems than it solves! I would vote to scrap it.</p>
5.		<p>I would highly recommend changing the sentence so that it reads: The undersigned parties hereby agree to AMEND the following terms & conditions..." (Agents tend to use these two forms incorrectly quite frequently. :)</p>
6.		<p>1. Add an 'okina in "Hawaii" in the title below "To the ____ dated ____" to keep the spelling consistent throughout the form.</p> <p>2. Add a comma before "which may be used only by real estate licensees who are members of NAR..."</p> <p>3. Please consider removing the requirement for broker signatures prior to submission. Most of us are professional REALTORS who have gone through extensive training. If any of us need help preparing an addendum/amendment, we would contact our brokers for additional training prior to writing a contract.</p> <p>4. Remove "Reference" and just keep "Property Address." 5. In AZ, we do distinguish which party originated the form (i.e. buyer or seller) at the top of the page. 6. Below the signature line, it would be helpful to know who each party is (e.g. check marks to indicate, buyer/tenant or seller/landlord). 7. Perhaps rephrase with "The undersigned parties hereby agree to include the following terms and conditions as part of the Contract for the above property." 8. Combine sentences at the bottom: "An effort has been made to put this agreement into plain language, but there is no promise that it is in plain language." 9. Add an 'okina in "Hawaii" at the bottom of the page.</p>
7.		<p>After the initial intro "Reviewed by etc". I propose the following paragraph.</p> <p>The undersigned parties hereby agree to clarify/change parts of the existing contract referenced above and hereby agree to the following changes. (Please number 1, 2,3)</p>

8.		<p>Wouldn't a better wording be:</p> <p>The undersigned parties hereby agree to amend the following terms and conditions of the _____(Purchase Contract or whatever) as follows...</p> <p>But in my opinion, just leave it as is. Why do you have to add this verbiage? It won't fit every scenario. Sometimes it's just a statement and not a change to terms and conditions.</p>
9.		<p>We need more than 5 of these in the forms library on zipforms. I have a deal that has 18 amendments already.</p>
10.		<p>All in favor</p>
11.		<p>It's good</p>
12.		<p>this addendum is fine anything is better than the old addendum</p>