

NON-PERFORMANCE NOTICE

Version 20260730

Preamble

1 This Non-Performance Notice ("Notice") is issued pursuant to the Purchase Contract dated _____
2 ("Contract") between _____ ("Buyer") and
3 _____ ("Seller"), concerning the Property
4 located at _____ ("Property").

Notice

5 This Non-Performance Notice is originated by the:

6 ☐ Buyer ("Issuing Party")

7 ☐ Seller ("Issuing Party")

8 The other party is the "Receiving Party".

9 Pursuant to the Contract, the Issuing Party delivers notice to the Receiving Party of the following non-compliance
10 with the Contract:

11 Common Seller Defaults

12 ☐ **RSDN/VLDN:** Seller has failed to timely deliver the fully completed and signed Residential Seller's Disclosure
13 Notice/Vacant Land Disclosure Notice.

14 ☐ **Insurance (CLUE) Report:** Seller has failed to timely deliver the insurance loss history report (CLUE).

15 ☐ **HOA Information:** Seller has failed to timely deliver the HOA information as required by the Homeowners
16 Association Addendum.

17 ☐ **Repairs:** Seller has failed to timely complete the agreed-upon corrections and/or has failed to timely deliver paid
18 receipts for said corrections.

18 Common Buyer Defaults

19 ☐ **Earnest Money:** Buyer has failed to timely deposit the Earnest Money with the Escrow Company. This is a
20 monetary default.

21 ☐ **Verification of Funds:** Buyer has failed to timely deliver verification of readily available funds to close escrow.
22 This is a monetary default.

23 ☐ **Lender/Funding Delays:** Buyer has failed to deliver sufficient funds to close escrow by the COE Date. This is a
24 monetary default.

25 Other

26 ☐ _____
27 _____
28 _____

Issuing Party Initials _____

29 If the non-compliance specified above is not remedied within the applicable cure period provided in the Contract
30 after delivery of this Notice, such failure shall constitute a breach of Contract. For clarity, the Contract generally
31 provides a **3 day** cure period for non-monetary defaults and a **1 day** cure period for monetary defaults, as defined
32 in the Contract.

Issuing Party Signatures

33 _____
Issuing Party Signature Date Issuing Party Signature Date

34 _____
Issuing Party Signature Date Issuing Party Signature Date