

## DECLARATION OF ACCEPTANCE

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1 **PROPERTY ADDRESS:**

2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

5 All warranties and statements, expressed or implied, as to Property condition, financing terms, and all representations of all parties,  
6 including Seller, Buyer and all brokers, contained or associated with this Contract for Sale and Purchase of Real Estate with an  
7 offer date of \_\_\_\_\_, and signed by the undersigned Buyers and Sellers have been complied with to  
8 our satisfaction.

9 We, the undersigned, do hereby declare that without any reservations we hereby accept the Property as to the condition of the  
10 house, other improvements, fixtures and equipment, decoration, suitability and readiness for use as our home, as well as financing  
11 terms, and all other representations of Buyer(s), Seller(s) and all brokers and any other statements or representations contained in  
12 the Contract or any addendum thereof. We understand that, with the acceptance of the Deed, and except for misrepresentation or  
13 fraud, Seller(s) will have no further responsibility or liability for any repairs to the Property. Buyer(s) and Seller(s) hold harmless  
14 all brokers for any representations, expressed or implied, in the aforementioned Contract or in any other form not thus merged in  
15 the Deed.

16 We do further declare that the consideration paid is acceptable to us, and that we understand that market conditions change, and  
17 that property values therefore change. We, therefore, release Seller(s), Sellers(s)' agents, Buyer(s), Buyer(s)' agents and all Brokers  
18 in this transaction from any responsibility whatsoever resulting from changes in market conditions.

19 The foregoing notwithstanding, nothing herein shall operate to void or negate any warranties made by a builder of new  
20 construction or those arising under Mississippi law applicable to new construction.

21 \_\_\_\_\_  
22 BUYER

\_\_\_\_\_  
SELLER

23 \_\_\_\_\_  
24 BUYER

\_\_\_\_\_  
SELLER

25 \_\_\_\_\_  
26 DATE

\_\_\_\_\_  
DATE

*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.*