

## More About Home Warranties

A homeowner's warranty, purchased by the Seller for the Buyer, (approx. \$300-450, with many different companies to choose from), put into effect immediately after the Buyer's home inspection, is the best protection the Seller and Buyer have against most major and many minor repairs that occur after the Buyer's home inspection, up through the closing date.

The Seller, continuing to maintain the home, is covered by the home warranty if the home systems covered in the warranty become faulty or fail. The Seller's obligation is to keep the property in the same condition (or better) as of the day of home inspection. If a claim needs to be made, the Seller only pays a deductible for the repair or replacement.

Then, at closing, the warranty goes into effect for the Buyer from the closing date for one full year. Always read the "fine print" in a home warranty to determine exactly what items are specifically covered.



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**"Seller's Choice...  
Buyer's Voice"**

**Listing and Home Warranty  
Program**

Brought to you by:  
Berni Nash - ABR, e-Pro

Lifetime Member of the Realtors'  
Awards of Excellence,  
Rule 10 Mediator of Tennessee,  
Accredited Buyer's Broker,  
Internet Marketing Certified,  
Full-time Listing Agent

## “Seller’s Choice/Buyer’s Voice”

### Listing and Home Warranty Program

Since 1985, helping Buyers and Sellers negotiate the sale and/or purchase of their homes, I’ve discovered a few things about the *dreaded* “requested repairs”!

Buyers and their home inspectors ALWAYS find repairs that they believe need to be done to the property to be fully acceptable to them.

Sellers NEVER like being asked to schedule and pay for repairs to a home they’ve lived in (& probably lived in perfectly well the way it is, thank you very much!)

Buyers ALWAYS expect the Seller to complete repairs a “certain way” - the Buyer’s way. Sellers NEVER make repairs to the Buyer’s complete satisfaction.

Buyers often find that AFTER closing the repairs made by the Sellers present certain “new” problems.

Sellers don’t feel obligated to the Buyer after closing.

As you can see, a “meeting of the minds” in regards to repairs between Buyers and Sellers is usually hard to achieve!

That’s why the “Seller’s Choice Buyer’s Voice” Listing and Home Warranty Program presents a hassle-free way of giving both parties what they really want! For the Sellers—no hassle! For the Buyers—control over their home!

## TURNING “AS IS” into “A-Plus”

The “Seller’s Choice Buyer’s Voice” Listing and Home Warranty Program encourages Sellers to have their home inspected *before* they list it. Discovering any major repairs or faulty systems and fixing them before a Buyer discovers them, helps Buyers accept the phrase “as is”.

Oooooooo! That awful phrase— “as is” sounds so limiting, doesn’t it? But that’s not what the program is designed to do.

The “Seller’s Choice Buyer’s Voice” Listing and Home Warranty Program doesn’t limit the Buyer at all! With the “Seller’s Choice Buyer’s Voice” Listing Program, the Buyers are required to have a home inspection by a home inspector or other qualified licensed contractor before they commit to move ahead with the purchase.

After a home inspection, the Buyers know what repairs, if any, will need to be done to their home once they move in. And, they may “voice” their right to choose not to buy the house if there is something of major concern to them.

The “Seller’s Choice Buyer’s Voice” Listing Home Warranty Program simply says that the Seller chooses NOT to be involved with making repairs to the home they are LEAVING, FOR someone who will live in the house AFTER the closing.

With workmanship and quality being a very subjective thing, this program attempts to give the Buyer the “voice” as to WHO does the repairs and HOW they do them! Handymen hired by Sellers to complete repairs BEFORE a closing are often long gone AFTER closing. If the Buyer is not happy with the work AFTER the closing, time and money have been wasted.

The “Sellers Choice Buyer’s Voice” Listing and Home Warranty Program helps everyone involved avoid the misuse of time, money and energy and gives the Buyer control over how “their” home will be cared for, from the day they take possession!

With the “Seller’s Choice Buyer’s Voice” Listing and Home Warranty Program, the Buyers know, up front, that when negotiating with the Seller they should take into account that the Seller will not be offering to

make any repairs found in the Buyer’s home inspection.

**That does not take away the Buyers’ right to:**

1. negotiate the sales price, in the first place, based on “no repairs” from the Seller.
2. re-negotiate the sales price after the home inspection if repairs seem too costly to justify the originally agreed-upon sales price (**remember, however, the Seller is not obligated to re-negotiate the sales price unless they agree to, but if they don’t, the Buyers may**)...
3. terminate the contract, if Buyer is unhappy with the needed repairs
4. move forward to closing satisfied that the repairs needed to be done are in line with the already agreed-upon sales price

(THIS IS USUALLY THE CASE, AS MOST HOME INSPECTIONS ONLY REVEAL SMALL MAINTENANCE ISSUES).

**The “Seller’s Choice  
Buyer’s Voice” Listing and  
Home Warranty Program  
strives to be clear-cut, honest,  
and fair to both parties!**

