

PURCHASE AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

1 **DATE:** _____

2 **GOVERNING LAW:** This Purchase Agreement shall be governed by, construed, and interpreted in accordance with the
3 laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which
4 the majority of the Property is located.

5 **SELLER(s):** _____, and

6 **BUYER(s):** _____, agree that Seller(s)
7 shall sell, and Buyer(s) shall buy the following described real property ("Property") pursuant to the terms and conditions
8 of this Purchase Agreement and any Addendum(s), Counteroffer(s), Amendment(s), and Exhibit(s), all of which shall
9 constitute the entire Purchase Agreement between Seller(s) and Buyer(s) and supersedes any other written agreements
10 between Seller(s) and Buyer(s). This Purchase Agreement can **ONLY** be modified in writing by a Counteroffer(s),
11 Addendum(s), or Amendment(s) attached and signed by **BOTH** Seller(s) and Buyer(s).

12 **PROPERTY DESCRIPTION:**

13 MLS Listing Number: _____

14 Street Address: _____

15 City: _____ State: _____ Zip Code: _____ County: _____

16 The legal description for the Property is _____

17 _____

18 _____

19 _____

20 **PURCHASE PRICE:** (U.S. Currency)

21 Seller(s) has on this day agreed to sell the above listed Property, to Buyer(s) for the purchase price of
22 _____ Dollars \$ _____,

23 which Buyer(s) agrees to pay in the following manner:

24 **Cash**

25 If cash, Buyer(s) to provide validated proof of funds by _____, _____, or is attached.

26 **Contingent Upon Financing**

27 If financing, Buyer(s) shall provide a preliminary loan commitment letter from the Lender by _____,
28 _____, or is attached.

29 Please Note: A preliminary loan commitment letter does not indicate final loan approval.

30 **EARNEST MONEY:** (U.S. Currency)

31 The sum of _____ Dollars (\$ _____) from Buyer(s) by
32 (Check one): **Check** **Cash** **EFT/ACH** as earnest money to be received on or before _____
33 and to be deposited into the trust account of

34 (Check one): **Listing Broker** **Buyer Broker** or **Other** _____.

35 If applicable, Buyer(s) agrees to pay additional earnest money of \$ _____ due on _____, _____.

36 Seller(s) has the right to terminate this Purchase Agreement if earnest money is not received as agreed herein.

37 If the Buyer(s) fails to provide the preliminary loan commitment letter, or proof of funds, as applicable, or fails to pay the
38 earnest money, by the designated dates, the Seller(s), at Seller's option, shall have the right to terminate this Purchase
39 Agreement, by written notice delivered after the deadline date set forth on Lines 25, 27-28, 32, or 35. If written notice is
40 given by Seller(s), Buyer(s) agrees within two (2) calendar days of receipt of notice of termination from Seller(s) to sign
41 and deliver to Seller(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to
42 Buyer(s); provided, a refusal by the Buyer(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT
43 shall not limit the effect of the Seller's decision to terminate the Purchase Agreement.

Buyer(s) Initials _____

Seller(s) Initials _____

44 **PLEASE CHECK WHICH TYPE OF FINANCING WILL BE USED:**

45 Conventional FHA VA USDA Contract for Deed

46 Other (Explain) _____

47 **SELLER'S CONTRIBUTION:** (Not to exceed maximum amount allowed by Lender, if applicable.)

48 Seller(s) is contributing _____ to Buyer's costs. Buyer(s) may
49 use it at their discretion towards points, buy-down fees including temporary rate buy-downs, prepaid expenses, or other
50 Buyer's costs as allowable by Lender. This may include any Buyer's obligations referred to in this Purchase Agreement. If
51 Buyer(s) does not use all the above stated Seller's contributions, the excess amount may be applied to a reduction of the
52 loan amount or sales price, if allowed by Lender.

53 **THIS SALE INCLUDES:**

54 The following property, if any, with no additional monetary value, owned by the Seller(s) and used and located on said
55 Property: shed(s), plants, garden bulbs, shrubs, trees; storm windows, storm doors, screens and awnings; window shades,
56 blinds, curtains, traverse curtain and drapery rods; attached lighting fixtures and bulbs; ceiling fans and remotes,
57 plumbing fixtures, water heater, heating systems; built-in air conditioning equipment, electronic air filter, sump pump,
58 attached television antenna, cable TV jacks and wiring, satellite dish and mounts, swing sets, and playsets.

59 BUILT-INS: shelving, trash compactors, dishwashers, garbage disposals, ovens, cooktop stoves, microwave ovens, hood
60 fans, intercoms, wall or ceiling speakers.

61 ATTACHED: shelving, carpeting, mirrors, garage door openers and any controls, smoke detectors, fireplace screens, doors,
62 TV wall mounts, and heating circulating inserts; and the following personal property, with no additional monetary value,
63 and free and clear of all liens and encumbrances: _____
64 _____

65 **THIS SALE EXCLUDES:**

66 The following property: _____
67 _____

68 Fuel tank is: Owned Rented N/A, and if owned is Included Excluded.

69 Fuel remaining at time of closing is included in sale unless otherwise specified.

70 Water softener is: Owned Rented N/A, and if owned is Included Excluded.

71 **SALE OF BUYER'S PROPERTY:** (Check one)

72 This Purchase Agreement is subject to the sale of Buyer's property. If checked, see attached SALE OF BUYER'S
73 PROPERTY CONTINGENCY ADDENDUM.

74 This Purchase Agreement is contingent upon the successful closing of the Buyer's property which is currently under
75 contract and located at:

76 Street Address: _____

77 City: _____ State: _____ Zip Code: _____ County: _____

78 scheduled to close on _____, _____. If Buyer's property does not close by the closing date specified in
79 this Purchase Agreement, the Seller(s), at Seller's option, shall have the right to terminate this Purchase Agreement, by
80 written notice delivered after the date set forth on Line 78. If written notice is given by Seller(s), Buyer(s) agrees, within
81 two (2) calendar days of receipt of notice of termination from Seller(s), to sign and deliver to Seller(s) a CANCELLATION
82 OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by the Buyer(s) to
83 sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the Seller's decision to
84 terminate the Purchase Agreement.

85 Buyer(s) represents that Buyer(s) has the financial ability to perform on this Purchase Agreement without the sale or
86 closing of any property.

87 **CLOSING AND POSSESSION:**

88 Closing is to be on or before _____, _____.

89 Seller(s) shall deliver possession of the Property Immediately following closing or _____
90 _____.

Buyer(s) Initials _____

Seller(s) Initials _____

91 **FINAL WALK THROUGH:** The Buyer(s) has a right to walk through the Property prior to closing and to establish that
 92 the Property is in substantially the same condition as of the date of this Purchase Agreement. If Buyer(s) does not conduct
 93 such walk through, Buyer(s) specifically waives claims arising from any property condition which would have been
 94 reasonably discovered during the walk through and further releases Broker(s) of any liability.

95 **REAL ESTATE TAX AND SPECIAL ASSESSMENT NOTICE:** If Seller(s) has received any such notice regarding any
 96 new improvement project from any assessing authorities prior to closing, Seller(s) must immediately notify Buyer(s) of the
 97 notice. Seller(s) and Buyer(s) may then agree in writing, before the date of closing, to the payment terms of the notified
 98 assessments. In the absence of such an agreement, Buyer(s) shall have the right to terminate this Purchase Agreement,
 99 by written notice delivered to the Seller(s). If such written notice is given, the Seller(s) agrees within two (2) calendar days
 100 of receipt of notice of termination to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with
 101 return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF
 102 PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement. Following
 103 closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for
 104 which payment is not otherwise provided. It is understood future general taxes and special assessments are only estimates.

105 **Buyer(s) should make an independent inquiry regarding taxes and special assessments.**

106 **Buyer(s) should be aware that there may be a tax abatement on this Property which may affect the tax**
 107 **proration.**

108 **No representations have been made concerning the amount of subsequent real estate taxes or special**
 109 **assessments.**

110 **REAL ESTATE TAXES AND ANNUAL INSTALLMENTS OF SPECIAL ASSESSMENTS:** Seller(s) shall pay on the
 111 date of closing all real estate taxes and annual installments of special assessments due and payable in all prior years
 112 including all penalties and interest. The annual real estate taxes and annual installments of special assessments to be
 113 paid for the year of the closing shall be prorated as of the date of closing or _____ between Buyer(s) and Seller(s)
 114 based upon the most current certified tax information available.

115 **REMAINING BALANCE OF SPECIAL ASSESSMENTS:**

116 **Remaining Balance** (Balance unpaid including interest): **Buyer(s)** shall assume remaining balance as of the date of
 117 closing; and any future assessments. **Seller(s)** shall pay remaining balance on the date of closing.

118 **Work In Progress/Pending/Proposed:** If applicable, the Buyer(s) shall assume the remaining balance of work in
 119 progress, pending or proposed.

120 **PRO-RATA ADJUSTMENTS:** All charges for water, sewer, electricity, natural gas, homeowner's
 121 association/condominium dues and rents shall be prorated between the parties as of the closing date.

122 **SIGHT UNSEEN CONDITION:** Buyer(s) intends to purchase Property sight unseen: **Yes** **No** If "Yes," see
 123 attached SIGHT UNSEEN ADDENDUM.

124 **INSPECTIONS AND INVESTIGATIONS:** Buyer(s) is advised by Broker(s)/Agent(s) to obtain inspections and
 125 investigations as allowed in the Contingencies section. Buyer(s) acknowledges that Buyer(s) should make inquiries and
 126 consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning
 127 the use of the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for
 128 evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s)
 129 harmless from all liability, claims, demands, damages, and costs, and shall be responsible for repair of all damages arising
 130 from the inspections. The Inspection Period is the Buyer's sole opportunity to discover any existing defects prior to Closing.
 131 Buyer(s) waives any claim for an item warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the
 132 Inspection Period and does not notify the Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and
 133 indemnifies Broker(s) from any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide
 134 Seller(s) and Broker(s) upon receipt, at no cost, copies of referenced reports, if any, concerning the Property obtained by
 135 Buyer(s).

136 All inspections and/or tests shall be done by inspector(s) or tester(s) of Buyer's choice, at Buyer's sole expense. Inspector(s)
 137 or tester(s) should be qualified to do the inspections and/or tests. If a home inspector is used in North Dakota, the home
 138 inspector must be licensed through the State of North Dakota. The qualifications of other inspector(s) or tester(s) must be
 139 evidenced by any applicable license or professional designation. Buyer(s) shall not have the right to do intrusive testing
 140 without the prior written authorization of Seller(s). For purposes of this form, "intrusive testing" shall mean any testing,
 141 inspection or investigation that changes the Property from its original condition or otherwise damages the Property.
 142 Inspections and/or tests may include but are not limited to the following: electrical system, plumbing system, central
 143 cooling system, central heating system, ceilings, floors, basement, foundation, walls, windows, exterior, roof, radon, mold,
 144 and asbestos.

145 Seller(s) will provide access to attic(s) and crawlspace(s).

Buyer(s) Initials _____

Seller(s) Initials _____

146 **CONTINGENCIES:**

147 The enforceability of this Purchase Agreement is subject to the satisfaction of all those contingencies which are initialed
148 below by both parties.

149 If notice of termination as hereafter provided is delivered by 11:59 PM on _____, or on a date
150 which is specifically referenced in Paragraphs 1 through 16 below, ("Alternative Completion Date"), then this Purchase
151 Agreement shall terminate, and the Buyer(s) shall receive a full refund of the earnest money. If a party has the right to
152 give notice of termination and fails to give timely notice regarding a contingency, that contingency is waived. However, if
153 Seller(s) is obligated to provide documents to Buyer(s), the contingency completion date for that contingency shall be
154 extended so that Buyer(s) has a minimum of 72 hours following receipt of all such documents within which to deliver notice
155 of termination.

156 INITIAL ALL APPLICABLE CONTINGENCIES AND, IF THE BUYER(S) CAN COMPLETE THE CONTINGENCY OR
157 GIVE NOTICE OF TERMINATION BY AN ALTERNATIVE COMPLETION DATE OTHER THAN THE DATE SET
158 FORTH ABOVE, INSERT THE APPROPRIATE DATE. (If no date is inserted, refer to Line 149.)

159 **CONTINGENCIES:**

Buyers(s) and Seller(s) Must Initial All Applicable Contingencies	Buyer(s) Initials	Seller(s) Initials	Alternative Completion Date
1. Seller's Property Disclosure: Seller(s) to provide Buyer(s) with a SELLER'S PROPERTY DISCLOSURE. If Buyer(s) does not approve the SELLER'S PROPERTY DISCLOSURE, Buyer(s) has the option to terminate this Purchase Agreement.			
2. Inspections: Buyer(s) to complete such inspections, as may be desired by Buyer(s). Seller(s) agrees to make Property available for inspections and, at Seller's expense, to have all utilities on, including any propane, at the time of inspections; however, if this box is checked <input type="checkbox"/> , utilities can be turned off. If Buyer(s) does not approve the results of the inspections, Buyer(s) has the option to terminate this Purchase Agreement.			
3. Water Quality Test: <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) shall obtain a water quality test, and the cost of the test shall be paid by the <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) <input type="checkbox"/> Split equally. If Buyer(s) does not approve the results of the water quality test, Buyer(s) has the option to terminate this Purchase Agreement.			
4. Septic System/Sewer Inspections: <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) shall pay to have a Septic System/Sewer inspection performed. For the inspections to be performed, <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) shall pay to have the septic tank pumped. If Buyer(s) does not approve the results of the septic system/sewer inspections, Buyer(s) has the option to terminate this Purchase Agreement.			
5. Soil Tests: Buyer(s) to obtain soil tests and percolation tests at <input type="checkbox"/> Buyer(s) expense <input type="checkbox"/> Seller(s) expense. If Buyer(s) does not approve the test results, Buyer(s) has the option to terminate this Purchase Agreement.			
6. Lead-Based Paint Disclosure: Seller(s) to provide LEAD-BASED PAINT DISCLOSURE (for properties built prior to 1978 only). If Buyer(s) does not approve LEAD-BASED PAINT DISCLOSURE, Buyer(s) has the option to terminate this Purchase Agreement.			
7. Claims Loss History: Seller(s) shall provide an insurance claims loss history report to Buyer(s). (Note: There are several kinds of such reports; one example is a CLUE report.) If Buyer(s) does not approve claims loss history report, Buyer(s) has the option to terminate this Purchase Agreement.			
8. Insurance Adjuster's Report: Seller(s) to provide copies of any insurance adjuster's reports for the previous ____ years. If Buyer(s) does not approve insurance adjuster's reports, Buyer(s) has the option to terminate this Purchase Agreement.			
9. Flood Plain: Buyer(s) to obtain flood plain verification. If Buyer(s) does not approve the results of the flood plain verification, Buyer(s) has the option to terminate this Purchase Agreement.			

Buyer(s) Initials _____

Seller(s) Initials _____

Buyers(s) and Seller(s) Must Initial All Applicable Contingencies	Buyer(s) Initials	Seller(s) Initials	Alternative Completion Date
10. Homeowner's Association/Condo Documents: Seller(s) to provide current copies of the Homeowner's Association/Condo by-laws and amendments, regulations, most recent financial statement, and minutes of the last two meetings. If Buyer(s) does not approve these documents, Buyer(s) has the option to terminate this Purchase Agreement.			
11. Leases: Seller(s) to provide copies of all current leases to Buyer(s). If Buyer(s) does not approve the leases, Buyer(s) has the option to terminate this Purchase Agreement.			
12. Registered Sex Offenders: MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office or access the Attorney General's website at http://www.sexoffender.nd.gov/. Buyer(s) to investigate the possibility of the presence of registered sex offenders in the vicinity of the Property. If Buyer(s) does not approve the findings regarding registered sex offenders, Buyer(s) has the option to terminate this Purchase Agreement.			
13. Restrictions and Covenants: Buyer(s) to review any government and/or private use restrictions and restrictive covenants. If Buyer(s) does not approve the use restrictions or covenants, Buyer(s) has the option to terminate this Purchase Agreement.			
14. Manufactured Home Park: Buyer(s) to give notice to Seller(s) that approval has been obtained from manufactured home park for Buyer(s) to reside in the manufactured home in its existing location. If Buyer(s) fails to timely provide notice of such approval, either party has the option to terminate this Purchase Agreement.			
15. Survey: Buyer(s) to obtain a survey of the Property, conducted at <input type="checkbox"/> Buyer's expense <input type="checkbox"/> Seller's expense <input type="checkbox"/> Split equally. If Buyer(s) does not approve the results of the survey, Buyer(s) has the option to terminate this Purchase Agreement.			
16. Plans and Permits: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer(s) does not obtain or approve said plans and permits, Buyer(s) has the option to terminate this Purchase Agreement.			

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APPRAISAL:

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This Purchase Agreement is is not contingent upon an appraisal.

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If the Purchase Agreement is not contingent upon an appraisal, it is understood an appraisal may still be completed and Buyer(s) will be solely responsible for bringing any cash needed if the value is less than the agreed upon purchase price and/or to cover any appraisal required work order expenses.

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APPRAISAL VALUE: If the Purchase Agreement is contingent upon an appraisal and the Property appraises for less than the purchase price, Buyer(s) shall have the option of (a) proceeding with consummation of the Purchase Agreement without regard to the amount of the appraised valuation; or (b) re-negotiating; or (c) declaring this Purchase Agreement terminated by written notice to Seller(s). If such written notice is given, the Seller(s) agrees, within two (2) calendar days of receipt of notice of termination to sign and deliver to Buyer a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the Buyer's decision to terminate the Purchase Agreement.

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APPRAISAL WORK ORDERS: Nothing in this Purchase Agreement shall be construed as a warranty that Seller(s) will make repairs required by the appraisal work order. Seller(s) shall have the following options: (a) make the necessary repairs; or (b) negotiate the cost of making said repairs with Buyer(s); or (c) refuse to make any repairs. At which time the Buyer(s) shall have the option of declaring this Purchase Agreement terminated by written notice to Seller(s). If such written notice is given, the Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s);

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Buyer(s) Initials _____

Seller(s) Initials _____

178 provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit
179 the effect of the Buyer's decision to terminate the Purchase Agreement.

180 **APPRAISAL RE-INSPECTION:**

181 Re-inspection fee(s), if any, shall be paid by Buyer(s) Seller(s) Buyer(s) and Seller(s) to split fee(s) equally.

182 **HOME PROTECTION PLAN:** The Buyer(s) and/or Seller(s), at their option, may purchase a Home Protection Plan. This
183 is an option, and each plan may vary. Please contact Broker if interested. If no action is taken, it will be assumed that
184 Buyer(s) waive this option. Buyer(s) has been made aware of the availability of home warranty plans. Buyer(s) (Check
185 one): Elects Declines to obtain a home warranty plan.

186 If elects, plan to be paid by (Check one): Buyer(s) Seller(s) at a cost not to exceed \$_____. Plan to
187 be ordered by (Check one): Listing Broker Selling Broker. Broker and/or agent ordering the plan may receive a
188 processing fee for services related to the purchase of a home protection plan.

189 **DEED/MARKETABLE TITLE:**

190 Upon performance by Buyer(s), Seller(s) shall deliver a Warranty Deed Other _____
191 conveying marketable title, subject to:

- 192 (a) Building and zoning laws, ordinances, state and federal regulations;
- 193 (b) Restrictions relating to use or improvement of the Property;
- 194 (c) Prior reservation of any mineral rights;
- 195 (d) Easements of record;
- 196 (e) Minerals: In accordance with North Dakota Century Code, unless specifically excluded, Minerals Transfer
197 with the surface estate, or Seller(s) reserves mineral rights presently owned by Seller(s). Buyer(s)
198 and Seller(s) are advised to seek independent legal counsel, prior to the final acceptance of this Purchase
199 Agreement;
- 200 (f) Rights of Tenants as follows (unless specified, not subject to tenancies): _____
201 _____
202 _____

203 **TITLE AND EXAMINATION:** Seller(s), at Seller's expense, shall furnish an abstract of title certified to a current date,
204 compiled pursuant to the NDLTA Abstracting Standards Manual OR a current ALTA Standard Coverage Owner's title
205 commitment. If, after examination, Seller's title is not insurable or free of defects and cannot be made so by closing,
206 Buyer(s), at Buyer's option, shall have the right to terminate this Purchase Agreement by written notice to Seller(s). If
207 such written notice is given, the Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign
208 and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to
209 Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall
210 not limit the effect of the Buyer's decision to terminate the Purchase Agreement. However, Buyer(s) may waive defects
211 and elect to purchase.

212 Seller(s) to pay Abstracting or Searching Fees.

213 Buyer(s) to pay Attorney's Title Examination Fee and Lender Policy of Title Insurance, as applicable.

214 The Owner's Policy of Title Insurance, when an abstract is not available, shall be paid by Seller(s) Buyer(s)
215 Split equally.

216 Settlement Company Fee is to be divided equally by Seller(s) and Buyer(s) (if using the same Settlement Company) unless
217 not allowed by Lender.

218 **SELLER(s) WARRANTS:**

- 219 (a) that buildings are, or will be, constructed entirely within the boundary lines of the Property;
- 220 (b) there is a right of legal access to the Property;
- 221 (c) that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or
222 regulation for a condition that remains uncorrected;
- 223 (d) that prior to closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools
224 furnished within the 90 days immediately preceding the closing in connection with construction, alteration, or
225 repair of any structure on, or improvement to, the Property;
- 226 (e) if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority
227 as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
228 Buyer(s) immediately.
- 229 (f) to the best of the Seller's knowledge, there are no hazardous substances or underground tanks unless otherwise
230 noted in this Purchase Agreement.

Buyer(s) Initials _____

Seller(s) Initials _____

- 231 (g) Seller(s) warrants that all appliances, heating, air conditioning, wiring and plumbing systems used and located
 232 on the Property will be in working order on the date of closing, except as noted in the SELLER'S PROPERTY
 233 DISCLOSURE.
- 234 (h) Seller(s) warrants that the Property is directly connected to:
 235 City Sewer: Yes No Private (See attached PRIVATE SEWAGE TREATMENT SYSTEM
 236 DISCLOSURE);
 237 City Water: Yes No;
 238 Well: Yes (See attached WELL DISCLOSURE) No;
 239 Rural Water: Yes No. If rural, will membership be transferred? Yes No N/A

240 All Seller(s) warranties in Lines 219-239 shall survive the delivery of the deed or contract for deed.

241 **AGENCY DISCLOSURE:**

242 _____ of _____
 243 Agent Printed Name Brokerage Firm

244 Is representing: Buyer(s) Seller(s) Both Parties Neither Party.

245 _____ of _____
 246 Agent Printed Name Brokerage Firm

247 Is representing: Buyer(s) Seller(s) Both Parties Neither Party.

248 **APPOINTED AGENCY REPRESENTATION:**

249 Appointed Agency does does not apply.

250 **DUAL AGENCY REPRESENTATION:**

251 Does Does not apply in this transaction. If applicable, Broker represents both the Seller(s) and the Buyer(s) of the
 252 Property involved in this transaction, which creates Dual Agency. This means that Broker and Agent(s) owe fiduciary
 253 duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its Agent(s) are
 254 prohibited from advocating exclusively for either party. Broker cannot act as a Dual Agent in this transaction without
 255 consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

- 256 a) Confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
 257 remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
 258 information will be shared.
- 259 b) Broker and its Agent(s) will not represent the interest of either party to the detriment of the other; and
- 260 c) within the limits of Dual Agency, Broker and the Agent(s) will work diligently to facilitate the mechanics of the
 261 sale. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and
 262 instruct Broker and its Agent(s) to act as Dual Agent's in this transaction.

263 _____
 264 Buyer Signature Date Seller Signature Date

265 _____
 266 Buyer Signature Date Seller Signature Date

267 **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for any
 268 reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller(s). If the Property is
 269 destroyed or substantially damaged before the closing date, this Purchase Agreement may be terminated at Buyer's option,
 270 by written notice to Seller(s). If such written notice is given, the Seller(s) agrees, within two (2) calendar days of receipt of
 271 notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of
 272 earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF
 273 PURCHASE AGREEMENT shall not limit the effect of the Buyer's decision to terminate the Purchase Agreement.

274 **HOMEOWNER'S ASSOCIATION:** Is the Property subject to a Homeowner's Association? Yes No If "No," skip to
 275 Line 279.

276 Seller(s) has has not received any notice to be levied against the Property related to work in progress, pending
 277 assessments, proposed assessment projects and or deferred assessments by any Homeowner's Association.

278 Seller(s) agrees that any notices received by the Seller(s) prior to closing will be forwarded to the Buyer(s) immediately.

279 **DEBRIS/PERSONAL PROPERTY:** Unless otherwise agreed to in writing, prior to possession, Seller(s) agrees to remove
 280 all debris and all personal property, not herein included. If Seller(s) fails to remove all debris and all personal property,

Buyer(s) Initials _____ Seller(s) Initials _____

281 then the Buyer(s) shall have the right to remove and dispose of all such remaining property, and the Seller(s) shall be
282 responsible to reimburse the Buyer(s) for all expenses incurred in such removal and disposal.

283 **LINKED DEVICES:** Seller(s) warrants that Seller(s) shall permanently disconnect or discontinue Seller's access or
284 service to any device or system on or serving the Property that is connected or controlled wirelessly, via internet protocol
285 ("IP") to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
286 Agreement.

287 **DEFAULT:** If Seller's title is marketable or insurable and Buyer(s), contrary to this Purchase Agreement, fails, neglects
288 or refuses to complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing
289 date, whichever is later, then, at Seller's option, either the earnest money shall be forfeited to Seller(s) as liquidated
290 damages, since the parties agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and
291 since parties further agree that the amount of liquidated damages is a reasonable attempt to estimate damages which will
292 be suffered by the Seller(s), and this Agreement thereupon shall be of no further binding effect; **OR** Seller(s) may demand
293 and pursue any and all other remedies including but not limited to actual damages or specific performance of this Purchase
294 Agreement.

295 If Seller(s), contrary to this Purchase Agreement, fails, neglects, or refuses to perform as agreed, Buyer(s) may demand
296 and pursue any and all remedies including, but not limited to, specific performance of this Purchase Agreement.

297 If the closing of this Property has not occurred by the designated closing date, then a breach of contract has occurred. The
298 Buyer(s) and Seller(s) shall have the following options to reconcile the breach:

- 299 1) All parties shall sign an amendment with a new agreed upon closing date.
- 300 2) All parties shall sign a CANCELLATION OF PURCHASE AGREEMENT.
- 301 3) Either party shall have the option to give written notice of termination due to the default of the Purchase
302 Agreement and, as applicable, to pursue other available remedies.

303 A claim of either party for specific performance, or the Seller's claim to the earnest money as liquidated damages, shall be
304 waived, unless legal proceedings are commenced within three (3) months after scheduled date of closing or
305 CANCELLATION OF PURCHASE AGREEMENT is delivered. If the Seller(s) does not deliver copies of documents
306 evidencing the Seller's commencement of legal proceedings to claim the earnest money to the Broker or to the entity as
307 referenced in Line 34 who has possession of the earnest money within said three (3) month time period, then that Broker
308 or the entity shall be authorized to return the earnest money to the Buyer(s), free of any claim by Seller(s). Retention of
309 earnest money in any Broker's or entity's trust account pending resolution of the default shall not constitute an election
310 of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to,
311 specific performance.

312 **ADDITIONAL PROVISIONS:**

313 _____

314 _____

315 _____

316 _____

317 _____

318 _____

319 **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits, and any addendums or amendments signed
320 by the parties shall constitute the entire Purchase Agreement between Seller(s) and Buyer(s). There are no verbal or other
321 agreements which modify or affect this Purchase Agreement. This Purchase Agreement can be modified only in writing
322 signed by Seller(s) and Buyer(s). Buyer(s) may not assign this Purchase Agreement without Seller's written consent.

323 This Purchase Agreement is binding on Seller's heirs and assigns. It is understood that the Listing Broker(s)/Listing
324 Agent(s) AND Selling Broker(s)/Selling Agent(s) are acting as agents only in bringing the Buyer(s) and Seller(s) together,
325 that all agreement(s) to be enforced between the parties are set forth in this Purchase Agreement, and that the Broker(s)
326 and Agent(s) are not liable to either party for claimed statements or promises not in the Purchase Agreement or for the
327 performance or non-performance of any term or promise in this Purchase Agreement between the parties.

328 The Seller(s) and Buyer(s) in this transaction acknowledge the Broker(s) and Agent(s) are being retained solely as a real
329 estate Agent(s) and not as an attorney, lender, inspector, or appraiser, or any other professional service provider. Seller(s)
330 and Buyer(s) are advised to seek professional advice concerning any of these additional matters.

331 The parties agree that the electronic signatures of either party on any document relating to this transaction constitutes a
332 valid and binding Agreement.

Buyer(s) Initials _____

Seller(s) Initials _____

333 **CONTINUE TO SHOW:**

334 Seller(s) has the right to continue to offer the Property for sale for backup offers only.

335 **THIS IS A BACKUP OFFER.**

336 **TIME OF ESSENCE:**

337 Time is of the essence in this Purchase Agreement. This means that all completion dates are intended to be strict and
338 absolute.

339 Reference to times in this Purchase Agreement is based on **CT** **MT**.

340 References to "day" or "days" in this Purchase Agreement shall be construed as calendar days.

341 This Purchase Agreement shall remain available for acceptance by Seller(s), on or before _____ at
342 _____ **AM** **PM**, or until revoked by Buyer(s) prior to Seller's acceptance.

343 **FINAL ACCEPTANCE:**

344 To be binding, this Purchase Agreement must be fully executed by both parties and acceptance must be communicated by
345 delivery of fully executed Purchase Agreement.

346 **Buyer(s):**

347 Buyer(s) is entering into this Purchase Agreement with the intent to Wholesale? **Yes** **No** If Yes, see WHOLESALING
348 ADDENDUM.

349 Buyer(s) agrees to purchase the Property for the price, terms, and conditions as set forth above. Buyer(s) has reviewed and
350 understands all pages of this Purchase Agreement.

351 _____
352 Buyer Signature Date Buyer Signature Date

353 **Seller(s):**

354 Seller(s) accepts this Purchase Agreement. Seller(s) has reviewed and understands all pages of this Purchase Agreement.

355 If checked, this Purchase Agreement is subject to attached COUNTEROFFER ADDENDUM.

356 Seller(s) signature authorizes closing agent to obtain applicable mortgage information (i.e., mortgage balance, interest
357 rate, payoff and/or assumption figures, etc.).

358 All Seller(s) must sign.

359 _____
360 Seller Signature Date Seller Signature Date

361 **THIS IS A LEGAL AND BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). BUYER(S) AND SELLER(S)**
362 **HAVE A RIGHT TO SEEK LEGAL AND TAX ADVICE.**

Buyer(s) Initials _____

Seller(s) Initials _____