

LISTING CONTRACT (EXCLUSIVE RIGHT TO SELL)

1 Date: Present moment date 6-01-28

2
3 In consideration of services to be performed by Your name, & SNYDER STRATEGY Realty, Inc.
4 (Broker/Company, hereinafter referred to as "Broker") for _____ ("Seller"),

5 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property
6 known as _____ in _____ Township,
7 _____ County, Indiana
8 (zip code) legally described as: This information can be found on the tax record

9 _____ (the "Property").
10
11 Ex. Begins on or before (nine days after
12 This contract begins on present moment date > 6-10-28, and expires at 11:59 P.M. Six months from the date contract
13 subject to the following terms and conditions: begins

14
15 List Price: \$ _____ Possession: Negotiable
16
17 Seller represents that Seller is is not delinquent on any loans which could constitute a lien on the Property and
18 the total loans affecting the Property do not exceed the list price and costs of sale. Seller is not a party to any
19 bankruptcy proceeding. Also, Seller has the capacity to convey the Property by a general Warranty Deed or by
20 judicial sale, or mortgage foreclosure proceeding? Yes No. Seller is is not a "foreign person" (individual or entity).
21 Seller is is not subject to the Foreign Investment in Real Property Tax Act. See <http://www.irs.gov/publications/p515/index.html>.

22
23 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:
24 Conventional Mortgage Conditional Sales Contract
25 Insured Conventional Mortgage FHA
26 Assumption of Existing Mortgage Balance VA
27 Other _____

28
29 Seller agrees to pay costs associated with financing not to exceed _____
30 Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and
31 affixed thereto, except Be very specific
32 Items of Personal Property included in the sale: Ex.: washer, dryer, stove, dishwasher, microwave, curtains, storage shed
33 Refrigerator, and anything else the seller wants to leave.

34
35
36
37 A. **EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, option, exchange or lease
38 listing, and Broker shall be entitled to the commission hereinafter established which shall be payable upon the occurrence of
39 any of the following events:

- 40 1. at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person
41 during the term of this contract or any renewal or extension thereof,
- 42 2. at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to
43 purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms
44 as Seller may accept,
- 45 3. at the time an agreement is entered into to sell, exchange, option or lease during the term of this contract or any
46 renewal or extension thereof, and ultimately completed after the termination of this contract,
- 47 4. the Property is sold, optioned, leased, or exchanged by Seller or any other person within 90 days
48 after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any
49 cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing
50 Contract terminates and the Property is listed exclusively with another licensed broker, or
51 5. at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the
52 Property.

53
54 Any commission required to be paid under items 1., 3. and 4. above shall be due and payable at the closing of the transaction
55 when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items
56 2. and 5. above shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then
57 Broker shall be entitled to interest at the rate of Leave blank % per annum until commission is paid.

58
59 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the
60 Property will not take place until after the term of this contract, then this contract shall automatically be extended to coincide with
61 the closing date or term of the lease.

62
63 B. **BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to any
64 listing, is solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested recommended or
65 maintained by the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if
66 complete

(Property Address)

67 applicable) or any person not a party to the contract. **SELLER HAS BEEN ADVISED OF BROKER'S COOPERATIVE**
68 **COMPENSATION POLICY, including the amount of compensation that will be offered to cooperating Brokers which**
69 **is 7% _____ % of the selling price.**
70

71 Seller shall pay in cash to Broker for services a total commission as follows:

- 72
- 73 1. 7% % of the selling/exchange price or option selling price, not less than \$ _____
 - 74
 - 75 2. In the event of a purchase option, the Seller agrees to compensate Broker _____ %
 - 76 of the consideration paid for an Option to Purchase.
 - 77 3. In the event of a lease, the Seller agrees to compensate Broker _____ %
 - 78 of all amounts to be paid by a lessee to Seller over the term of the lease.
 - 79 4. Other: _____
 - 80 _____
 - 81 _____

82 **C. COMMISSION; ATTORNEY FEES.** For purposes of this contract, the parties understand and agree that Broker's commission
83 commission is deemed to be a share of the purchase money received by Seller. If any action is filed in relation to this Listing
84 Contract, the unsuccessful party shall pay to the successful party a reasonable sum for the successful party's attorney's
85 fees and court costs.

86

87 **D. EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in an
88 escrow/trust account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep
89 any earnest money deposits up to the amount the commission would have been if the sale was completed in payment for
90 Broker's expenses, services and advertising.

91

92 **E. MLS INFORMATION (IF APPLICABLE).** It is understood that the Broker may rely on the validity of the data pertaining to this
93 Listing Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a multiple
94 listing service ("MLS"), Internet or any advertising media and that the Broker may furnish notice to a MLS or other provider of
95 all changes of information concerning the Property. Seller has been advised of the benefits of marketing a property through a
96 multiple listing service. Excluding a property from a multiple listing service may result in a lower number of offers received
97 and lower sales price.

98

99 **F. INFORMATION REGARDING PROPERTY.** Seller acknowledges that the information on the Seller's Residential Real Estate
100 Sales Disclosure Form (if applicable) and the information provided for the listing is true and correct, and that Seller is the
101 owner of the Property or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the
102 owner(s). Seller further warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized
103 agent(s) agree to indemnify, actively defend and hold Broker, Company and its agents harmless from any damages, loss,
104 liability and expenses including attorney fees and costs, arising from incorrect information or failure to supply material
105 information regarding the Property, including, but not limited to the condition of appliances, heating, plumbing, electrical,
106 sewage, major defects in structure, mold and/or other environmental conditions or hazards, location of property lines, public
107 and private restrictions on the use of the Property, any loss or liability in conjunction with this agreement or with Broker or
108 other licensees showing the Property including, but not limited to, injuries suffered by other licensees or prospective buyers.

109

110 **G. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all
111 licensees associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the
112 evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental
113 Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property
114 damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with
115 immune system problems, young children and/or the elderly.

116

117 **Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases**
118 **and holds harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees**
119 **and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency**
120 **affecting the Property, including Environmental Contaminants. This release shall survive the closing.**

121

122 **H. AGENCY DISCLOSURES.**

- 123
- 124 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
 - 125
 - 126 2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is
127 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary;
128 or (2) the Licensee is merely assisting the individual as a customer without compensation. Licensee(Broker)
129 represents the interests of the Seller as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty,
130 confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly with a buyer and
131 disclose to the buyer information about the Property. All representations made by Licensee about the Property are
132 made as the agent of the Seller.
133 Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and
complete

(Property Address)

134 that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who
135 show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties
136 of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about
137 the Property are not made as the agent of the Seller.
138

- 139 3. **Limited Agency Authorization.** Licensee or the managing broker may represent Buyer as a buyer agent.
140 If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties
141 may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.
142

143 If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both
144 Seller and Buyer:

- 145 a. Any material or confidential information, except adverse material facts or risks actually known by Licensee
146 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
147 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
148 b. That a Buyer will pay more than the offered purchase price for the Property.
149 c. That Seller will accept less than the listed price for the Property.
150 d. Other terms that would create a contractual advantage for one party over another party.
151 e. What motivates a party to buy or sell the Property.
152

153 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and
154 the limited agent or among Licensees.
155

156 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not
157 have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives
158 any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role
159 of limited agent(s).
160

- 161 I. **SELLER AUTHORIZATION AND COOPERATION.** Seller agrees to provide Broker with the required information necessary
162 for entry into a MLS, Internet or other advertising media, to include electronic media and the use of any exterior/interior
163 photos, if applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and
164 authorizes Broker to place and remove "For Sale" and other signs on the Property.
165

- 166 1. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors,
167 inspectors, appraisers and others reasonably necessary to market the Property to enter the Property. Seller
168 acknowledges that a buyer may enter the Property with contractors, inspectors or appraisers without being
169 accompanied by Broker. Buyer or Buyer's broker may take videos, photos and electronic images of the Property.
170 2. Seller will provide Broker with key(s) necessary to access the Property.
171 3. Seller authorizes Broker to have duplicate keys made.
172 4. Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to
173 Broker.
174 5. Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the
175 terms of this Listing Contract.
176 6. Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce
177 all of the content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale,
178 photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and
179 Broker's agents pursuant to this Listing Contract to members of the Indiana Association of REALTORS®, Inc., to
180 other brokers upon request and to a MLS, Internet or any advertising media. Seller agrees that Broker shall own all
181 rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers
182 or agents.
183 7. Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility
184 statements, if requested. Seller's utility companies are as follows: This can be completed later
185
186 8. Seller authorizes its Homeowner's Association (HOA) to divulge all HOA information to Broker and to provide copies
187 of all HOA documents if requested. HOA Management Company: This can be completed later
188 HOA Contact Information: _____
189 9. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the
190 note and mortgage, if requested. Seller's lending institution is This can be completed later
191 _____ and the mortgage loan number is _____
192 If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender
193 that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to
194 give this notice may result in a pre-payment penalty to be paid by Seller.
195 10. Seller **does** **does not** authorize Broker to disclose the existence of written offers to Buyer. If Seller has
196 authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked, whether offers
197 were obtained by the listing licensee, another licensee in the listing firm or by a cooperating broker. (NOTE:
198 Disclosure of individual and company names is not necessary.)
199

- 200 J. **LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation **is** **is not**
201 authorized, subject to the following acknowledgments/conditions:
complete

(Property Address)

- 202 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of
 203 injury, damage and/or loss of personal property.
 204 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against
 205 Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless
 206 Broker and all authorized persons from claims by third parties from all loss and/or damage.
 207 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted
 208 to schedule a showing, Seller **authorizes** **does not authorize** Broker to access the Property.
 209 4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee consent to allow
 210 the use of a lockbox/key and consent for Broker to access the property.
 211

212 **K. FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race,
 213 color, national origin, religion, sex, familial status, and handicap.

214 The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of
 215 sexual orientation or gender identity.
 216

217 **L. ADDITIONAL PROVISIONS.**

- 218 1. Seller understands the terms of this Listing Contract and has received a copy.
 219 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except
 220 by their written consent.
 221 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and
 222 assigns.
 223 4. Seller acknowledges receipt of an estimate of selling expenses.
 224 5. Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ complete
 225 per complete, which have been paid by Seller through complete.
 226 6. The parties to this contract agree that this contract may be executed simultaneously or in two or more counterparts,
 227 each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 228 The parties agree that this contract may be transmitted between them electronically or digitally. The parties intend
 229 that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
 230 original document shall be promptly delivered, if requested.
 231 7. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers,
 232 title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies.
 233 Broker does not guarantee the performance of any service provider. Seller is free to select providers other than
 234 those referred or recommended to Seller by Broker.
 235 8. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance,
 236 protection or repair of the Property nor for the protection or custody of any personal property located thereon,
 237 unless provided for in another written agreement.
 238 9. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile
 239 at the numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
 240 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 241 11. Seller discloses to Listing Broker that Seller is licensed and holds License # This MUST be disclosed.
 242
 243
 244

245 **M. FURTHER CONDITIONS.**

246 Complete this whenever you need to clarify any issues. Be very specific and clear, MUST
 247 ENSURE nothing is vague. Do not assume anything at all. Ask the questions to clarify.
 248
 249
 250
 251

252 complete complete
 253 AGENT IN LICENSE # SELLER'S SIGNATURE DATE
 254 SNYDER STRATEGY Realty, Inc. RB 14034119 complete
 255 BROKER OR COMPANY NAME IN LICENSE # PRINTED
 256 This can be signed later when uploaded to server complete
 257 ACCEPTED BY: MANAGING BROKER DATE SELLER'S SIGNATURE DATE
 258 complete
 259 PRINTED
 260
 261
 262
 263



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 restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
 Form #01. Copyright IAR 2015



complete

(Property Address)



BUYER'S EXCLUSIVE AGENCY CONTRACT
For use only by members of the Indiana Association of REALTORS®

1 This Contract is entered into and shall commence on MANDATORY: must enter date
2 by Complete (Broker) and
3 Complete (Buyer),

4 Buyer employs Broker for the purpose of exclusively assisting Buyer to locate property described below or other property
5 acceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for purchase of property. This Contract
6 shall terminate at midnight on MANDATORY: must enter date

7 A. BROKER AGREES to diligently attempt to locate property acceptable to Buyer; to negotiate price, terms and
8 conditions acceptable to Buyer, for the purchase of property; and shall act in the Buyer's best interest during the
9 term of this Contract.

10 B. DESCRIPTION (INCLUDING, BUT NOT LIMITED TO, LOCATION, PRICE RANGE AND OTHER TERMS):
11 SNYDER STRATEGY agent will represent in all transactions conducted by Buyer (s)
12 during these contract dates. No exceptions.
13

14 C. BROKER'S COMPENSATION:
15 1. Retainer Fee: Buyer has paid Broker a non-refundable retainer fee of \$ U.S. Dollars.
16 This amount shall be credited to the total amount due at time of closing any transaction accomplished under
17 this agreement including, but not limited to, a lease with option to purchase.

18 2. Commission: In consideration for the services to be performed by Broker, Buyer also agrees to pay Broker a
19 commission of \$ U.S. Dollars or % of the total purchase price;
20 however, the total commission paid to Broker shall not be less than \$ U.S. Dollars. In
21 the event seller pays a commission under a listing agreement and Broker, with the consent of Buyer, is to
22 receive any portion thereof, that portion shall be credited against Buyer's financial obligations to Broker. Broker
23 shall use Broker's best effort to cause the seller or seller's agent to satisfy the Buyer's obligation to Broker.

24 The commission shall be due, earned and promptly paid if:
25 a. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest as
26 described herein during the term of this Contract through the services of Broker or otherwise.
27 b. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest
28 described herein, which was disclosed to Buyer by Broker during the term of this Contract or
29 within
30 after termination of this Contract.

31 3. Other: Minimum commission of \$5,000 will be paid, if SNYDER STRATEGY agent is not
32 used for any transaction during these contract dates. No exceptions

33 Broker's commission for services rendered, in respect to any broker, is solely a matter of negotiation
34 between the Broker and the Buyer and is not fixed, controlled, suggested, recommended or maintained by
35 the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing
36 service (if applicable) or any person not a party to the contract.

37 D. AGENCY DISCLOSURES:
38 1. Office Policy. Buyer acknowledges receipt of a copy of the written office policy relating to agency.

(Property Address)

37 2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is
38 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the
39 contrary; or (2) the Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the
40 interests of the Buyer as Buyer's agent to buy the Property. Licensee owes duties of trust, loyalty,
41 confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with a seller. All
42 representations made by Licensee are made as the agent of the Buyer.

43 3. **Limited Agency Authorization.** Licensee or the managing broker may represent Seller as a seller agent. If
44 Buyer wishes to see the Property listed by Licensee or the managing broker, then Licensee has agency duties
45 to both Buyer and Seller, and those duties may be different or even adverse. Buyer knowingly consents to
46 Licensee acting as a limited agent for such showings.

47 If limited agency arises, Licensee **shall not disclose** the following without the informed consent in writing, of
48 both Buyer and Seller.

49 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee
50 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
51 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the
52 parties.

53 (b) That a Buyer will pay more than the offered purchase price for the Property.

54 (c) That a Seller will accept less than the listed price for the Property.

55 (d) Other terms that would create a contractual advantage for one party over another party.

56 (e) What motivates a party to buy or sell the Property.

57 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information
58 between any party and the limited agent or among Licensees.

59 Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that
60 Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily
61 to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs,
62 against Licensee(s) arising from Licensee's(s') role of limited agent(s).

63 E. **CONSENT TO REPRESENT OTHER BUYERS:**

64 Buyer understands and agrees that Broker may from time to time represent other buyers who may be interested in
65 acquiring the same property as Buyer may wish to acquire. Buyer expressly waives any claim, including, but not
66 limited to, breach of fiduciary duty or breach of contract based solely upon Broker's representation of other buyers
67 who may be seeking to acquire the same property as Buyer, even if the other buyer represented by Broker does
68 acquire that property.

69 F. **FURTHER CONDITIONS:**

70 **It should be noted, time, research and monies are invested with this representation by a SNYDER**
71 **STRATEGY agent. It is agreed upon, no exceptions, the buyer (s) agree to have stated agent to be**
72 **paid through the transaction and SNYDER STRATEGY agent will be the sole representative for the**
73 **buyer (s) in any transaction conducted within these dates of the contracts.**
74

75 G. **ACKNOWLEDGEMENTS:**

76 1. Buyer has read and understands this Contract.

77 2. This Contract contains the entire agreement of the parties and can only be changed in writing and signed
78 by all parties.

79 3. This Contract is binding upon all the parties, their heirs, administrators, executors, successors and assigns.

80 4. Buyer has been advised to seek professional advice on legal, financing, property inspections and/or tax
81 matters.

(Property Address)

- 82 5. Buyer has received an executed copy of this Contract.
- 83 6. Broker holds a valid Indiana Real Estate License.
- 84 7. Buyer acknowledges that if Broker's commission will be paid by a third party (seller or cooperating broker), that
85 such a relationship may impose limitations on the range of properties that Broker may show to Buyer.
- 86 8. Buyer consent to receive communications from Broker via telephone, U.S. mail, email and facsimile at the
87 numbers/addresses provided to Broker unless Buyer notifies Broker in writing to the contrary.
- 88 9. Buyer acknowledges that Broker has no duty to disclose the racial, ethnic or religious composition of any
89 neighborhood, community or building, nor whether persons with disabilities are housed in any home or facility,
90 except that the Broker may identify housing facilities meeting the needs of a disabled buyer.
- 91 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
- 92 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an
93 original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement
94 may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted
95 signatures constitute original signatures and are binding on the parties. The original document shall be promptly
96 delivered, if requested.

Complete

97 _____
98 AGENT IN LICENSE #

Complete

BUYER'S SIGNATURE DATE

Complete

99 _____
100 BROKER OR COMPANY NAME IN LICENSE #

Complete

PRINTED

Complete

101 _____
102 ACCEPTED BY: MANAGING BROKER

Complete

BUYER'S SIGNATURE DATE

Complete

103 _____
104 PRINTED



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #15. Copyright IAR 2019



(Property Address)

Listing Broker (Co.) Snyder Strategy Realty, Inc. (RB 14034119) By your name (mibor #)

Selling Broker (Co.) This is the buyer's agent () By () (Individual code)



PURCHASE AGREEMENT (IMPROVED PROPERTY)

IMPORTANT: Very important for your Seller
Complete an Estimated Net Proceeds for your
Sellers. 3 should be completed with different
prices to show their cost/net profits.

1 Date: Present moment date

2
3 A. **BUYER:** _____ ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following
5 terms, provisions, and conditions:

6
7 B. **PROPERTY:** The property ("Property") is known as Obtain from tax record
8 in _____ Township, _____ County, _____
9 Indiana, _____ (zip code) legally described as: _____

10 together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including,
11 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment
12 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,
13 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles
14 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
15 wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener with controls AND THE
16 FOLLOWING:

17
18 **Be very specific. Enter every item on this page. DO NOT just refer to mls. Must be very specific what your buyer**
19 **wants as part of the sale. Typical items: refrigerator, stove, dishwasher, microwave, washer & dryer**
20 **Remember, basketball stand, storage sheds, extra refrigerator in the garage or any other items buyer may want**

21
22 EXCLUDES THE FOLLOWING: _____
23 **Be very specific, to ensure there are no assumptions, or miscommunications**

24 **The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure**
25 **Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller**
26 **at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or**
27 **community amenities if material.**

28
29 C. **PRICE:** Buyer will pay the total purchase price of (\$ complete) _____ Dollars for the Property. If Buyer obtains an
30 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
31 upon purchase price. If appraised value is less than the agreed upon purchase price, either party may terminate this
32 Agreement or parties may mutually agree to amend the price.

33
34
35 D. **EARNEST MONEY:**
36 1. **Submission:** Buyer submits \$ complete as earnest money which shall be applied to the
37 purchase price at closing. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow
38 Agent and shall deposit Earnest Money received into its escrow account within two (2) banking days of
39 acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement.
40 Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any
41 reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon
42 notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.
43 2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the
44 Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement.
45 If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by
46 certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor
47 Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
48 letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is
49 the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the
50 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2
51 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including
52 attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and
53 licensing regulations
54 3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without
55 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all
56 rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms
58 and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default
59 which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated
60 above, may include specific performance and monetary damages in addition to loss of Earnest Money.

complete
(Property Address)

- 61 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)** Check mark which one is applicable
- 62 1. **CASH:** The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of
- 63 funds within _____ days of acceptance.
- 64 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
- 65
- 66 **Conventional** **Insured Conventional** **FHA** **VA** **Other:** _____ 30 first
- 67 mortgage loan for 95 % of purchase price, payable in not less than _____ years, with an
- 68 original rate of interest not to exceed Rate quoted % per annum and not to exceed 0 points. Buyer
- 69 shall pay all costs of obtaining financing, except _____
- 70
- 71 **- Ex.: Seller to pay up to \$3,500 in closing costs, prepaids, and any settlement costs noted.**
- 72 _____
- 73 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
- 74 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
- 75 regulations and shall supersede any provisions of this Agreement.
- 76
- 77 3. **ASSUMPTION: (Attach Financing Addendum)**
- 78 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
- 79 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**
- 80 F. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary
- 81 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within 3
- 82 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to
- 83 obtain financing in cooperation with the Broker and Seller. No more than 30 days after acceptance of the
- 84 Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not
- 85 obtained within the time specified above, this Agreement may terminate unless an extension of time for this
- 86 purpose is mutually agreed to in writing.
- 87
- 88 G. **CLOSING:**
- 89 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before Usually within 30 -45 days PA, or
- 90 within 5 days after Final Loan Approval, whichever is later or this Agreement
- 91 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the
- 92 latest date above must be by mutual written agreement of the parties.
- 93 **If closing cannot occur by "Closing Date" due to any government regulation or lender requirement, the**
- 94 **date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed 7**
- 95 **business days.**
- 96 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or
- 97 company shall be paid by **Buyer (included in allowance, if provided)** **Seller** **Shared equally.** Or check
- 98 **CONTINGENCY:** This Agreement: **is not** contingent upon the closing of another transaction; mark seller
- 99 **is** contingent upon the closing of the pending transaction on the property located at _____
- 100 Seller needs to pay attention to this, _____ scheduled to close by _____.
- 101 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
- 102 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse
- 103 in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000 or more shall be
- 104 wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source
- 105 shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
- 106 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to
- 107 the buyer and the actual cost incurred shall appear on the closing statement.
- 108
- 109
- 110 H. **POSSESSION:** Seller's Counter offer: should take 10 days after closing to vacate property>>see ex counter offer
- 111 1. The possession of the Property shall be delivered to Buyer **at closing** **within** _____ **days beginning**
- 112 **the day after closing by** _____ **a.m.** **p.m.** **noon or** **on or before** _____
- 113 **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing
- 114 \$ 150 per day. If Seller does not deliver possession by the date and time required in the first
- 115 sentence of this paragraph, Seller shall pay Buyer \$ 150 per day as **liquidated damages**
- 116 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available
- 117 against the Seller.
- 118 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is
- 119 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to
- 120 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
- 121 personal property not included in the sale.
- 122 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
- 123 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
- 124 Buyer, at Buyer's option, may either (a) **terminate this Agreement with prompt return of earnest money to**
- 125 **buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance
- 126 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

complete

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127 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the
128 day of possession.

129 **Review survey below to determine what is best for your buyer**

130 I. **SURVEY:** Buyer shall receive a (Check one) **SURVEYOR LOCATION REPORT**, which is a survey where
131 corner markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are
132 set prior to closing; **WAIVED**, no survey unless required by lender; at (Check one) **Buyer's expense**
133 **(included in allowance, if provided)** **Seller's expense** **Shared equally**. The survey shall (1) be received
134 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
135 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
136 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released
137 from any and all liability relating to any issues that could have been discovered by a survey. This release shall
138 survive the closing.

140 J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at
141 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood
142 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
143 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer **may**
144 **may not** terminate this Agreement if the Property requires flood insurance. Buyer **may** **may not** terminate
145 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially
146 interfere with Buyer's intended use of the Property.

148 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain
149 a favorable written commitment for homeowner's insurance within 10 days after acceptance of this Agreement.
150

151 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
152 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training,
153 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
154 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
155 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
156 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
157 children and/or the elderly.

159 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property
160 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the
161 Property at harmful levels is through inspections.

163 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
164 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any**
165 **and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection**
166 **result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.**
167 **This release shall survive the closing.**

169 M. **INSPECTIONS: (Check appropriate paragraph number)**

171 Buyer has been made aware that independent inspections disclosing the condition of the property are available
172 and has been afforded the opportunity to require such inspections as a condition of this Agreement.

174 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

175 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own
176 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
177 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release
178 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

179 **This must always be check marked for your buyers. They can change their decision later,**
180 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**

181 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
182 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
183 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
184 time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's**
185 **inspections. Seller must make all areas of the Property available and accessible for Buyer's**
186 **inspection.**

188 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance
189 of the Purchase Agreement. Buyer shall have 10 days beginning the day following the date of
190 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see
191 "Buyer's Inspection Response").

193 Inspections may include but are not limited to the condition of the following systems and components:
194 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
complete

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well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have 10 additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and after having given Seller the opportunity to remedy the defect Seller is unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

N. LIMITED HOME WARRANTY PROGRAM: Important for your buyers: ask for home warranty, this can help w/costs

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which will will not be provided at a cost not to exceed \$ Cost by sq footage charged to Buyer Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider. **Important: choose the home warranty when possible, you know our preferred vendor is legitimate**

O. DISCLOSURES: (Check one)

1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT. **Important; your buyer needs to sign these. These documents must be signed/initialed.**

P. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance, if provided) Seller Shared equally. **Seller pays for owner's title, Buyer pays for Lender title**

Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in allowance, if provided) Seller Shared equally Other _____

The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will order the commitment immediately or other: _____

Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

complete

(Property Address)

263 Q. **TAXES: (Check appropriate paragraph number)**

264 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
265 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all
266 taxes for the Property payable before that date.

267 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to
268 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
269 **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the
270 Closing Date.

271 **Important: This is always prorated to day of closing, the seller is never caught up, taxes are 1 1/2 years in arrears.**

272 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid
273 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified*
274 tax rates. This shall be a final settlement.

275 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of
276 \$ _____ to Buyer at closing. This shall be a final settlement.

277
278
279 **WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING**
280 **REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.**

281
282 **Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

283
284 **Buyer may apply for current-year exemptions/credits at or after closing.**

285
286 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
287 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
288 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
289 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
290 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
291 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
292 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
293 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
294 assessments for municipal improvements completed after the date of this Agreement.

295
296 S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
297 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
298 writing to a different date and/or time.

299
300 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
301 **delivery of such offer/counter offer.**

302
303 T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
304 membership association shall be delivered by the Seller to Buyer within 10 days after acceptance of this
305 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
306 obtaining or verifying this information. If the Buyer does not make a written response to the documents within 10
307 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the
308 provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the
309 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the
310 Association shall be obtained by the Seller, in writing, within 10 days after Buyer's approval of the documents.
311 Fees charged by the "Association", or its management company, for purposes of verification of good standing
312 and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any,
313 shall be paid by Buyer. **Important: Call sellers or lender or title company to get website link and phone #'s**

314
315 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
316 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
317 **conditions that could affect the Property.**

318
319 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
320 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
321 to recover court costs and reasonable attorney's fees from the non-prevailing party.

322
323 V. **ADDITIONAL PROVISIONS:**

324
325 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/
326 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

327
328 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
329 insurance.

complete

(Property Address)

- 330 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
331 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this
332 information.
333
- 334 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
335 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for
336 providing or verifying this information.
337
- 338 5. Conveyance of this Property shall be by general Warranty Deed, or by _____,
339 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
340
- 341 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller
342 will pay applicable tax obligation.
343
- 344 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered,
345 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,
346 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
347
- 348 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
349 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and
350 assigns.
351
- 352 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
353 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
354
- 355 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior
356 understandings or written or oral agreements between the parties' respecting the transaction and cannot be
357 changed except by their written consent.
358
- 359 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
360
- 361 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including
362 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and
363 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and
364 Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties
365 agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with
366 any service provider.
367
- 368 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
369 information regarding this transaction may be published in a multiple listing service, Internet or other advertising
370 media.
371
- 372 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
373 until this transaction is closed.
374
- 375 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and
376 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing
377 to the contrary.
378
- 379 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # This MUST be disclosed .
380
- 381 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
382

383 **W. FURTHER CONDITIONS (List and attach any addenda):** _____
384

385 **Your Buyers:** This is used for specific clarification and any issues your buyer wants to address. Do NOT have any as-
386 sumptions in the purchase agreement
387

388 **Your Sellers** must review this part very carefully to ensure what is being asked and if it conflicts with anything else in
389 the purchase agreement. If there is an extra cost added; this must be added on the Estimated Net Proceeds.
390

391 **Earnest Money Clause:** It is the policy to include the following statements to protect your buyer's EM.

- 392 1. Earnest Money (100%) will be returned to buyer within 3 days if an inspection response cannot be agreed upon at
393 any time.
394 2. Earnest Money (100%) will be returned to buyer within 3 days, if lender financing cannot be obtained.
395
396
397

complete

(Property Address)

398 X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
399 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
400 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
401 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
402 condition of the Property. **Check accordingly, ensure the Office Policy in Regard to Agency must be signed also**
403

404 Y. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
405 each has received agency office policy disclosures, has had agency explained, and now confirms all agency
406 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved
407 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement
408 and acknowledge receipt of a signed copy.
409

410 Z. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 8:00 pm A.M. P.M.
411 Noon, the _____ day of _____, this Purchase Agreement shall be null and void and all
412 parties shall be relieved of any and all liability or obligations.

413 **Give the sellers 48 hours to respond & during counter offers 24 hours to respond**

414 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
415 an original but all of which together shall constitute one and the same instrument. The parties agree that this
416 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
417 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
418 shall be promptly delivered, if requested.
419

420					
421	complete			complete	
422	_____	_____	_____	_____	_____
423	BUYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE	
424	complete		complete		
425	_____	_____	_____	_____	
426	PRINTED		PRINTED		

427
428 AA. **SELLER'S RESPONSE: (Check appropriate paragraph number):**

429
430 This _____ day of _____, at _____ A.M. P.M. Noon

- 431
432 1. The above offer is Accepted. **Very Important: The sellers must sign and complete and this must be part of**
433 **counter offer 1. Two signatures on every document of PA and counter offers are**
434 2. The above offer is Rejected. **necessary to have a legal binding contract. All information must be completed.**
435
436 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and
437 the Counter Offer.
438

439					
440	complete			complete	
441	_____	_____	_____	_____	_____
442	SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE	
443	complete		complete		
444	_____	_____	_____	_____	
445	PRINTED		PRINTED		



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COUNTER OFFER #

One <<these numbers just go in order after each Client writes a counter offer

1:00

A.M. P.M.

6-01-28

The undersigned makes the following Counter Offer to the Purchase Agreement dated concerning property commonly known as in Township, County, Indiana between: as Seller(s) and as Buyer(s).

Key points when Countering:

You specifically write a counter for all the items your buyer or seller disagree with. If you agree with the item in the purchase agreement or counters, you simply do not restate anything about that item. It is understood then; you accepted the items. ONLY COUNTER WHAT YOU DISAGREE WITH.

Key points for Responding to deadline time:

State the Following: Time to respond to counter offer one (whichever doc you are referring to) has been extended to 8:00 pm on 6-08-28.

Key statements when Seller wants to stay after closing transaction for # of days:

State the Following: Seller will vacate property 10 days after transaction has closed. During this time period, Seller will not pay any rent monies to buyer.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except as modified by this Counter Offer.

Give 24 hours to have the buyer or seller respond to Counter

This Counter Offer # is void if not accepted in writing on or before A.M. P.M. Noon on

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

Pluto Disney 6-01-28

SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

Pluto Disney PRINTED PRINTED

RESPONSE TO COUNTER OFFER #

The above Counter Offer # is Accepted Countered Rejected at A.M. P.M. Noon on . Receipt of a signed copy of this Counter Offer is acknowledged.

SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

REMEMBER: You must have two signatures on counters and purchase agreement to have a binding contract No exceptions to this rule.

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BUYER'S INSPECTION RESPONSE # ONE <<keep track of your clients docs
CONDITIONAL ACCEPTANCE OF PROPERTY CONDITION

6-01-28

1 Date: _____ 1234 Mickey Mouse lane, Orlando, FL 23410
2 Property Address: _____
3 _____
4 _____

5 Check one:

6 Buyer accepts Property provided Seller corrects the following conditions:

7 **Key points when evaluating Inspection report: Hability vs Cosmetics:**
8 **main issues> plumbing, roof, basement issues, hvac, furnace, a/c unit & electrical, water leakage/flooding**
9 **REMEMBER: your inspector is a general inspector, not a specific licensed inspector.**

10 **Key statements: copy & paste specific problem from report & inspector's recommendation and state the**
11 **following: Seller to hire a licensed plumbing (name of specific contractor) contractor to repair and or re-**
12 **place to code standards. STATE THIS at the end of the responses>> Seller will provide all receipts and**
13 **warranties within 3 days prior to closing.**
14

15 **Seller Note: needs to obtain FREE estimates from licensed contractors when responding to repair requests.**
16
17

18 Addendum to Inspection Response is is not attached.

19 Buyer shall have the right to inspect and accept Seller's repairs prior to closing.

20
21 Other:

22
23
24 **Key points when Responding: You specifically write a response for all the items your buyer or seller will re-**
25 **pair. This is not a counter offer. ONLY THE ITEMS YOUR client will repair is stated.**
26
27

28
29 A complete copy Appropriate pages of the Inspection Report(s) is/are attached.
30

31 Seller shall respond on or before **Give a minimum of 10 days>> 6-11-28** . **IF SELLER FAILS TO RESPOND OR**
32 **FAILS TO REQUEST IN WRITING AN EXTENSION OF TIME TO RESPOND, SELLER ACCEPTS BUYER'S**
33 **INSPECTION RESPONSE ABOVE.**
34
35

36
37 **After complying with selected item above, the Buyer releases and holds harmless the Seller, all Brokers, and**
38 **their companies from any and all liability, including attorney's fees and costs, arising out of or related to any**
39 **inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including but not**
40 **limited to lead-based paint, radon, mold and other biological contaminants. This release shall survive the**
41 **closing.**

42 *Pluto Disney* 6-01-28

43
44 BUYER'S SIGNATURE _____ DATE _____

45 *Pluto Disney*

46 BUYER'S SIGNATURE _____ DATE _____

47
48 PRINTED _____

49 PRINTED _____



50
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LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

Listing Agent must have this completed by Seller if house is built prior to 1978

1 PROPERTY ADDRESS: Complete address

2
3 **LEAD WARNING STATEMENT**

4 *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such*
5 *property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.*
6 *Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced*
7 *intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant*
8 *women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based*
9 *paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based*
10 *paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

11
12 **SELLER'S DISCLOSURE**

13 (a.) Presence of lead-based paint and/or lead-based paint hazards **(check (i) or (ii) below) >> Seller must check boxes**

- 14 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
15
16
17
18 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

19
20
21 (b.) Records and reports available to the seller: **(check (i) or (ii) below)**

- 22 (i) Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*
23 *Sales Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list
24 and attach documents below): _____
25
26
27 (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

28
29 **BUYER'S ACKNOWLEDGEMENT (initial) >> Seller must check box-**

- 30 (c.) _____ Buyer has received copies of all information listed above.
31 (d.) _____ Buyer has received the pamphlet *Protect Your Family From Lead In Your Home* **SEND vial email Lead Base Paint**
32 (e.) _____ Buyer has **(check (i) or (ii) below):** **booklet , go to company library**
33 (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for **for copy of booklet.**
34 the presence of lead-based paint and/or lead-based paint hazards;
35 **OR**
36 (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
37 lead-based paint hazards.

38 **BROKER'S ACKNOWLEDGMENT (initial) MANDATORY: Listing Agent must initial**

39 (f.) _____ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of
40 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. **(NOTE: where the word "Broker"**
41 **appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)**
42
43

Complete address

(Property Address)

44 **CERTIFICATION OF ACCURACY**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have
46 provided is true and accurate.

47
48 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
49 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this *Certification*
50 and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that electronically or digitally
51 transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly
52 delivered, if requested.

53 **Complete**

Complete

54
55 _____ DATE

56 BUYER'S SIGNATURE DATE

57 **Complete**

Complete

58 _____

59 PRINTED

60 **Complete**

Complete

61 _____ DATE

62 BUYER'S SIGNATURE DATE

63 **Complete**

Complete

64 _____

65 PRINTED

66 _____ DATE

67 LISTING BROKER DATE SELLING BROKER DATE

**VERY IMPORTANT: Listing Broker
Must sign as part of this contract**

**VERY IMPORTANT: Selling Broker
(Buyers Agent) Must sign as part of this
contract**



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(Property Address)

VERY IMPORTANT: Listing Agent does NOT Complete and does NOT write on this document

Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Age, if known Years.				Do structures have aluminum wiring?			
Does the roof leak?				Are there any foundation problems with the structures?			
Is there present damage to the roof?				Are there any encroachments?			
Is there more than one layer of shingles on the house?				Are there any violations of zoning, building codes,			
If yes, how many layers?							

VERY IMPORTANT: Sellers must be extremely truthful and if does not know, then the Sellers then should check mark "Do not Knw" Sellers must understand this is a legal document to used as a legal reference in selling a house. The sellers must tell the truth.

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?			
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			
Explain:			

VERY IMPORTANT: Buyers must sign at time of signing purchase agreement. Buyer is only acknowledging receiving this document. The Buyer by law is only acknowledging the information and is not in agreement or disagreement with the information.

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)

VERY IMPORTANT: Sellers must sign AT CLOSING TO ensure they left the house and property in the same condition or better. Whether you are Listing Agent or Buyers Agent, take both pages to Closing and have the Sellers sign document. This is state law.

The information contained in this Disclosure is based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty, inspection or warranties that the prospective buyer is required to disclose any material change in condition of the property or condition of the disclosure form was provided. Seller and Buyer agree to sign this document. This is state law.

Signature of Seller complete	Date (mm/dd/yy)	Signature of Buyer complete	Date (mm/dd/yy)
Signature of Seller complete	Date (mm/dd/yy)	Signature of Buyer complete	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing) At closing	Date (mm/dd/yy)	Signature of Seller (at closing) At closing	Date (mm/dd/yy)



FORM #03.

