

Listing Broker (Co.) Ness Bros. (_____) By Kurt J. Ness (_____)
office code individual code

Selling Broker (Co.) (_____) By _____ (_____)
office code individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 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 271 S 1000 E Marion, IN
8 in Monroe Township, Grant County, Marion,
9 Indiana, 46953 (zip code) legally described as: 07-01-125 PTW ENDS NW SEC115.01A
10

11
12 together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including,
13 but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments
14 thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs
15 and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans
16 and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes,
17 storage barns, all landscaping, mailbox, garage door opener with controls AND THE FOLLOWING: _____
18

19
20
21 **HOME HEATING FUEL:** Any remaining fuel stored in tank(s) to be included in the sale will be purchased by
22 Buyer at current market price measured within five (5) days prior to closing.
23 EXCLUDES THE FOLLOWING: _____
24

25 **The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure**
26 **Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller**
27 **at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or**
28 **community amenities if material.**
29

30 C. **PRICE:** Buyer will pay the total purchase price of (\$ _____) _____
31 _____ Dollars for the Property. If Buyer obtains an
32 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
33 upon purchase price. If appraised value is less than the agreed upon purchase price, either party may terminate this
34 Agreement or parties may mutually agree to amend the price.
35

36 D. **EARNEST MONEY:**
37 1. **Submission:** Buyer submits \$ 4,000.00 as earnest money which shall be applied to the
38 purchase price at closing. **Earnest money shall be delivered within** 24 Hrs after auction ends **of acceptance of**
39 **offer to purchase.** Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent
40 and shall deposit Earnest Money received into its escrow account within two (2) banking days of acceptance of
41 this Agreement and hold it until time of closing the transaction or termination of this Agreement. Earnest money
42 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely
43 submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior
44 to Escrow Agent's receipt of the Earnest Money.
45 2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the
46 Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement.
47 If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by
48 certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor
49 Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
50 letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is
51 the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the
52 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2
53 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including
54 attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and
55 licensing regulations
56 3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without
57 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all
58 rights to seek other legal and equitable remedies, which may include specific performance and additional
59 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms
60 and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default

271 S 1000 E Marion, IN Marion 46953

(Property Address)

Page 1 of 7 (Purchase Agreement)

Copyright IAR 2017

61 which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above,
62 may include specific performance and monetary damages in addition to loss of Earnest Money.

63 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

- 64 1. **CASH:** The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of
65 funds within 5 days of acceptance. Buyer to provide proof of funds submitted with offer within
66 _____ days of acceptance.
- 67 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

68 **Conventional** **Insured Conventional** **FHA** **VA** **Other:** _____ first
69 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
70 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
71 shall pay all costs of obtaining financing, except _____
72 _____

73 _____
74 _____
75 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
76 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
77 regulations and shall supersede any provisions of this Agreement.

- 78
79 3. **ASSUMPTION: (Attach Financing Addendum)**
80 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
81 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**
82

83 F. **TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary,**
84 **including an appraisal, to complete this transaction or for approval to assume the unpaid balance of the**
85 **existing mortgage within** NA **days after the acceptance of this Agreement and to make a diligent effort to**
86 **meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than**
87 **NA** **days after acceptance of the Agreement shall be allowed for obtaining loan approval or mortgage assumption**
88 **approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an**
89 **extension of time for this purpose is mutually agreed to in writing.**

90
91 G. **CLOSING:**

- 92 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before May 1, 2017, or
93 within _____ days after _____, whichever is later or this Agreement
94 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the
95 latest date above must be by mutual written agreement of the parties.

96 **If closing cannot occur by "Closing Date" (or any mutually agreed extension thereto) due to any**
97 **government regulation, the date of closing shall be extended for the period necessary to satisfy these**
98 **requirements, not to exceed 7 business days.**

- 99 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or
100 company shall be paid by **Buyer (included in allowance, if provided)** **Seller** **Shared equally.**
- 101 3. **CONTINGENCY:** This Agreement: **is not** contingent upon the closing of another transaction;
102 **is** contingent upon the closing of the **pending** transaction on the property located at _____
103 _____ scheduled to close by _____.
- 104 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
105 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse
106 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
107 wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source
108 shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
109 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to
110 the buyer and the actual cost incurred shall appear on the closing statement.
- 111 5. **WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide**
112 **nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE**
113 **FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct**
114 **communication with Broker or Title Company. Such requests may be part of a scheme to steal funds or**
115 **use your identity.**

116
117 H. **POSSESSION:**

- 118 1. The possession of the Property shall be delivered to Buyer **at closing** **within** _____ **days beginning**
119 **the day after closing by** _____ **a.m.** **p.m.** **noon or** **on or before** _____
120 **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing
121 \$ N/A per day. If Seller does not deliver possession by the date and time required in the first
122 sentence of this paragraph, Seller shall pay Buyer \$ N/A per day as **liquidated damages**
123 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available
124 against the Seller.
- 125 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is
126 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to

Marion

46953

(Property Address)

Page 2 of 7 (Purchase Agreement)

Copyright IAR 2017

127 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
128 personal property not included in the sale.
129 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
130 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
131 Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to
132 buyer or (b) elect to close the transaction**, in which event Seller's right to all real property insurance
133 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

134 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the
135 day of possession.
136
137 I. **SURVEY:** Buyer shall receive a **(Check one)** **SURVEYOR LOCATION REPORT**, which is a survey where
138 corner markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are
139 set prior to closing; **WAIVED**, no survey unless required by lender; at **(Check one)** **Buyer's expense**
140 **(included in allowance, if provided)** **Seller's expense** **Shared equally**. The survey shall (1) be received
141 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
142 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
143 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released
144 from any and all liability relating to any issues that could have been discovered by a survey. This release shall
145 survive the closing.
146

147 J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at
148 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood
149 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
150 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer **may**
151 **may not** terminate this Agreement if the Property requires flood insurance. Buyer **may** **may not** terminate
152 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially
153 interfere with Buyer's intended use of the Property.
154

155 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain
156 a favorable written commitment for homeowner's insurance within N/A days after acceptance of this Agreement.
157

158 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
159 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training,
160 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
161 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
162 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
163 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
164 children and/or the elderly.
165

166 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property
167 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the
168 Property at harmful levels is through inspections.
169

170 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental
171 Contaminants and release and hold harmless all Brokers, their companies and licensees from any
172 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection
173 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.
174 This release shall survive the closing.**
175

176 M. **INSPECTIONS: (Check appropriate paragraph number)**
177
178 Buyer has been made aware that independent inspections disclosing the condition of the property are available
179 and has been afforded the opportunity to require such inspections as a condition of this Agreement.
180

181 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
182 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own
183 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
184 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release
185 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.
186

187 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**
188 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
189 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
190 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
191 time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's
192 inspections. Seller must make all areas of the Property available and accessible for Buyer's
193 inspection.**

271 S 1000 E Marion, IN Marion 46953

194 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance
195 of the Purchase Agreement. Buyer shall have N/A days beginning the day following the date of
196 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see
197 "Buyer's Inspection Response").
198

199 Inspections may include but are not limited to the condition of the following systems and components:
200 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
201 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint
202 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or
203 the following:

204 If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological
205 contaminants, or any other condition that requires further examination or testing, then Buyer shall have
206 N/A additional days to order, receive and respond in writing to any additional reports.
207

208 **If the Buyer does not comply with any Inspection/Response Period or make a written objection to any**
209 **problem revealed in a report within the applicable Inspection/Response Period, the Property shall be**
210 **deemed to be acceptable. If one party fails to respond or request in writing an extension of time to**
211 **respond to the other party's Independent Inspection Response, then that inspection response is**
212 **accepted.** A timely request for extension is not an acceptance of the inspection response, whether or not
213 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS
214 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are
215 not limited to, availability of responding party to respond, type and expense of repairs requested and need of
216 responding party to obtain additional opinions to formulate a response.
217

218 If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana
219 law, "**Defect**" means a condition that would have a significant adverse effect on the value of the
220 Property, that would significantly impair the health or safety of future occupants of the Property, or
221 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected
222 normal life of the premises), and after having given Seller the opportunity to remedy the defect Seller is
223 unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time
224 otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the
225 transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT
226 PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS
227 MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.
228

229 **N. LIMITED HOME WARRANTY PROGRAM:**

230 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
231 which will will not be provided at a cost not to exceed \$ _____ charged to Buyer Seller
232 and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM
233 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection.
234 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty
235 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and
236 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
237 Provider.
238

239 **O. DISCLOSURES: (Check one)**

- 240 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
241 SALES DISCLOSURE.
242 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
243 AND ACKNOWLEDGMENT.
244

245 **P. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the most
246 current and comprehensive **ALTA Owner's Title Insurance Policy available** in the amount of the purchase
247 price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller
248 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage
249 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use
250 of the Property. A title company, at Buyer's request, can provide information about availability of various additional
251 title insurance coverages and endorsements and the associated costs.
252

253 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy
254 (including title search and examination and commitment preparation), to be paid by Buyer (included in
255 allowance, if provided) Seller Shared equally.
256

257 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy
258 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included
259 in allowance, if provided) Seller Shared equally Other _____
260

271 S 1000 E Marion, IN

Marion

46953

(Property Address)

Page 4 of 7 (Purchase Agreement)

Copyright IAR 2017

261 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and
262 will order the commitment immediately or other: Lime City Title Services
263 _____
264

265 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of
266 this Agreement.
267

268 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the
269 deed and vendor's affidavit), so that marketable title can be conveyed.
270

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

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

275 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to
276 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
277 **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the
278 Closing Date.
279

280 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid
281 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified*
282 tax rates. This shall be a final settlement.
283

284 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of
285 \$ _____ to Buyer at closing. This shall be a final settlement.
286

287 **WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING**
288 **REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.**
289

290 **Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**
291

292 **Buyer may apply for current-year exemptions/credits at or after closing.**
293

294 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
295 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
296 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
297 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
298 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
299 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
300 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
301 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
302 assessments for municipal improvements completed after the date of this Agreement.
303

304 S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
305 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
306 writing to a different date and/or time.
307

308 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
309 **delivery of such offer/counter offer.**
310

311 T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
312 membership association shall be delivered by the Seller to Buyer within _____ days after acceptance of this
313 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
314 obtaining or verifying this information. If the Buyer does not make a written response to the documents within _____
315 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the
316 provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the
317 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the
318 Association shall be obtained by the Seller, in writing, within _____ days after Buyer's approval of the documents.
319 Fees charged by the "Association", or its management company, for purposes of verification of good standing
320 and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any,
321 shall be paid by Buyer.
322

323 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
324 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
325 **conditions that could affect the Property.**
326

- 327 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
328 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
329 to recover court costs and reasonable attorney's fees from the non-prevailing party.
330
- 331 V. **ADDITIONAL PROVISIONS:**
332
- 333 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/
334 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
335
 - 336 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
337 insurance.
338
 - 339 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
340 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this
341 information.
342
 - 343 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
344 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for
345 providing or verifying this information.
346
 - 347 5. Conveyance of this Property shall be by general Warranty Deed, or by _____ ,
348 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
349
 - 350 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller
351 will pay applicable tax obligation.
352
 - 353 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered,
354 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,
355 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
356
 - 357 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
358 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and
359 assigns.
360
 - 361 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
362 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
363
 - 364 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior
365 understandings or written or oral agreements between the parties' respecting the transaction and cannot be
366 changed except by their written consent.
367
 - 368 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
369
 - 370 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including
371 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and
372 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and
373 Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties
374 agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with
375 any service provider.
376
 - 377 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
378 information regarding this transaction may be published in a listing service, Internet or other advertising media.
379
 - 380 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
381 until this transaction is closed.
382
 - 383 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and
384 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing
385 to the contrary.
386
 - 387 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____ .
388
 - 389 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

390 W. **FURTHER CONDITIONS (List and attach any addenda):** This is an irrevocable offer; Offer to expire 7 days after the
 391 auction ends. If the seller does not accept either as a primary or secondary offer all earnest money will be returned to the
 392 buyer
 393
 394 Special Note: If this is a Secondary / Backup Offer being accepted then this offer will stay in effect until 15 days after the
 395 auction date. Buyer may terminate secondary / Backup Offer at any time if the buyer herein has an accepted offer on another
 396 property.
 397
 398 Auction Term sheet and the Alternative Dispute Resolution Form to be apart of this agreement
 399
 400

401 X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
 402 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
 403 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
 404 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
 405 condition of the Property.
 406

407 Y. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 408 each has received agency office policy disclosures, has had agency explained, and now confirms all agency
 409 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved
 410 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement
 411 and acknowledge receipt of a signed copy.
 412

413 Z. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by Midnight A.M. P.M.
 414 Noon, on 3/30/2017, this Purchase Agreement shall be null and void and all
 415 parties shall be relieved of any and all liability or obligations.
 416

This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
 417 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together
 418 shall constitute one and the same instrument. The parties agree that this Agreement, together with any and all
 419 subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The
 420 parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on
 421 the parties. The original documents shall be promptly delivered, if requested.
 422
 423
 424
 425

426
 427 BUYER'S SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____
 428
 429
 430 PRINTED _____ PRINTED _____
 431

432 AA. **SELLER'S RESPONSE: (Check appropriate paragraph number):**
 433
 434 On _____, at _____ A.M. P.M. Noon
 435
 436 1. The above offer is Accepted.
 437
 438 2. The above offer is Rejected.
 439
 440 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and
 441 the Counter Offer.
 442
 443
 444
 445

446 SELLER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
 447
 448
 449 PRINTED _____ 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 #02. Copyright IAR 2017

