

Listing Broker (Co.) _____ (_____) By _____ (_____)

Office code

individual code

Selling Broker (Co.) **eXp Realty LLC** (**1768**) By **Tony Anczer** (**13214**)

Office code

individual code



PURCHASE AGREEMENT (UNIMPROVED PROPERTY)

For use only by members of the Indiana Association of REALTORS®

Date: _____

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

B. PROPERTY: The property ("Property") is known as _____
in _____ Township, _____ County, _____
Indiana, _____ (zip code) legally described as: _____

C. PRICE: Buyer will pay the total purchase price of (\$ _____) _____
_____ U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised value is less than the agreed upon purchase price Buyer retains the option to proceed toward closing at the agreed upon purchase price. If Buyer is not willing or able to proceed at the agreed upon purchase price then: 1) either party may terminate this Agreement; or 2) parties may mutually agree to amend the agreed upon price.

D. EARNEST MONEY:

1. **SUBMISSION:** Buyer submits \$ _____ U.S. Dollars as earnest money which shall be applied to the purchase price at closing. If not submitted with Purchase Agreement, earnest money shall be delivered to Escrow Agent within _____ | hours | | days after acceptance of offer to purchase. Escrow Agent to be Listing Broker Selling Broker Other _____. Escrow Agent shall, after acceptance of this Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails to timely submit Earnest Money to Escrow Agent as agreed to above, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest Money.

2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If Escrow Agent is anyone other than a Broker, the 60 day letter release process will not be available. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

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

1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to provide proof of funds submitted with offer within _____ days of acceptance. If Buyer fails to timely submit proof of funds, agrees Seller may terminate this Agreement by serving a Notice of Termination prior to receiving the proof of funds. Purchaser will will not have an appraisal.

2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a Conventional Insured Conventional Other: _____ first mortgage loan for _____% of purchase price, payable in not less than _____ years, with an original rate of interest not to exceed _____% per annum and not to exceed _____ points. Buyer shall pay all costs of obtaining financing, except for Seller concessions agreed to by Seller. Any inspections and charges, which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

(Property Address)

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

F. TIME FOR OBTAINING FINANCING:

- 1. **APPLICATION:** With ___days after the acceptance of this Agreement, Buyer agrees to make written application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
- 2. **APPROVAL:** No more than ___days after acceptance of this Agreement shall be allowed for obtaining loan approval which shall include a completed appraisal, if required by lender, or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

G. SELLER CONTRIBUTIONS

- SELLER CONCESSIONS:** Seller shall provide an allowance up to \$_____ or _____% of purchase price U.S. Dollars to be used by Buyer toward any allowed closing costs.
- BUYER BROKER COMPENSATION:** Seller to pay Buyer Broker in the amount of \$_____ US Dollars or _____% of the purchase price. The payment of compensation does not create an agency relationship between a Buyer Broker and a Seller.

H. CLOSING:

- 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before _____, or within _____days after _____, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
- 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by **Buyer (included in allowance, if provided)** **Seller** **Shared equally.**
- 3. **CONTINGENCY:** This Agreement:
 - is not contingent upon the closing of another transaction;
 - is contingent upon the closing of the pending transaction on Buyer's property located at _____ scheduled to close by _____.
 Should that transaction not close, this Purchase Agreement is null and void and the Earnest Money shall be distributed according to a Mutual Release Agreement.
 - is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
 - Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
 - Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
- 4. **CONDITIONS TO CLOSING:** Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following items, unless waived by Buyer, within _____days after acceptance of this Agreement:
 - is is not contingent upon buyer's ability to obtain necessary building permits;
 - is is not contingent upon buyer's ability to install a county approved septic system;
 - is is not contingent on buyer verifying the following are/will be available on site: city water natural gas
 - sanitary sewer electric
- 5. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.
- 6. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY. Do not rely on telephone numbers provided in the electronic communication. Do not respond until you verify the authenticity by direct communication with Broker or Title Company. Such requests may be part of a scheme to steal funds or use your identity.

- 115 I. **POSSESSION:** The possession of the Property shall be delivered to Buyer at closing or within _____
116 days beginning the day after closing by _____ AM PM noon or on or before _____
117 by _____ AM PM noon if closed. All crops
118 planted upon the Property prior to _____, shall belong to Seller, and Seller shall have access
119 to the Property for the purpose of harvesting crops. All other crops belong to Buyer.
- 120 1. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its possession is delivered to
121 Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether
122 Seller has complied with this paragraph. **Seller shall remove all debris and personal property not included in the sale.**
123 2. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller,
124 including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at
125 Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to buyer or (b)
126 elect to close the transaction, in which event Seller's right to all real property insurance proceeds resulting from
127 such damage or destruction shall be assigned in writing by Seller to Buyer.
128 3. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the
129 day of possession.
130
- 131 J. **SURVEY:** Buyer shall receive a (check one) **SURVEYOR LOCATION REPORT**, which is a survey where corner
132 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to closing;
133 **WAIVED**, no survey unless required by lender; at (Check one) **Buyer's expense (including in allowance, if provided)**
134 **Seller's expense** **Shared equally and ordered by** **Buyer** **Seller** **Other** _____. The survey shall (1) be
135 received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
136 improvements and easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers,
137 and all licensees associated with Brokers are released from any and all liability relating to any issues that could have
138 been discovered by a survey. This release shall survive the closing.
139
- 140 K. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
141 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or
142 require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding
143 the need for flood insurance and possible premium increases. Buyer may may not terminate this Agreement if the
144 Property requires flood insurance.
145
- 146 L. **BUILDING USE LIMITATIONS:** Buyer may may not terminate this Agreement if the Property is subject to building
147 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer
148 shall have _____ after acceptance of this Agreement to satisfy this
149 contingency.
150
- 151 M. **INSPECTIONS: (Check appropriate paragraph number)**
152 Buyer has been made aware that independent inspections disclosing the condition of the property may be conducted and
153 has been afforded the opportunity to require such inspections as a condition of this Agreement.
154
- 155 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
156 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination
157 and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and
158 all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.
159 Inspections required by law, FHA/VA, down payment assistance program or by lender are not included in this waiver.
160 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** Buyer reserves the right to have
161 independent inspections. All inspections shall be:
162 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
163 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by Buyer
164 within the following time periods.
165
- 166 **INSPECTION/RESPONSE PERIOD:**
167 **A. INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement.
168 Buyer shall have _____ days beginning the day following the date of
169 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection
170 Response").
171 **B. SCOPE OF INSPECTION:** Inspections may include but are not limited to the following: water, storm and waste
172 sewer, well/septic, soil analysis, site analysis, geotechnical, other: _____.
173 **C. ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals any condition that requires further examination
174 or testing, then Buyer shall notify Seller in writing and have _____ **additional days from the deadline listed**
175 **above to order, receive and respond in writing to all inspection reports.**

(Property Address)

176 **D. INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make a
177 written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall
178 be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other
179 an acceptance of the inspection response, whether or not granted. A reasonable time period to respond is required to
180 prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods include, but are
181 not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding
182 party to obtain additional opinions to formulate a response.

183 **E. IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
184 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
185 2. Give the Seller the opportunity to remedy the defect(s).

186 **F. SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
187 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate
188 this Agreement or waive such defect(s) and the transaction shall proceed toward closing. Seller may terminate this
189 Agreement by submitting a Mutual Release if Buyer chooses to further negotiate with subsequent Inspection
190 Response(s).

191 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
192 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
193 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
194 the premises.

195 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or
196 routine maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this
197 agreement.

198 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
199 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
200 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
201 other biological contaminants. This release shall survive the closing.
202

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

210 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
211 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance, if
212 provided) Seller Shared equally.

213 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
214 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
215 allowance, if provided) Seller Shared equally Other _____
216
217
218

219 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
220 order the commitment immediately or other: _____
221

222 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition
223 of this Agreement.
224

225 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
226 and vendor's affidavit), so that marketable title can be conveyed.
227

228 **O. TAXES: (Check appropriate paragraph number)**
229 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
230 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all
231 taxes for the Property payable before that date.
232 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to
233 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
234 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing
235 Date.
236

237 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
238 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates.
239 This shall be a final settlement.
240

241 **P. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
242 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
243 writing to a different date and/or time. Unless otherwise stated, all time periods shall begin the day after the acceptance of
244 this Agreement.
245

246 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
247 **delivery of such offer/Counter Offer.**
248

249 **Q. COMMUNITY ASSOCIATION ("Association"):** If the property is located in a community governed by a mandatory
250 homeowners association, the following must be provided by the Seller to Buyer within ___ days after acceptance
251 of this Agreement, but not later than ten (10) days prior to closing pursuant to I.C. 32-21-5-8.5: 1. A disclosure that
252 the property is in a community governed by a homeowners association; 2) A copy of the recorded governing
253 documents; 3) a statement indicating there are assessments and the amount of any assessments; 4) The following
254 information about a board member, homeowners association agent, or other person who has a contract with the
255 homeowners association to provide any management services for the homeowners association: (A) the name. (B)
256 the business or home address. Brokers are not responsible for obtaining, verifying or interpreting this information. The
257 parties agree that Brokers and their companies shall be released and held harmless from any and all liability arising
258 out of or related to these documents.
259

260 If the Buyer does not make a written response to the documents within _____ days after receipt, the documents shall be
261 deemed acceptable. In the event the Buyer does not accept the provisions in the documents and the provisions cannot
262 be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer
263 promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within ___ days
264 after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes
265 of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one
266 time reserve fees, if any, shall be paid by Buyer.
267

268 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
269 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions**
270 **that could affect the Property.**
271

272 **R. PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the Property is
273 subject to and affected by certain recorded protective restrictions, covenants, limitations and easements ("Covenants"),
274 Seller shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the Property is in a recorded
275 subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments and replats.
276

277 **S. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
278 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to
279 recover court costs and reasonable attorney's fees from the non-prevailing party.
280

281 **T. ENVIRONMENTAL REPRESENTATIONS OF SELLER.** To Seller's best knowledge, based on an inquiry of those
282 persons directly responsible for gathering the information, there does not currently exist any actual or potential
283 contamination of the soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic substance
284 or their constituents, or any underground tanks on the Property other than for the use of motor fuel or heating oil for use
285 and consumption of Seller on the premises, and no environmental filings have been made concerning the Property with
286 any governmental agency.
287

288 To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information, Seller has
289 complied at all times with all applicable federal, state and local environmental laws and regulations.
290

291 **U. FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race,
292 color, national origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Brokers will not prepare,**
293 **review, or submit personal information letters, including photographs, from Buyer to Seller.** The National
294 Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual
295 orientation or gender identity."

296 **V. MISCELLANEOUS:**

- 297 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits,
 298 association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
 299
- 300 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
 301 Broker is not responsible for providing or verifying this information.
 302
- 303 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
 304 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
 305
- 306 4. The Indiana Sheriff's Sex Offender Registry exists (www.indianasheriffs.org) to inform the public about the identity,
 307 location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying
 308 this information.
 309
- 310 5. Conveyance of this Property shall be by general Warranty Deed, or by _____,
 311 _____ subject to
 312 taxes; easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
 313
- 314 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will
 315 pay applicable tax obligation.
 316
- 317 7. Any notice required or permitted to be delivered, shall be deemed received when personally delivered, transmitted
 318 electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return
 319 receipt requested, addressed to Seller or Buyer or the designated agent of either party.
 320
- 321 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon
 322 the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns. Buyer may
 323 not assign this Agreement without the consent of Seller.
 324
- 325 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
 326 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 327
- 328 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
 329 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written
 330 consent.
 331
- 332 11. All rights, duties and obligations of the parties shall survive the passing of title to, or Property.
 333
- 334 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
 335 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
 336 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to
 337 select providers other than those referred or recommended to them by Broker(s). The parties agree that Brokers
 338 and their companies shall be released and held harmless in the event of claims disputes with any service provider.
 339
- 340 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
 341 information regarding this transaction may be published in a listing service, Internet or other advertising media.
 342
- 343 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until
 344 this transaction is closed.
 345
- 346 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message and
 347 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
 348
- 349 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.
 350
- 351 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 352

353 **W. FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda):** _____

354 _____

355 _____

356 _____

357 _____

358 _____

359 _____
360 _____
361 _____
362 _____

363 **X. ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that each has
364 received agency office policy disclosures, has had agency explained and now confirms all agency relationships. Buyer and
365 Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
366

367 **Y. CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they
368 may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it
369 relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer,
370 environmental engineer, or other person, with experience in evaluating the condition of the Property.
371

372 **Z. EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____
373 AM PM Noon on _____, this Purchase Agreement shall be null
374 and void and all parties shall be relieved and released of any and all liability or obligations.
375

376 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
377 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall
378 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent forms,
379 amendments and addenda may be transmitted between them electronically or digitally. The parties intend that electronically
380 or digitally transmitted signatures constitute original signatures and are binding on the parties. The original documents shall
381 be promptly delivered, if requested.
382

383 **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause,
384 the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other
385 legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have
386 the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A
387 material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability
388 for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary
389 damages in addition to loss of Earnest Money.
390

391 **By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt
392 of a signed copy.**
393

394 BUYER'S SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____
395 _____
396 PRINT _____ PRINT _____

397 **SELLER'S RESPONSE: (Check appropriate paragraph):**
398 **On _____, at _____ AM PM Noon**

- 399 **1. The above offer is Accepted.**
- 400 **2. The above offer is Rejected.**
- 401 **3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the
402 Counter Offer.**

403 **By signature below, the parties verify that they understand and approve this Purchase Agreement and
404 acknowledge receipt of a signed copy.**

405 SELLER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
406 _____
407 PRINTED _____ PRINTED _____



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