

Listing Broker (Co.) Ness Bros Realtors & Auctioneers () By J. Kyle Ness ()

Office code

individual code

Selling Broker (Co.) () By ()

Office code

individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

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

1 Date: 07/15/2020

2
3 A. **BUYER:** _____ ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms,
5 provisions, and conditions:
6

7 B. **PROPERTY:** The property ("Property") is known as 806 Polk Street
8 in _____ Township, Huntington County County, Huntington
9 Indiana, 46750 (zip code) legally described as: 014-3382-00 Roches Add Pt Lot 23 Tract 1

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

18
19 EXCLUDES THE FOLLOWING: _____
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 not applicable.
23 The terms of this Agreement will determine what items are included/excluded, **not** the Seller's Disclosure Form,
24 multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of
25 closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities
26 if material.
27

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

34 D. **EARNEST MONEY:**

35 1. **SUBMISSION:** Buyer submits \$ _____ U.S. Dollars as earnest money which shall be
36 applied to the purchase price at closing. If not submitted with Purchase Agreement, Earnest money shall be
37 delivered to Escrow Agent within 24 hours days after acceptance of offer to purchase.
38 Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance
39 of the Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money
40 into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money
41 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit
42 Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow
43 Agent's receipt of the Earnest Money.

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

806 Polk Street, Huntington, IN 46750
(Property Address)

54 3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
56 retains all 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 and
58 conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which
59 may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may
60 include specific performance and monetary damages in addition to loss of Earnest Money.

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

62 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer
63 to provide proof of funds submitted with offer within _____ days of acceptance.
64 Buyer will will not have an appraisal.

65 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

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

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

76 3. **ASSUMPTION: (Attach Financing Addendum)**

77 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**

78 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

79
80 F. **TIME FOR OBTAINING FINANCING:**

81 1. **APPLICATION:** Within _____ days after the acceptance of this Agreement, Buyer agrees to make written
82 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
83 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
84 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**

85 2. **APPROVAL:** No more than _____ days after acceptance of this Agreement shall be allowed for obtaining loan
86 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
87 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.
88

89 G. **CLOSING:**

90 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before 08/15/2020, or
91 within _____ days after _____, whichever is later or this Agreement
92 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
93 date above must be by mutual written agreement of the parties.

94 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
95 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.

96 3. **CONTINGENCY:** This Agreement:

97 is not contingent upon the closing of another transaction;

98 is contingent upon the closing of the pending transaction on Buyer's property located at _____
99 _____ scheduled to close by _____.

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.

103 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
104 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
105 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
106 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
107 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
108 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
109 and the actual cost incurred shall appear on the closing statement.

110 5. **WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide**
111 **nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM**
112 **BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with**
113 **Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such**
114 **requests may be part of a scheme to steal funds or use your identity.**

- 115 H. **POSSESSION:**
116 1. The possession of the Property shall be delivered to Buyer **at closing** **within** _____ **days beginning**
117 **the day after closing by** _____ **AM** **PM** **noon or** **on or before** _____ **if closed.**
118 For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ 0.00 U.S.
119 Dollars per day. If Seller does not deliver possession by the date and time required in the first sentence of this
120 paragraph, Seller shall pay Buyer \$ 100.00 U.S. Dollars per day as **liquidated damages** until possession
121 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
122 2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its **possession** is
123 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing
124 to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property**
125 **not included in the sale.**
126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
128 closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money**
129 **to buyer or (b) elect to close the transaction**, in which event Seller's right to all real property insurance proceeds
130 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
131 4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the
132 day of **possession.**
133
134 I. **SURVEY:** Buyer shall receive a **(Check one)** **SURVEYOR LOCATION REPORT**, which is a survey where corner
135 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to
136 closing; **WAIVED**, no survey unless required by lender; at **(Check one)** **Buyer's expense (included in**
137 **allowance, if provided)** **Seller's expense** **Shared equally.** The survey shall (1) be received prior to closing and
138 certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and
139 easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees
140 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by
141 a survey. This release shall survive the closing.
142
143 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
144 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums
145 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents
146 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not** terminate this
147 Agreement if the Property requires flood insurance.
148
149 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not** terminate this Agreement if the Property is subject to building
150 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer
151 shall have _____ after acceptance of this Agreement to satisfy this contingency.
152
153 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
154 obtain a favorable written commitment for homeowner's insurance within 21 days after acceptance of this
155 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.
156
157 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
159 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
160 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
161 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
162 problems, particularly in persons with immune system problems, young children and/or the elderly.
163
164 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its
165 environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at
166 harmful levels is through inspections.
167
168 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
169 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**
170 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**
171 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**
172 **release shall survive the closing.**
173
174 N. **INSPECTIONS: (Check one)**
175
176 **Buyer has been made aware that independent inspections disclosing the condition of the property may be**
177 **conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.**

806 Polk Street, Huntington, IN 46750
(Property Address)

- 178 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
179 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
180 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
181 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which
182 release shall survive the closing. Required FHA/VA or lender inspections are not included in this
183 waiver.
184
- 185 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
187 Buyer's lender(s). All inspections shall be:
188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
190 Buyer within the following time periods.
191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all
192 areas of the Property available and accessible for Buyer's inspection.
193
- 194 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 A. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
198 Agreement. Buyer shall have _____ days beginning the day following the date of acceptance of the Purchase
199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
- 200 B. **SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
204 _____.
- 205 C. **ADDITIONAL INSPECTION:** If the INITIAL inspection report reveals the presence of lead-based paint, radon, mold
206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
207 shall notify Seller in writing and have _____ additional days from the deadline listed above to order,
208 receive and respond in writing to all inspection reports.
- 209 D. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
216 need of responding party to obtain additional opinions to formulate a response.
- 217 E. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
219 2. Give the Seller the opportunity to remedy the defect(s).
- 220 F. **SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
- 223 G. **DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
226 the premises.
- 227 H. **PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
- 229 I. **INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
232 other biological contaminants. This release shall survive the closing.
233
- 234 O. **LIMITED HOME WARRANTY PROGRAM:**
235 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
236 which will will not be provided at a cost not to exceed \$ _____ U.S. Dollars charged to Buyer
237 Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY
238 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home
239 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home
240 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers
241 and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
242 Provider.

- 243 P. **DISCLOSURES: (Check one)**
244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
245 SALES DISCLOSURE.
246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
247 AND ACKNOWLEDGEMENT.
248

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

256 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
257 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
258 if provided) Seller Shared equally.
259
260

261 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
262 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
263 allowance, if provided) Seller Shared equally Other _____
264

265 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
266 order the commitment immediately or other: _____
267
268

269 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
270 Agreement.
271
272

273 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
274 and vendor's affidavit), so that marketable title can be conveyed.
275

276 R. **TAXES: (Check appropriate paragraph number)**

- 277 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
278 _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
279 the Property payable before that date.
280 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
281 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
282 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
283 3. For recent construction or other tax situations. Seller will give a tax credit of
284 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
285

286 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
287 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates.
288 This shall be a final settlement.
289

290 **WARNING:**

291 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
292 the last tax bill available to the closing agent.
293

294 *Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
295

296 *Buyer may apply for current-year exemptions/credits at or after closing.
297

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

305 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
306 completed after the date of this Agreement.
307

308 T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
309 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
310 writing to a different date and/or time.
311

312 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
313 **delivery of such offer/Counter Offer.**
314

315 U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
316 membership association shall be delivered by the Seller to Buyer within _____ days after acceptance of this
317 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
318 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
319 released and held harmless from any and all liability arising out of or related to these documents.
320

321 If the Buyer does not make a written response to the documents within _____ days after receipt, the documents
322 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
323 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
324 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
325 within _____ days after Buyer's approval of the documents. Fees charged by the "Association", or its management
326 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
327 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
328

329 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
330 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
331 **Property.**
332

333 V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
334 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
335 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
336

337 W. **ADDITIONAL PROVISIONS:**
338

- 339 1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association
340 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
341
- 342 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
343 insurance. Broker is not responsible for providing or verifying this information.
344
- 345 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
346 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
347
- 348 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
349 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or
350 verifying this information.
351
- 352 5. Conveyance of this Property shall be by general Warranty Deed, or by _____
353 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
354
- 355 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act,
356 Seller will pay applicable tax obligation.
357
- 358 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted
359 electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return
360 receipt requested, addressed to Seller or Buyer or the designated agent of either party.
361
- 362 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
363 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

806 Polk Street, Huntington, IN 46750
(Property Address)

- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
 365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 366
- 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
 368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
 369 written consent.
 370
- 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
 372 Property.
 373
- 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
 375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
 376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
 377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
 378 companies shall be released and held harmless in the event of claims disputes with any service provider.
 379
- 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
 381 information regarding this transaction may be published in a listing service, Internet or other advertising media.
 382
- 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
 384 until this transaction is closed.
 385
- 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
 387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
 388 contrary.
 389
- 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.

391
 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** The Residential Disclosure, Lead Based Paint, Ness Bros. Office Policy,
 395 and Auction Terms addenda are part of this agreement.
 396 _____
 397 _____
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____
 403 _____
 404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that. prior to signing this
 406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
 413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____
 415 AM PM Noon, on 07/17/2020, this Purchase Agreement shall be null
 416 and void and all parties shall be relieved of any and all liability or obligations.
 417

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

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

428 [Signature Box] [Signature Box]
429 [Signature Box] [Signature Box]

430 BUYERS SIGNATURE DATE BUYER'S SIGNATURE DATE

431
432

433 PRINTED PRINTED

434
435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

436
437 On _____ at _____ AM PM Noon

- 438
439 1. The above offer is Accepted.
440
441 2. The above offer is Rejected.
442
443 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
444 Offer.
445
446

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

449 [Signature Box] [Signature Box]
450 [Signature Box] [Signature Box]

451 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

452
453 J. Kyle Ness J. Kyle Ness
454 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 2020



806 Polk Street, Huntington, IN 46750
(Property Address)