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December 2023

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Notes:

Underlined green text means that language has been added.

~~Struck through red text~~ means that language has been removed.

Boxed text with an arrow means that the language was previously included where the arrow begins, and has now moved to the location of the box.

BUYER'S EARLY OCCUPANCY AGREEMENT

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

1 **DATE:** _____

2 This is an Agreement between:

3 **BUYER(s):** _____

4 and **SELLER(s):** _____

5 Street Address: _____

6 City: _____ State: _____ Zip Code: _____ County: _____

7 **NATURE AND PURPOSE:** This Agreement gives the Buyer(s) permission to access and occupy the Property
8 before the closing of the PURCHASE AGREEMENT.

9 **OCCUPANCY DATE:** Seller(s) agrees to deliver occupancy of the Property to the Buyer(s) at

10 _____ ☐ A.M. ☐ P.M. on _____, _____.

11 **CONSIDERATION:** In consideration of Seller(s) granting Buyer(s) access to occupy the Property, Buyer(s)
12 shall pay Seller(s) a "Move-In Fee" of \$ _____ per day beginning on the Occupancy Date and
13 continuing through the closing date or the date that Buyer(s) vacates the Property, whichever occurs first.
14 Buyer(s) shall pay Seller(s) the Move-In Fee charges in full on Occupancy Date. If the PURCHASE
15 AGREEMENT is not closed by the scheduled closing date, Buyer(s) shall pay additional Move-In Fee charges
16 in advance to Seller(s) weekly. Seller(s) shall refund to Buyer(s) any unearned Move-In Fee charges at the
17 closing.

18 **EARNEST MONEY:** When Buyer(s) signs this Agreement, Buyer(s) agrees earnest money of
19 \$ _____ currently held with _____ is to be
20 ☐ **Refundable** ☐ **Nonrefundable** to the Buyer(s) if sale is not finalized. At closing, this amount shall be
21 considered as part of the payment required under the PURCHASE AGREEMENT and shall be credited
22 against the purchase price.

23 ~~**MOVE-IN FEE:** Buyer(s) shall pay Seller(s) \$ _____ per day beginning on the Occupancy Date~~
24 ~~and continuing through the closing date or the date that Buyer(s) vacates the Property, whichever occurs first.~~
25 ~~Buyer(s) shall pay Seller(s) the Move-In Fee charges in full on Occupancy Date. If the PURCHASE~~
26 ~~AGREEMENT is not closed by the scheduled closing date, Buyer(s) shall pay additional Move-In Fee charges~~
27 ~~in advance to Seller(s) weekly. Seller(s) shall refund to Buyer(s) any unearned Move-In Fee charges at the~~
28 ~~closing.~~

29 **INSURANCE:** Buyer(s) and Seller(s) shall consult with their respective insurance companies.
30 Seller(s) shall purchase and maintain casualty insurance coverage on the Property to be effective through the
31 closing date. Buyer(s) shall purchase and maintain liability insurance to be effective from the Occupancy Date
32 and naming Seller(s) and Seller's mortgagee(s), if any, as additional insured. Before taking occupancy of the
33 property according to the terms of this Agreement, Buyer(s) shall deliver to Seller(s) an insurance binder in
34 compliance with the provisions of this Agreement. Buyer(s) shall assume responsibility for Buyer's personal
35 property insurance.

36 **WALK-THROUGH/INSPECTION:** Buyer(s) has the right to walk through and inspect the Property prior to
37 the Occupancy Date to establish that the Property is in substantially the same condition as of the date of the
38 PURCHASE AGREEMENT.

39 **UTILITIES:** Buyer(s) agrees to place all utility services in Buyer's name effective on the Occupancy Date and
40 to pay all bills in a timely manner for utility services during the period of Buyer's occupancy.

41 **USE OF PROPERTY:** Buyer(s) shall occupy the Property exclusively as Buyer's personal residence during
42 the term of this Agreement. Buyer(s) shall make no alterations to the existing buildings or improvements on
43 the Property nor make any other improvements on the Property during the term of this Agreement without
44 first obtaining the written consent of Seller(s). Buyer(s) shall neither assign Buyer's rights nor sublease the
45 Property under this Agreement.

46 **MAINTENANCE:** ~~Buyer(s) shall be responsible for all repairs and maintenance of the Property.~~ Buyer(s) shall
47 maintain the Property and personal property in reasonable repair and order. Buyer(s) shall be responsible for
48 all repairs and damage to the Property caused by Buyer(s) or their invitees and personal property covered by
49 the PURCHASE AGREEMENT from and after the Occupancy Date. ~~Buyer(s) shall maintain the Property and~~
50 ~~personal property in reasonable repair and order.~~ Said repairs shall be made in a timely and workmanlike
51 manner and at the Buyer's expense. Seller(s) understands that Seller(s) is responsible for the structural
52 components of the Property, unless damaged by the Buyer(s). Structural components include, but are not
53 limited to, overall exterior of the structure(s), the roof, drain tile and septic systems, and the HVAC, electrical
54 and plumbing systems.

55 **QUIET ENJOYMENT:** Seller(s) agrees that upon Buyer's performance of Buyer's obligation in this
56 Agreement, Buyer(s) shall peacefully and quietly have, hold, and enjoy the Property according to this
57 Agreement.

58 **TERMINATION:** If the PURCHASE AGREEMENT is cancelled or terminated, Buyer(s) shall leave the
59 Property and give possession to Seller(s) within seven (7) days ~~from the date of Seller's written notice to leave~~
60 ~~and this Agreement shall end of the cancellation or termination of the PURCHASE AGREEMENT, whichever~~
61 ~~is later. Notice is considered given on the date mailed to Buyer(s) at the above address.~~ If Buyer(s) fails to
62 remove all debris and all personal property, then the Seller(s) shall have the right to remove and dispose of
63 all such remaining property, and the Buyer(s) shall be responsible to reimburse the Seller(s) for all expenses
64 incurred in such removal and disposal. Buyer(s) shall leave the Property substantially in the same condition
65 as prior to possession being delivered to Buyer(s). If Buyer(s) fails to leave the Property and give possession
66 to Seller(s), Seller(s) is authorized to take any action permitted by law to recover possession of the Property.
67 Buyer(s) shall pay Seller(s) for Seller's loss of use in the amount of \$_____ per day,
68 beginning with the date Buyer(s) was to provide possession to Seller(s) and all reasonable costs which result
69 from obtaining possession of the Property and enforcing the terms of the Agreement, including reasonable
70 attorney's fees.

71 **ATTORNEYS FEES:** In any action or proceeding involving a dispute between the Buyer(s) and Seller(s)
72 arising out of this Agreement but excluding any action or proceeding by Seller(s) for unlawful detainer, the
73 prevailing party shall be entitled to reasonable attorney fees.

74 **HOLD HARMLESS:** Commencing on the date of the final signature below, Buyer(s) ~~agrees to hold Seller(s),~~
75 ~~Broker(s) and Agent(s) in this transaction and Seller(s) agree to hold the Broker(s) and Agent(s)~~ harmless from
76 any claims of damages, loss or injury to ~~the either~~ Buyer(s) or Seller(s), their invitees, or any property occurring
77 on the premises. Buyer(s) shall hold Seller(s) harmless from any claims of damages, loss or injury to the
78 Buyer(s), their invitees, or to any property occurring on the premises.

79 **OTHER:**

80

81

82

83

84

85

86 All other terms and conditions of the PURCHASE AGREEMENT shall remain the same.

87

88 _____
Buyer Signature Date

Seller Signature Date

89

90 _____
Buyer Signature Date

Seller Signature Date

Note: The entirety of the "Other" box and subsequent signatures appear on Page 2 of the updated form; they fall onto Page 3 in this version because of the additional redlined text included.

COUNTEROFFER ADDENDUM

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1 **DATE:** _____

2 This Counteroffer Addendum does not include the terms or conditions in any other counteroffer.

3 This Counteroffer amends the PURCHASE AGREEMENT dated _____ between:

4 **SELLER(s):** _____ and

5 **BUYER(s):** _____

6 Street Address: _____

7 City: _____ State: _____ Zip Code: _____ County: _____

8 All terms and conditions remain the same, as stated in the PURCHASE AGREEMENT, except the following: (Select
9 appropriate changes from original PURCHASE AGREEMENT.)

10 ☐ Purchase price shall be \$ _____ (and corresponding FHA Escape Clause sales
11 price, if applicable).

12 ☐ Earnest money shall be a total of \$ _____.

13 ☐ Seller contribution (as described in the PURCHASE AGREEMENT) shall be up to \$ _____.

14 ☐ Closing date shall be on or before _____.

15 ☐ Possession shall be on _____.

16 ☐ Other: _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 **TIME OF ESSENCE:**

26 Time is of the essence in this Counteroffer Addendum. This means that all completion dates are intended to be strict and
27 absolute.

28 This Counteroffer Addendum shall remain available for acceptance, on or before

29 _____ at _____ ☐ AM ☐ PM, or until revoked by either party.

30 **SIGNATURES:**

31 _____
32 Buyer Signature Date Seller Signature Date

33 _____
34 Buyer Signature Date Seller Signature Date

35 THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). BUYER(S) AND SELLER(S) HAVE A
36 RIGHT TO SEEK LEGAL AND TAX ADVICE.

EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

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1 **DATE:** _____

2 This Exclusive Right to Represent Buyer Agreement ("Agreement") is between:

3 **BUYER(s):** _____

4 and **BROKER:** _____.

5 This Agreement gives the Broker the exclusive right to locate, and/or negotiate for the purchase, exchange, lease, or option
6 to purchase ("Purchase") property at a price and with terms acceptable to Buyer(s). This Agreement starts on

7 _____ and ends at 11:59 P.M. on _____.

8 **GENERAL NATURE OF PROPERTY:** This Agreement shall apply to the Purchase of real property (which may include
9 items of personal property) described in the general terms as follows:

10 General type of property including new construction: (Check all that apply)

11 ☐ Residential/Personal ☐ Residential/Investment ☐ Commercial/Industrial

12 ☐ Recreation ☐ Farm Land ☐ Vacant Land

13 ☐ Address: _____

14 **BROKER'S OBLIGATION:** Broker will:

- 15 a) Make reasonable effort to locate and/or show property acceptable to Buyer(s) through the use of the Multiple
16 Listing Service (MLS) or brought forth by the Buyer(s);
17 b) Use professional knowledge and skills to assist in negotiations for Purchase of the property;
18 c) Assist Buyer(s) throughout transaction and comply with all applicable fair housing and non-discrimination
19 regulations;
20 d) Act exclusively in Buyer's best interest

21 **BUYER'S OBLIGATION:** Buyer(s) will:

- 22 a) Work exclusively with Broker for Purchase of property;
23 b) Provide Broker with accurate and relevant personal financial information to determine Buyer's ability to
24 Purchase property;
25 c) Agree to conduct all negotiations for the property through Broker;
26 d) Cooperate with Broker in finding a property to Purchase. After a Purchase Agreement has been accepted by
27 Seller(s), Buyer(s) is legally obligated to Purchase the property. If Buyer(s) refuses to close the Purchase for any
28 reason other than the failure of Seller(s) to perform or contingencies not being removed or met, Buyer(s) will pay
29 Broker all compensation due under this Agreement.

30 **BROKER COMPENSATION:** In consideration of the services to be performed by the Broker, the Buyer(s) agrees to pay
31 the Broker as follows (Check all that apply):

- 32 1) ☐ Buyer(s) agrees to pay Broker a retainer fee of \$_____ at the commencement of this Agreement,
33 and such fee shall be kept by Broker whether or not Buyer(s) Purchases property. The retainer fee shall apply
34 toward satisfaction of any obligation to compensate Broker.
35 2) ☐ Buyer(s) shall pay Broker, as Broker's compensation, _____ percent (%) of the purchase price or
36 \$_____, whichever is greater, when Buyer(s) closes the Purchase, if:
37 a. Buyer(s) Purchases or agrees to Purchase a property before the expiration of this Agreement even if
38 Buyer(s) does not use Broker's services; or
39 b. Within _____ calendar days after the end of this Agreement:
40 i. the Buyer(s) Purchases property which either the Broker or the Broker's Agent(s) has physically
41 shown the Buyer(s) or;
42 ii. the Buyer(s) has made an affirmative showing of interest to the Broker or the Broker's Agent(s)
43 before the end of the Agreement.
44 iii. the Buyer(s) will not be obligated to pay a fee to the Broker if, upon expiration or termination of
45 this Agreement, the Buyer(s) has entered into another valid agreement to represent Buyer(s)
46 pursuant to which the Buyer(s) is obligated to pay a fee or commission to that broker for
47 Purchase of real property.

Broker is authorized to negotiate and receive compensation paid by Seller(s), or Broker representing or assisting Seller(s). Any compensation accepted by Broker from Seller(s), or Broker representing or assisting Seller(s) ☐ **SHALL** ☐ **SHALL NOT** reduce any obligation of the Buyer(s) before paying the compensation by the amount received by Seller(s) or Broker.

Before Buyer(s) signs a Purchase Agreement, Broker will disclose to Buyer(s), in writing, the amount of commission to be paid.

Caution: Buyer's actions in locating a property may affect payment of compensation by Seller(s) and may therefore obligate Buyer(s) to pay all or part of the compensation in cash at closing (i.e. the signing of a Purchase Agreement through another Broker or with the Owner, as in "For Sale By Owner") may require Buyer(s) to pay the full amount of compensation due to the Broker.

CLOSING SERVICES:

After a Purchase Agreement for property is fully executed, arrangements must be made to close the transaction. Buyer(s) understands that no one can require Buyer(s) to use a particular person to conduct the closing and Buyer(s) may arrange for another qualified person, including Buyer's attorney. The real estate Broker, real estate Agent(s), or real estate closing agent, has not, and under applicable state law, may not, express opinions regarding the legal effect of the closing documents or of the closing itself.

Buyer(s) instructs Broker as follows (Check one):

- ☐ Buyer(s) requests Broker arrange for closing services. Broker will give Buyer(s) written disclosure of any controlled business arrangement Broker has with closing services selected.
- ☐ Buyer(s) will arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

APPOINTED AGENCY REPRESENTATION: The Broker will appoint to the Buyer(s), in writing, a licensed Agent(s) who will be acting as the Buyer's Appointed Agent(s) to the exclusion of all other affiliated licensed Agent(s) of the Broker. By agreeing to Appointed Agency, the Buyer(s), the Broker, the Agent(s) of the Broker and the Appointed Agent(s) named below are considered to possess only actual knowledge and information. By an act of North Dakota Law, the definitions regarding Appointed Agency make it clear that there is no imputed knowledge or information between the Buyer(s), the Broker, the Broker's Agent(s), or the named Appointed Agent(s).

____ ("Appointed Agent(s)"), an affiliated licensed Agent(s) of the Broker, is appointed to act solely as an Agent(s) for the Buyer(s) unless they personally represent the Seller(s), in which event, the Appointed Agent(s) is considered a Dual Agent (see Lines 89-104) in this transaction only. Buyer's designated Appointed Agent(s) is obligated not to reveal any confidential information obtained from the Buyer(s) to other licensed Agent(s), except to the Broker in charge of the oversight of the Buyer's transaction.

It is understood that the Broker may appoint another Agent(s) for the Buyer(s) during the term of this Agreement if:

1. The Appointed Agent(s) is not able to fulfill the terms of this Agreement, and/or
2. The Buyer(s) and the Broker mutually agree to the appointment of another Agent(s). An appointment of another Agent(s) as a new or additional Agent(s) does not relieve the first Appointed Agent(s) of any of the duties owed to the Buyer(s) as previously described in this Agreement.

Having read and understood this information about Appointed Agency, Buyer(s) now instructs Broker as follows:

Buyer(s) ☐ **accepts** ☐ **does not accept** a possible Appointed Agent Representation.

	Date		Date
Buyer Signature		Agent Signature	

	Date
Buyer Signature	

DUAL AGENCY REPRESENTATION: Dual Agency means the Broker represents both Buyer(s) and Seller(s) and owes the same duties to both parties. This agency relationship will prohibit the Broker from advocating exclusively for either party. Dual Agency will limit the level of representation the Broker can provide. Confidential information communicated by Buyer(s) or Seller(s) to the Broker in regard to price, terms, or motivation will remain confidential unless Buyer(s) or Seller(s) instructs the Broker in writing of specific information to disclose. All other information may be shared. The Broker cannot act as a Dual Agent unless both Seller(s) and Buyer(s) agree.

By agreeing to a **possible** Dual Agency, Buyer(s) may be giving up the right to exclusive representation in a transaction where the Agent(s) representing Seller(s) and Buyer(s) work for the same Brokerage or when one Agent(s) is representing both Seller(s) and Buyer(s).

98 By **not** agreeing to a **possible** Dual Agency, Buyer(s) will be giving up the opportunity to view and Purchase property
99 listed by Buyer(s) Agent's Brokerage, unless Appointed Agency applies.

100 Buyer(s) ☐ **accepts** ☐ **does not accept** a possible Dual Agency Representation.

101				
102	_____ Buyer Signature	_____ Date	_____ Agent Signature	_____ Date

103		
104	_____ Buyer Signature	_____ Date

105 **OTHER POTENTIAL BUYER(S):** Broker may represent or work with other potential Buyer(s) for the same property
106 before, during, and after the expiration of this Agreement. Other potential Buyer(s) may consider, make offers or
107 Purchase through Broker the same or similar properties as Buyer(s) is seeking to acquire.

108 **EXCLUSIVE REPRESENTATION:** Buyer(s) represents to Broker that Buyer(s) has employed no other Broker to assist
109 in acquiring an interest in property that is within the scope of this Agreement and agrees to protect, defend, indemnify
110 and hold Broker harmless from the claims, liabilities and expenses, including reasonable attorney's fees, arising by reason
111 of a claim of any other Broker for compensation as a result of a transaction that is within the scope of this Agreement.

112 **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer(s) obtain a private home inspection to satisfy
113 Buyer(s) with the physical condition of the property. Furthermore, there are warranty programs available for some
114 properties which Buyer(s) may wish to investigate prior to Purchase of any specific property.

115 **NONDISCRIMINATION:** The parties agree not to discriminate against any prospective Buyer(s) or Lessee(s) because of
116 race, color, religion, sex, handicap, familial status, national origin, or any additional protected class as provided by
117 respective state law.

118 **OTHER PROFESSIONAL SERVICES:** Buyer(s) acknowledges that Broker is retained solely as a real estate agent and
119 **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional
120 service advisor. Buyer(s) has been advised to seek professional advice concerning the condition of the property, legal, and
121 tax matters.

122 **CONFIDENTIAL OFFERS:** Buyer(s) is aware that Purchase Agreements generally are not confidential; and, in some
123 cases, Seller(s), in dealing with multiple offers, could make other Buyers aware of the existence and contents of Buyer's
124 Purchase Agreement. Buyer(s) is aware that Buyer(s) could make an offer on a property contingent upon confidentiality
125 prior to commencing negotiations with a Seller(s).

126 **ENFORCEMENT:** If either Buyer(s) or Broker brings an action for enforcement of this Agreement, the prevailing party
127 in such an action shall be entitled to recover all costs and expenses including reasonable attorney's fees and court costs.

128 **PREVIOUS AGENCY RELATIONSHIPS:** Broker and Agent(s) may have had a previous agency relationship with a
129 Seller(s) of a property Buyer(s) is interested in purchasing. Buyer(s) acknowledges that Buyer's Broker or Agent(s) is
130 legally required to keep information confidential regarding the ultimate price, terms the Seller(s) would accept, and
131 motivation for selling.

132 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** 26 U.S. Code § 1445 (hereinafter "FIRPTA")
133 requires a transferee (Buyer(s)) of a United States real property interest to withhold a tax from the proceeds of any
134 disposition of the real property interest if the transferor (Seller(s)) is a foreign person (any person other than a United
135 States person), unless an exception to the FIRPTA withholding requirements applies. Exemptions from the general rule
136 are set forth in the FIRPTA. Due to the complexity of the FIRPTA, both the Buyer(s) and the Seller(s) are advised to seek
137 appropriate legal and tax advice regarding FIRPTA compliance since failure to adhere to the FIRPTA withholding rules
138 could result in legal liability to both the Buyer(s) and Seller(s) and their Broker(s)/Agent(s) or qualified substitutes.

139 **SURVEILLANCE:** Properties may be under video/audio surveillance. It is advised that surveillance be disclosed,
140 however, it may not be.

141 ~~TERMINATION~~**CANCELLATION:** This Exclusive Right to Represent Buyer Agreement can be cancelled only with
142 mutual written consent of the parties.

143 **ADDITIONAL PROVISIONS:**

144 _____
145 _____
146 _____
147 _____

148 **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
149 transaction constitutes valid, binding signatures.

150 **CONVENIENCE FEE:** Buyer(s) may be charged a convenience fee(s) if electronically depositing earnest money and/or
151 wiring funds.

152 **CONSENT FOR COMMUNICATION:** Buyer(s) authorizes Broker and its representatives to contact Buyer(s) by mail,
153 phone, fax, text messaging (SMS), email, or other means of communication during the term of this Agreement and anytime
154 thereafter.

155 **ENTIRE AGREEMENT:** This Exclusive Right to Represent Buyer Agreement constitutes the entire Agreement between
156 the parties relating to the subject hereof, and any prior agreement, whether oral or written, are merged, and integrated
157 into this Agreement. Any modification to this Agreement shall be reduced to writing and signed by all parties.

158 I/We hereby certify that I/we have received a copy of this Agreement and agree to its terms.

159 **ACCEPTANCE:**

160 To be binding, this Agreement must be fully executed by all parties:

161	_____	_____	_____	_____
162	Buyer Signature	Date	Buyer Signature	Date
163	_____	_____	_____	_____
164	Buyer's Street Address		Buyer's Street Address	
165	_____	_____	_____	_____
166	City	State	Zip Code	City
167	_____	_____	_____	_____
168	Buyer's Phone		Buyer's Phone	
169	_____	_____	_____	_____
170	Buyer's Email		Buyer's Email	

171 _____
172 Brokerage Name

173 _____
174 Brokerage Phone

175 _____
176 Agent Printed Name

177 _____
178 Agent Signature

Date

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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

1 **DATE:** _____

2 This Exclusive Right to Sell Listing Agreement ("Agreement") is between:

3 **SELLER(s):** _____

4 and **BROKER:** _____.

5 **LISTING TERMS:** The Seller(s) hereby grants to the above named Broker the exclusive right to sell or exchange the
6 Property hereafter described, from the Agreement start date _____ to _____ at 11 :59 P.M.,
7 on the following terms. Seller(s) has the full and legal right to sell the Property and will sign all closing documents
8 (including a Warranty Deed or Contract for Warranty Deed) necessary to transfer to Buyer(s) marketable ownership of
9 the Property.

10 **PROPERTY ADDRESS:**

11 Street Address: _____

12 City: _____ State: _____ Zip Code: _____ County: _____

13 **LEGAL DESCRIPTION:** _____

14 _____

15 _____

16 _____

17 **LIST PRICE:** \$ _____ or at such price and terms as shall be acceptable to Seller(s).

18 Minerals, if owned, included: ☐ Yes ☐ No ☐ Unknown

19 Personal Property Included: _____

20 _____

21 Personal Property Excluded: _____

22 _____

23 Does Seller(s) have an Abstract? ☐ Yes ☐ No **OR** Title Insurance? ☐ Yes ☐ No Policy # _____

24 Is there a loan against the Property? ☐ Yes ☐ No If "Yes," are loan payments up to date? ☐ Yes ☐ No

25 Is a sign permitted on the Property? ☐ Yes ☐ No

26 Lock Box? ☐ Yes ☐ No Lock Box Location: _____

27 Seller(s) agrees the lockbox ☐ will ☐ will not be attached to the property. Seller(s) accepts all liability for any damage
28 or loss that may occur on the property as a result of lockbox not being securely attached.

29 Seller(s) has a contract with a ☐ Power Company ☐ Fuel Tank Rental ☐ Water Softener Service ☐ Rural Water
30 **Membership**

31 Terms: _____

32 Is there a functioning audio/visual surveillance system on the Property? ☐ Yes ☐ No If "Yes," Seller(s) agrees to post
33 notice of such at the entrance where potential Buyer(s) may enter the Property. Seller(s) understands that Broker must
34 disclose this information to all parties. Seller(s) should seek appropriate legal advice if Seller(s) intend to utilize technology
35 that may intercept audio or visual communications between persons other than Seller(s).

36 Is there a security system installed on the Property? ☐ Yes ☐ No If "Yes," Terms: _____

37 _____

38 Home Protection Plan: Seller(s) ☐ will ☐ will not provide a home protection plan.

39 Is there a well on the Property? ☐ Yes ☐ No If "Yes," see WELL DISCLOSURE.

40 Is there a subsurface sewer system/septic system on the Property? ☐ Yes ☐ No If "Yes," see PRIVATE SEWAGE
41 TREATMENT SYSTEM DISCLOSURE. Seller(s) has been informed that if there is a subsurface sewer system/septic
42 system on the Property, it may be required to meet certain federal, city, county, or state certification standards. Seller(s)
43 assumes responsibility for the inspection and will hold Broker harmless of any responsibility for said system.

44 Does Seller(s) currently have flood insurance? ☐ Yes ☐ No

45 Seller(s) understands that Broker intends to rely on the accuracy of the information Seller(s) furnishes, including
46 information about the condition of the Property. Seller(s) agrees to hold Broker harmless and defend Broker from any
47 costs, expenses, or damages, including attorney's fees incurred by Broker as a result of Seller's withholding information
48 from Broker or as a result of giving Broker any information which is incorrect.

49 This shall serve as the Seller's written notice granting the Broker or any authorized closing agent permission to obtain:

- 50 1.) mortgage and title policy information (i.e. mortgage balance, interest rate, payoff and/or assumption figures,
51 etc.) regarding any existing financing on this Property, and
52 2.) utility information.

53 **SELLER'S DUTIES:** The Seller(s) will:

- 54 a) cooperate with Broker in selling the Property, and authorizes Broker, Broker's Agent(s), and/or Agent(s) with
55 customers or clients to enter the Property for the purposes of showing/reviewing the Property at reasonable times;
56 b) promptly tell Broker about all inquiries received about the Property;
57 c) provide Homeowner's Association documents, if applicable;
58 d) provide and pay for any inspections and reports if required by any governing authority;
59 e) give the Buyer(s) an up-to-date abstract, or current owner's title insurance commitment, or mobile home
60 registration;
61 f) provide SELLER'S PROPERTY DISCLOSURE;
62 g) warrant appliances, heating, air conditioning, wiring, and plumbing on Property to be in working order on date
63 of closing, except _____;
64 _____;
65 h) remain responsible for security, maintenance, lawn care, snow removal, utilities, and insurance while Seller(s)
66 owns the Property; and
67 i) remain responsible for safekeeping, securing, and/or concealing any valuable personal property during showings
68 or open houses.

69 **BROKER AUTHORITY:** Seller(s) authorizes Broker to market the Property to the Public, obtain information relating to
70 the present mortgage(s) on the Property, and provide objective comparative market analysis information to potential
71 Buyer(s).

72 **MULTIPLE LISTING SERVICE AND INTERNET MARKETING:** Seller(s) understands the Broker is a member of a
73 Multiple Listing Service (MLS) and will give information to the MLS concerning the Property. Seller(s) grants Broker
74 access to the Property and authorizes Broker to market the Property including submission of data to a MLS.

75 Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No

76 Shall the listing address (house and unit numbers and street name) be displayed on the Internet? ☐ Yes ☐ No

77 Shall an automatic valuation of the Property listing or a link to an automated valuation be displayed adjacent to the
78 listing? ☐ Yes ☐ No

79 Shall comments or reviews of the Property by persons other than the displaying Broker be displayed with or attached as
80 a link to the listing data of the Property? ☐ Yes ☐ No

81 CONSENT FOR COMMUNICATION: Seller(s) authorizes Broker and Broker's representatives to contact Seller(s) by
82 mail, phone, fax, email, or other means of communication during the term of this Agreement and anytime thereafter.

83 MULTIPLE OFFER DISCLOSURE: Based on receiving a guide or other information regarding multiple offers, Seller(s)
84 now instructs Broker as follows:

85 ☐ Seller(s) agrees that the Listing Agent(s) should inform Agents in the event of a multiple offer situation.

86 ☐ Seller(s) does not want the Listing Agent(s) to disclose multiple offer situations to other Agent(s).

136 by Buyer(s) or Seller(s) to the Broker in regard to price, terms, or motivation will remain confidential unless Buyer(s) or
137 Seller(s) instructs the Broker in writing specific information to disclose. All other information may be shared. The Broker
138 cannot act as a Dual Agent unless both Seller(s) and Buyer(s) agree.

139 By agreeing to a **possible** Dual Agency, Seller(s) may be giving up the right to exclusive representation in a transaction
140 where the Agent(s) representing Seller(s) and Buyer(s) work for the same Brokerage or when one Agent is representing
141 both Seller(s) and Buyer(s).

142 By not agreeing to a **possible** Dual Agency: Seller(s) will be giving up the opportunity to show and sell the Property to a
143 Buyer(s) client from the same Brokerage as Seller's Agent, unless Appointed Agency applies.

144 Seller(s) ☐ **accepts** ☐ **does not accept** a possible Dual Agency Representation.

145 _____
146 Seller Signature Date Agent Signature Date

147 _____
148 Seller Signature Date

149 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** 26 U.S. Code § 1445 of the Internal Revenue
150 Code provides that a transferee ("Buyer(s)") of a United States real property interest must be notified in writing and must
151 withhold tax if the transferor ("Seller(s)") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer(s)
152 and Seller(s) agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller(s) shall
153 represent and warrant, under the penalties of perjury, whether Seller(s) is a "foreign person" (as the same is defined within
154 FIRPTA), prior to closing. Any representations made by Seller(s) with respect to this issue shall survive the closing and
155 delivery of the deed.

156 Buyer(s) and Seller(s) shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
157 reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
158 identification numbers or Social Security numbers.

159 Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
160 withholding the applicable tax, Buyer(s) and Seller(s) should seek legal and tax advice regarding FIRPTA compliance, as
161 the respective Broker(s)/Agent(s) representing or assisting either party will be unable to assure either party whether the
162 transaction is exempt from FIRPTA withholding requirements.

163 **NOTICES ~~AND NONDISCRIMINATION~~:** As of this date, Seller(s) ☐ **has** ☐ **has not** received notice from any
164 municipality, government agency, or homeowner's association about the Property that Seller(s) has not told the Broker
165 about, and Seller(s) agrees to promptly tell the Broker of any notice of that type should Seller(s) receive.

166 **NONDISCRIMINATION:** Seller(s) understands that Broker may not refuse to sell to, or discriminate in the terms,
167 conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable, or
168 not solicited from, any person due to that person's race, color, religion, sex, national origin, age, physical or mental
169 disability, family status, status with respect to marriage, or status with respect to public assistance. Seller(s) understands
170 further applicable laws, rules, or ordinances may include other protected classes of persons.

171 **ELECTRONIC SIGNATURES:** The Seller(s) agrees the electronic signature of any party on any document related to
172 this transaction constitutes valid, binding signatures.

173 **CLOSING SERVICES:** After the PURCHASE AGREEMENT for the Property is fully executed, arrangements must be
174 made to close the transaction. Seller(s) understands that no one can require Seller(s) to use a particular person to conduct
175 the closing and that Seller(s) may arrange for another qualified person, including Seller's attorney, to conduct the closing.
176 The real estate Broker, real estate Agent(s), or real estate closing agent, has not, and under applicable state law, may not,
177 express opinions regarding the legal effect of the closing documents or of the closing itself. Seller(s) has indicated Seller's
178 choice for closing services (Select one):

179 ☐ Seller(s) requests Broker arrange for closing services. Broker will give Seller(s) written disclosure of any controlled
180 business arrangement Broker has with the closing services Broker selects.

181 ☐ Seller(s) will arrange for a qualified closing agent or Seller's attorney to conduct the closing.

182 **OTHER PROFESSIONAL SERVICES:** Seller(s) acknowledges that Broker is retained solely as a real estate agent and
183 **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional
184 service advisor. Seller(s) has been advised to seek professional advice concerning the condition of the property, legal, and
185 tax matters.

CANCELLATION: This Exclusive Right to Sell Listing Agreement can be cancelled only with mutual written consent of the parties.

ADDITIONAL PROVISIONS: _____

ENTIRE AGREEMENT: This Exclusive Right to Sell Listing Agreement constitutes the entire Agreement between the parties relating to the subject hereof, and any prior agreement, whether oral or written, are merged, and integrated into this Agreement. Any modification to this Agreement shall be reduced to writing and signed by all parties.

I/We hereby certify that I/we have received a copy of this Agreement and agree to its terms.

ACCEPTANCE:

To be binding, this Agreement must be fully executed by all parties:

Seller Signature	Date	Seller Signature	Date
Seller's Street Address		Seller's Street Address	
City	State	City	State
Zip Code		Zip Code	
Seller's Phone		Seller's Phone	
Seller's Email		Seller's Email	

Brokerage Name

Brokerage Phone

Agent Printed Name

Agent Signature Date

PURCHASE AGREEMENT

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

1 **DATE:** _____

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

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

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

12 **PROPERTY DESCRIPTION:**

13 MLS Listing Number: _____

14 Street Address: _____

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

16 The legal description for the Property is _____

17 _____

18 _____

19 _____

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

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

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

24 ☐ **Cash**

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

26 ☐ **Contingent Upon Financing**

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

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

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

31 The sum of _____ Dollars (\$) from Buyer(s) by

32 (Check one): ☐ **Check** ☐ **Cash** ☐ **EFT/ACH** as earnest money to be received on or before _____

33 _____ and to be deposited into the trust account of

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

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

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

37 If the Buyer(s) fails to provide the preliminary loan commitment letter, or proof of funds, as applicable, or fails to pay the
38 earnest money, by the designated dates, the Seller(s), at Seller's option, shall have the right to terminate this Purchase
39 Agreement, by written notice delivered after the deadline date set forth on Lines 25, 27-28, 32-33, or 35. If written notice
40 is given by Seller(s), Buyer(s) agrees within two (2) calendar days of receipt of notice of termination from Seller(s) to sign
41 and deliver to Seller(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to
42 Buyer(s); provided, a refusal by the Buyer(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT
43 shall not limit the effect of the Seller's decision to terminate the Purchase Agreement.

Buyer(s) Initials _____

Seller(s) Initials _____

44 **FINANCING:** (Check one)

45 ☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **USDA** ☐ **Contract for Deed**

46 ☐ **Other** (Explain) _____

47 Buyer(s) agrees to use best efforts to secure a commitment for such financing and to execute all documents required to
48 consummate said financing. If Buyer(s) cannot secure a commitment prior to closing for such financing, either Buyer(s) or
49 Seller(s) shall have the option of declaring this Purchase Agreement terminated by written notice to the other party. If
50 such written notice is given by the terminating party, the party receiving the notice agrees, within two (2) calendar days
51 of receipt of notice of termination, to sign and deliver to the terminating party a CANCELLATION OF PURCHASE
52 AGREEMENT with return of earnest money, if any, to the Buyer(s); provided, a refusal by the party receiving the notice
53 to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the terminating
54 party's decision to terminate the Purchase Agreement.

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

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

61 **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that notwithstanding any other provisions of
62 this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur
63 any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with
64 HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans
65 Affairs, or a Direct Endorsement Lender, setting forth the appraised value of the property of not less than
66 \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract
67 without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum
68 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the
69 condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are
70 acceptable."

71 _____
72 Buyer Signature Date Seller Signature Date

73 _____
74 Buyer Signature Date Seller Signature Date

75 **REAL ESTATE CERTIFICATION (FHA Financing only):** The borrower, seller, and the selling real estate agent or
76 broker involved in the sales transaction certify that the terms and conditions of the sales contract are true to the best of
77 their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real
78 estate transaction is part of, or attached to, the sales agreement.

79 _____
80 Buyer Signature Date Seller Signature Date

81 _____
82 Buyer Signature Date Seller Signature Date

83 _____
84 Selling Agent Signature Date Listing Agent Signature Date

85 **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
86 notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
87 money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price
88 or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser
89 shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the
90 amount of the reasonable value established by the Department of Veterans Affairs."

91 _____
92 Buyer Signature Date Seller Signature Date

93 _____
94 Buyer Signature Date Seller Signature Date

Buyer(s) Initials _____

Seller(s) Initials _____

95 **THIS SALE INCLUDES:**

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

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

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

108 **THIS SALE EXCLUDES:**

109 The following property: _____
110 _____

111 Fuel tank is: ☐ **Owned** ☐ **Rented** ☐ **N/A**, and is ☐ **Included** ☐ **Excluded**.

112 If fuel tank is included, fuel remaining at time of closing is included in sale unless otherwise specified.

113 Water softener is: ☐ **Owned** ☐ **Rented** ☐ **N/A**, and is ☐ **Included** ☐ **Excluded**.

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

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

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

119 Street Address: _____

120 City: _____ State: _____ Zip Code: _____ County: _____

121 scheduled to close on _____, _____. If Buyer's property does not close by the closing date specified in
122 this Purchase Agreement, the Seller(s), at Seller's option, shall have the right to terminate this Purchase Agreement, by
123 written notice delivered after the date set forth on ~~Line 87~~ Line 121. If written notice is given by Seller(s), Buyer(s) agrees,
124 within two (2) calendar days of receipt of notice of termination from Seller(s), to sign and deliver to Seller(s) a
125 CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal
126 by the Buyer(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the
127 Seller's decision to terminate the Purchase Agreement.

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

130 **CLOSING AND POSSESSION:**

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

132 Seller(s) shall deliver possession of the Property ☐ **Immediately** following closing or ☐ _____
133 _____

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

138 **REAL ESTATE TAX AND SPECIAL ASSESSMENT NOTICE:** If Seller(s) has received any such notice regarding any
139 new improvement project from any assessing authorities prior to closing, Seller(s) must immediately notify Buyer(s) of the
140 notice. Seller(s) and Buyer(s) may then agree in writing, before the date of closing, to the payment terms of the notified
141 assessments. In the absence of such an agreement, Buyer(s) shall have the right to terminate this Purchase Agreement,
142 by written notice delivered to the Seller(s). If such written notice is given, the Seller(s) agrees within two (2) calendar days
143 of receipt of notice of termination to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with
144 return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF

Buyer(s) Initials _____

Seller(s) Initials _____

145 PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement. Following
146 closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for
147 which payment is not otherwise provided. It is understood future general taxes and special assessments are only estimates.

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

149 **Buyer(s) should be aware that there may be ~~a tax abatement~~ preferential property tax treatment(s) or tax**
150 **abatement(s) on this Property which may affect the tax proration.**

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

153 **REAL ESTATE TAXES AND ANNUAL INSTALLMENTS OF SPECIAL ASSESSMENTS:** Seller(s) shall pay on the
154 date of closing all real estate taxes and annual installments of special assessments due and payable in all prior years
155 including all penalties and interest. The ☐ **Gross** ☐ **Discounted** annual real estate taxes and annual installments of
156 special assessments to be paid for the year of the closing shall be prorated as of the date of closing or _____
157 between Buyer(s) and Seller(s) based upon the most current certified tax information available, if estimated tax and special
158 assessment amounts are not available in writing, or _____.

159 **REMAINING BALANCE OF SPECIAL ASSESSMENTS:**

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

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

164 **PRO-RATA ADJUSTMENTS:** All charges for water, sewer, electricity, natural gas, homeowner's
165 association/condominium dues and rents shall be prorated between the parties as of the closing date. Seller(s) to transfer
166 security deposit and interest, if any, on leases to Buyer(s) at closing.

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

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

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

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

191 **CONTINGENCIES:**

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

194 If notice of termination as hereafter provided is delivered by 11:59 PM on _____, or on a date
195 which is specifically referenced in Paragraphs 1 through 16 below, ("Alternative Completion Date"), then this Purchase
196 Agreement shall terminate, and the Buyer(s) shall receive a full refund of the earnest money. If such written notice is
197 given by the party who has the right to give notice, the party receiving the notice agrees, within two (2) calendar days of

Buyer(s) Initials _____

Seller(s) Initials _____

198 receipt of notice of termination, to sign and deliver to the terminating party a CANCELLATION OF PURCHASE
199 AGREEMENT with return of earnest money, if any, to the Buyer(s); provided, a refusal by the party receiving the notice
200 to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the terminating
201 party's decision to terminate the Purchase Agreement.

202 If a party has the right to give notice of termination and fails to give timely notice regarding a contingency, that contingency
203 is waived. However, if Seller(s) is obligated to provide documents to Buyer(s), the contingency completion date for that
204 contingency shall be extended so that Buyer(s) has a minimum of 72 hours following receipt of all such documents within
205 which to deliver notice of termination.

206 INITIAL ALL APPLICABLE CONTINGENCIES AND, IF THE BUYER(S) CAN COMPLETE THE CONTINGENCY OR
207 GIVE NOTICE OF TERMINATION BY AN ALTERNATIVE COMPLETION DATE OTHER THAN THE DATE SET
208 FORTH ABOVE, INSERT THE APPROPRIATE DATE. (If no date is inserted, refer to ~~Line 160~~ Line 194.)

209 **CONTINGENCIES:**

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

Buyer(s) Initials _____

Seller(s) Initials _____

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

APPRAISAL:

This Purchase Agreement ☐ is ☐ is not contingent upon an appraisal.

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

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

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

Buyer(s) Initials _____

Seller(s) Initials _____

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

230 **APPRAISAL RE-INSPECTION:**

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

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

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

239 **DEED/MARKETABLE TITLE:**

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

- 242 (a) Building and zoning laws, ordinances, state and federal regulations;
- 243 (b) Restrictions relating to use or improvement of the Property;
- 244 (c) Prior reservation of any mineral rights;
- 245 (d) Easements of record;
- 246 (e) Minerals: In accordance with North Dakota Century Code, unless specifically excluded, Minerals Transfer
247 with the surface estate, or ☐ Seller(s) reserves mineral rights presently owned by Seller(s). Buyer(s)
248 and Seller(s) are advised to seek independent legal counsel, prior to the final acceptance of this Purchase
249 Agreement;
- 250 (f) Rights of Tenants as follows (unless specified, not subject to tenancies): _____
251 _____
252 _____

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

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

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

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

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

268 **SELLER(s) WARRANTS:**

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

Buyer(s) Initials _____

Seller(s) Initials _____

(g) Seller(s) warrants that all appliances, heating, air conditioning, wiring and plumbing systems used and located on the Property will be in working order on the date of closing, except as noted in the SELLER'S PROPERTY DISCLOSURE.

(h) Seller(s) warrants that the Property is directly connected to:

City Sewer: ☐ Yes ☐ No ☐ Private (See attached PRIVATE SEWAGE TREATMENT SYSTEM DISCLOSURE);

City Water: ☐ Yes ☐ No;

Well: ☐ Yes (See attached WELL DISCLOSURE) ☐ No;

Rural Water: ☐ Yes ☐ No. If rural, will membership be transferred? ☐ Yes ☐ No ☐ N/A

All Seller(s) warranties in ~~Lines 235-255~~ Lines 269-289 shall survive the delivery of the deed or contract for deed.

AGENCY DISCLOSURE:

Agent Printed Name Brokerage Firm

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

Agent Printed Name Brokerage Firm

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

APPOINTED AGENCY REPRESENTATION:

Appointed Agency ☐ does ☐ does not apply.

DUAL AGENCY REPRESENTATION:

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

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

Buyer Signature Date Seller Signature Date

Buyer Signature Date Seller Signature Date

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

HOMEOWNER'S ASSOCIATION: Is the Property subject to a Homeowner's Association? ☐ Yes ☐ No If "No," skip to Line 295 Line 329.

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

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

Buyer(s) Initials _____

Seller(s) Initials _____

329 **DEBRIS/PERSONAL PROPERTY:** Unless otherwise agreed to in writing, prior to possession, Seller(s) agrees to remove
330 all debris and all personal property, not herein included. If Seller(s) fails to remove all debris and all personal property,
331 then the Buyer(s) shall have the right to remove and dispose of all such remaining property, and the Seller(s) shall be
332 responsible to reimburse the Buyer(s) for all expenses incurred in such removal and disposal.

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

337 **DEFAULT:** If Seller's title is marketable or insurable and Buyer(s), contrary to this Purchase Agreement, fails, neglects
338 or refuses to complete the Purchase by the closing date then, at Seller's option, either the earnest money shall be forfeited
339 to Seller(s) as liquidated damages, since the parties agree the calculation of damages to Seller(s) would be difficult to
340 ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to
341 estimate damages which will be suffered by the Seller(s), and this Agreement thereupon shall be of no further binding
342 effect; **OR** Seller(s) may demand and pursue any and all other remedies including but not limited to actual damages or
343 specific performance of this Purchase Agreement.

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

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

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

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

361 DISCLOSURE OF SALE TERMS: Buyer(s) and Seller(s) understand that after closing, the MLS will be notified of the
362 price and terms of the sale. Terms of the sale are recorded and may become public record.

363 **ADDITIONAL PROVISIONS:**

364 _____

365 _____

366 _____

367 _____

368 _____

369 _____

370 _____

371 _____

372 _____

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

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

Buyer(s) Initials _____

Seller(s) Initials _____

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

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

388 **CONTINUE TO SHOW:**

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

390 ☐ **THIS IS A BACKUP OFFER.**

391 **TIME OF ESSENCE:**

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

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

395 References to “day” or “days” in this Purchase Agreement shall be construed as calendar days.

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

398 **FINAL ACCEPTANCE:**

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

401 **Buyer(s):**

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

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

406 _____
407 Buyer Signature Date Buyer Signature Date

408 **Seller(s):**

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

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

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

413 All Seller(s) must sign.

414 _____
415 Seller Signature Date Seller Signature Date

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

SELLER'S EXTENDED OCCUPANCY AGREEMENT

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

1 **DATE:** _____

2 This is an Agreement between:

3 **BUYER(s):** _____

4 and **SELLER(s):** _____

5 Street Address: _____

6 City: _____ State: _____ Zip Code: _____ County: _____

7 **NATURE AND PURPOSE:** This Agreement gives the Seller(s) permission to access and occupy the Property
8 after the closing of the PURCHASE AGREEMENT.

9 **EXTENDED OCCUPANCY DATE:** The Buyer(s) agrees to allow the Seller(s) to occupy the Property until
10 _____ ☐ A.M. ☐ P.M. on _____, 20____.

11 **CONSIDERATION:** In consideration of Buyer(s) granting Seller(s) extended occupancy to the Property, the
12 Seller(s) shall pay \$_____ to Buyer(s) at the following terms: _____

13 _____
14 _____

15 Any rents and/or HOA/Condo fees shall be prorated between Seller(s) and Buyer(s) as of Extended Occupancy
16 Date.

17 **INSURANCE: Buyer(s) and Seller(s) shall consult with their respective insurance companies.**
18 Seller(s) shall maintain a renters and liability insurance policy that names the Buyer(s) and Mortgagee(s) as
19 additional insured until the Seller(s) vacates the property. The Seller(s) will be responsible for their own
20 personal property coverage. The Buyer(s) will carry a homeowners insurance policy as of closing. At Closing,
21 Seller(s) shall deliver to Buyer(s) an insurance binder in compliance with the provisions of this Agreement.

22 **WALK-THROUGH/INSPECTION:** Buyer(s) has the right to walk through and inspect the Property prior to
23 the Closing and again after the Seller(s) has vacated the Property to establish that the Property is in
24 substantially the same condition as of the date of the PURCHASE AGREEMENT.

25 **UTILITIES:** Seller(s) agrees to maintain all utility services in Seller's name effective up to the Extended
26 Occupancy Date and pay all bills in a timely manner for utility services during the period of Seller's possession.

27 **USE OF PROPERTY:** Seller(s) shall occupy the property consistent with Seller's occupation prior to Closing.
28 After Closing, Seller(s) shall make no alterations to the existing buildings or improvements on the Property
29 nor make any other improvements to the Property during the term of this Agreement without first obtaining
30 the written consent of Buyer(s). Seller(s) to abide by all laws, governmental regulations, covenants, bylaws,
31 and agreements with respect to the use or occupancy of the Property.

32 **MAINTENANCE:** ~~Seller(s) agrees to repair any damages caused by Seller(s) or their invitees between the~~
33 ~~Closing through vacating on the Extended Occupancy Date in a timely and workmanlike manner and at the~~
34 ~~Seller's expense.~~ Seller(s) shall maintain the Property and personal property in reasonable repair and order.
35 Seller(s) shall be responsible for all repairs and damage to the Property caused by Seller(s) or invitees and
36 their personal property between the Closing through vacating on the Extended Occupancy Date. Said repairs
37 shall be made in a timely and workmanlike manner and at the Seller's expense. Buyer(s) understands that
38 Buyer(s) is responsible for the structural components of the Property, unless damaged by the Seller(s).

39 Structural components include, but are not limited to, overall exterior of the structure(s), the roof, drain tile
40 and septic systems, and the HVAC, electrical and plumbing systems.

41 **QUIET ENJOYMENT:** Buyer(s) agrees that upon Seller's performance of Seller's obligation in this
42 Agreement, Seller(s) shall peacefully and quietly have, hold, and enjoy the Property according to this
43 Agreement.

44 **TERMINATION:** Seller(s) shall leave the Property in the same condition as it was ~~when~~at time of Buyer's
45 final walk-through prior to closing. If Seller(s) does not vacate the Property by the end of Extended Occupancy
46 Date and give possession to Buyer(s), Buyer(s) is authorized to take any action permitted by law to recover
47 possession of the Property. If Seller(s) fails to remove all debris and all personal property, then the Buyer(s)
48 shall have the right to remove and dispose of all such remaining property, and the Seller(s) shall be responsible
49 to reimburse the Buyer(s) for all expenses incurred in such removal and disposal. Seller(s) shall pay Buyer(s)
50 an additional amount of \$_____ per day, beginning with the date Seller(s) was to have
51 given possession to Buyer(s), and all reasonable costs which result from obtaining possession of the Property
52 and enforcing the terms of the Agreement, including reasonable attorney's fees.

53 **ATTORNEYS FEES:** In any action or proceeding involving a dispute between the Buyer(s) and Seller(s)
54 arising out of this Agreement but excluding any action or proceeding by Buyer(s) for unlawful detainer, the
55 prevailing party shall be entitled to reasonable attorney fees.

56 **HOLD HARMLESS:** Commencing on the date of final signature below, Seller(s) and Buyer(s) agree to hold
57 the Broker(s) and Agent(s) harmless from any claims of damages, loss or injury to either Buyer(s) or Seller(s),
58 their invitees, or any property occurring on the premises. Seller(s) shall hold Buyer(s) harmless in this
59 transaction from any claims of damages, loss or injury to the Seller(s), their invitees, or any property occurring
60 on the premise.

61 **OTHER:**

73 All other terms and conditions of the PURCHASE AGREEMENT shall remain the same.

<p>74 _____</p> <p>75 Buyer Signature Date</p>	<p>74 _____</p> <p>Seller Signature Date</p>
<p>76 _____</p> <p>77 Buyer Signature Date</p>	<p>76 _____</p> <p>Seller Signature Date</p>

SELLER'S PROPERTY DISCLOSURE

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

1 NOTICE FOR NORTH DAKOTA PROPERTY:

2 This form is designed to guide you, the Seller(s), in making the legally required disclosures and to assist you
3 to avoid inadvertent nondisclosures of material facts as required by statute. You must disclose all material
4 facts you are aware could adversely and significantly affect an ordinary Buyer's use and enjoyment of the
5 Property or any intended use of the Property of which you are aware, even if not specifically asked in this
6 form. Additional space for disclosure is provided on the last page of this form. You may attach any additional
7 information as necessary.

8 Refer to North Dakota Century Code 47-10-02.1 for more detail on requirements of the statute.

9 **DATE:** _____

10 PROPERTY ADDRESS:

11 Name of Seller(s): _____

12 Street Address: _____

13 City: _____ State: _____ Zip Code: _____ County: _____

14 THIS IS NOT A WARRANTY:

15 This disclosure is not a warranty or guarantee of any kind by Seller(s), Broker(s) or Agent(s) representing or
16 assisting any party in the transaction; and, it is not a substitute for inspections or warranties which the parties
17 may wish to obtain. Seller(s) is only providing information of which Seller(s) is aware. Broker(s)/Agent(s) is
18 not a property inspector and has little or no information regarding the condition of this Property.

19 Seller(s) authorizes Broker(s) and Agent(s) to provide the following information to prospective Buyer(s).
20 Information presented in this form is not intended to be part of any PURCHASE AGREEMENT between
21 Buyer(s) and Seller(s).

22 SELLER(s):

- 23 • Seller(s) is to personally complete this form. Please include the Property address on every page.
- 24 • Please answer all line items, even if the answer is "Unknown."
- 25 • If more space is needed, place additional disclosures on Page 9 and include the line number(s) being
26 referenced.
- 27 • Seller(s) is obligated to continue to notify Buyer(s) in writing of any facts that differ from the facts
28 disclosed here (new or changed) of which Seller(s) is aware that occur up to the time of closing.
29 Seller(s) must disclose new or changed facts by using the AMENDMENT TO SELLER'S PROPERTY
30 DISCLOSURE.

31 BUYER(s):

- 32 • Buyer(s) are encouraged to thoroughly inspect the Property personally or have it inspected by a
33 third party and to inquire about any specific areas of concern.
- 34 • **NOTE:** If Seller(s) answers "Unknown" to any of the questions listed below, it does not necessarily
35 mean that it does not exist on the Property. "Unknown" may mean the Seller(s) is unaware that it
36 exists on the Property.

37 SELLER(s) & BUYER(s):

- 38 • THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
- 39 • The following information applies to all structures, such as garage(s), outbuilding(s), shed(s), etc.
- 40 • Please initial by any changed answers or mistakes made on this form.

Buyer(s) Initials _____

Seller(s) Initials _____

41 **GENERAL INFORMATION**

	YES	NO
1 When did you purchase or build the home? _____		
2 Has the home been occupied continuously for the past 12 months? If No, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>
3 Type of title evidence. <input type="checkbox"/> Abstract <input type="checkbox"/> Owner's Title Insurance <input type="checkbox"/> Unknown		
4 Is the Property on a public or private road? <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Public – not maintained If Private or Public not maintained, Explain: _____		

42 **STRUCTURAL ELEMENTS (UNK = Unknown, NA = Not Applicable)**

	YES	NO	UNK	NA
1 Has the structure been altered? (Additions, altered roof lines, changes to load bearing walls, etc.) If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Was a permit obtained to alter the structure? If No, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Have you or anyone else performed work on the Property which required a building, plumbing, electrical, or other permits? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Was a permit obtained? If No, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Was the work approved by an inspector? If No, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Is there, or has there been, water seepage, sewer back up, and/or dampness? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Have waterproofing repairs been made? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Type of basement/foundation. (Check One) <input type="checkbox"/> brick <input type="checkbox"/> concrete block <input type="checkbox"/> concrete poured <input type="checkbox"/> stone <input type="checkbox"/> insulated concrete forms <input type="checkbox"/> wood <input type="checkbox"/> other If Other, Explain: _____				

Buyer(s) Initials _____

Seller(s) Initials _____

	YES	NO	UNK	NA
9 Are there cracked or bulged floors or walls in the basement? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Is drain and/or sump pump installed and working properly? If Yes, where does it drain to:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 Are all structures located within the boundaries of Property? If No, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Was any structure moved to this site? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 Are there cracks in the driveway, garage floor, sidewalks, patio, retaining walls, or other outside hard surface areas? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 What is the age of the roofing material on the home? _____ Year(s) <input type="checkbox"/> Unknown				
15 What is the age of the roofing material on the garage/out buildings? _____ Year(s) <input type="checkbox"/> Unknown				
16 Does the roof leak, or has the roof ever leaked? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17 Has there been interior damage from a roof leak, condensation, or ice buildup? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18 Has there been damage to any roof or shingles? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19 Was insulation added to the structure? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20 Are you aware of dry rot in the building? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer(s) Initials _____

Seller(s) Initials _____

	YES	NO	UNK	NA
21 Has the Property or its improvements been damaged? (Check all applicable) <input type="checkbox"/> fire <input type="checkbox"/> smoke <input type="checkbox"/> wind <input type="checkbox"/> floods <input type="checkbox"/> hail <input type="checkbox"/> snow <input type="checkbox"/> frozen pipes <input type="checkbox"/> broken water line) If Yes, was the damage repaired? Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22 Have damage claims been paid to you by insurance coverage? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23 Do rain gutters and downspouts work? If No, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24 Are exterior and interior locks operable? Will keys be provided for each?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25 Are all the window screens available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26 Are there damaged screens? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27 Are all the storm windows available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28 Are there broken windows or broken seals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29 Are skylights in working condition? (i.e., no leaking, condensation, or mechanical)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 Is the fireplace/wood burner in working order? If No, Skip to Number 33.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31 Is the fan, chimney, or flue in working order?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32 Has the fireplace/wood burner/chimney/flue been cleaned? If Yes, When:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33 Are you aware of any rough-in for future amenities that were added during construction or remodel of the home? (i.e., Plumbing rough-in for future wet-bar, bathroom, sprinkler. Electrical rough-in for hot tub, pool, sound system, generator. Heat rough-in for future gas, electric baseboard, garage heater. Gas for future fireplace, grill, firepits, etc.) If Yes, What types?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34 Are there additional Property conditions that have not been described above? (i.e., slanted floors, sticking windows, settling, distorted door frames, sagging ceilings, siding irregularities, stained or damaged floor coverings, etc.) If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer(s) Initials _____

Seller(s) Initials _____

43 **UTILITIES (UNK = Unknown, NA = Not Applicable)**

	YES	NO	UNK	NA
1 Are there wells on the above-described Property? If Yes, see WELL DISCLOSURE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Is there a private sewer system on or serving the Property? If Yes, see PRIVATE SEWAGE TREATMENT SYSTEM DISCLOSURE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Utilities provided by:				
Gas: _____				
Average Monthly Cost: _____				
Electrical: _____				
Average Monthly Cost: _____				
Water: _____				
Average Monthly Cost: _____				
Trash Pick Up: _____				
Average Monthly Cost: _____				
Other: _____				
Average Monthly Cost: _____				
Mailbox Number: _____				
Key: <input type="checkbox"/> YES <input type="checkbox"/> NO				

44 **LAND USE (UNK = Unknown, NA = Not Applicable)**

	YES	NO	UNK	NA
1 Are there covenants, deed restrictions, or reservations? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Have you received notice from any governmental authority of future assessments? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Are there zoning infractions, non-conforming uses, or violations? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Are there encroachments, easements, life estate, right of first refusal, or existing lease(s)? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Is the Property part of a Homeowner's Association? If Yes, See HOA INFORMATION.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Is the Property a Condominium? If Yes, See CONDO INFORMATION.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Are there shared features with adjoining property such as walls, fenced, and/or driveways? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

45 **ENVIRONMENTAL CONCERNS (UNK = Unknown, NA = Not Applicable)**

46 **To your knowledge, have any of the following existed or do they currently exist on the Property:**

	YES	NO	UNK	NA
1 Fill dirt? If Yes, Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer(s) Initials _____

Seller(s) Initials _____

	YES	NO	UNK	NA
2 Asbestos? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Insect, animal, or pest infestations? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Hazardous wastes/substances? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Underground storage tanks? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Drainage/standing water issues? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Illicit drug production/sales? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Methamphetamine production? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 Signs of soil expansion, contraction, or movement other than situations related to normal conditions? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Any suspected microbial/fungal growth? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 Has there been confirmed black mold on the Property? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Is urea-formaldehyde foam insulation present? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 Are there or have there been pets on the Property? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

47 **RADON DISCLOSURE** (*UNK = Unknown, NA = Not Applicable*)

	YES	NO	UNK	NA
1 Has the Property been tested for radon? If Yes, attach the most current records and reports pertaining to radon concentrations, mitigation, or remediation. If a mitigation system has been installed, include the system description and documents. If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Are you aware of any radon gas levels in the home that exceed EPA standards? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer(s) Initials _____

Seller(s) Initials _____

48 **FLOOD DISCLOSURE – INCLUDING OVERLAND AND RIVER FLOODING**

49 This is intended to provide information to prospective Buyer(s) concerning high water elevation flood events
50 including overland and river flooding that may impact the Property.

51 **Note:** Whether or not Seller(s) currently carries flood insurance, it may be required in the future. Flood
52 insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums
53 previously charged for flood insurance for the Property. As a result, Buyer(s) should not rely on the premiums
54 paid for flood insurance on this Property previously as an indication of the premiums that will apply after
55 Buyer(s) completes their purchase.

		YES	NO	UNK	NA
1	Is the Property in a designated <u>100-year</u> floodplain? If Yes, see FLOOD DISCLOSURE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Has the Property been impacted by high water elevation flood events including overland and river flooding? If Yes, see FLOOD DISCLOSURE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you carry flood insurance? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Is the flood insurance transferrable? If Yes, Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

56 **PROPERTY TAX/SPECIALS DISCLOSURE**

57 Check appropriate box:

58 ☐ **Yes** ☐ **No** There is an exclusion from market value for home improvements on this Property. Any valuation
59 exclusion shall terminate upon sale of the Property, and the Property's estimated market value for property
60 tax purposes shall increase. If a valuation exclusion exists, Buyer(s) is encouraged to look into the resulting
61 tax consequences.

62 ☐ **Yes** ☐ **No** Preferential property tax treatment: Is the Property subject to any preferential property tax
63 status or any other credits affecting the Property (e.g. Disability, Green Acres, CRP, RIM, Rural Preserve,
64 etc.)?

65 If Yes, Explain:

66 _____

67 If Yes, would these terminate upon the sale of the Property? ☐ Yes ☐ No If Yes, Explain:

68 _____

69 Security System Equipment (Check One) ☐ Owned ☐ Leased ☐ N/A

70 Security System Service Contract is transferrable (Check One) ☐ Yes ☐ No ☐ N/A

71 Terms of Security System Contract (Explain):

Buyer(s) Initials _____

Seller(s) Initials _____

72 SYSTEMS & APPLIANCES

73 Answers below do not guarantee item is included or not included in sale. See PURCHASE AGREEMENT for
74 inclusions/exclusions.

75 **NI = Not Included, WK = Working, NW = Not Working, UNK = Unknown, N/A = Not applicable.**

1		NI	WK	NW	UNK	N/A		NI	WK	NW	UNK	N/A
2	Air Exchanger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Antenna & Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bathroom Vent Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool & Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Ceiling Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range Hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Central Air Cooling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Central Heating System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Dehumidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic Tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector (Battery)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Doorbells	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector (Hardwire)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Drain Tile System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Collector(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Electrical Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Heater(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Electronic Air Purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Exhaust Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Air Conditioner(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Fire Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer/Dryer Hookups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Garage Door Auto Reverse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Garage Door Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Treatment System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Garage Door Openers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Air Conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Garbage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Treatments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Burning Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39	Lawn Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Microwave Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31	Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audio Visual System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer(s) Initials _____

Seller(s) Initials _____

76 **ADDITIONAL DISCLOSURES:**

77 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”):**

78 As a general rule, 26 U.S. Code 1445 (hereinafter “FIRPTA”) requires a transferee (Buyer(s)) of a United States
 79 real property interest to withhold a tax from the proceeds of any disposition of the real property interest if the
 80 transferor (Seller(s)) is a foreign person (any person other than a United States person), unless an exception
 81 to the FIRPTA withholding requirements applies. Exemptions from the general rule are set forth in the
 82 FIRPTA. Due to the complexity of the FIRPTA, both the Buyer(s) and the Seller(s) are advised to seek
 83 appropriate legal and tax advice regarding FIRPTA compliance, since failure to adhere to the FIRPTA
 84 withholding rules could result in legal liability to both the Buyer(s) and Seller(s) and their Broker(s)/Agent(s)
 85 or qualified substitutes.

86 Seller(s) hereby represents and warrants that Seller(s) ☐ IS ☐ IS NOT a foreign person, as defined by the
 87 FIRPTA. This representation of the Seller(s) shall survive closing. Seller’s Broker(s)/Agent(s) and Buyer’s
 88 Broker(s)/Agent(s), and any qualified substitute, as those terms are defined by the FIRPTA, may rely upon
 89 this representation.

90 If the Seller(s) represents that it is a foreign person, the Buyer(s) may be subject to income tax withholding
 91 requirements, and the Buyer(s) could be personally liable for failing to withhold a tax from the proceeds of the
 92 real estate disposition, if none of the enumerated exemptions to the FIRPTA apply to the transaction. If the
 93 Seller(s) represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer(s)
 94 may require Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, under penalty
 95 of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. If
 96 the Seller(s) represents that it is not a foreign person, the Buyer(s), or its Broker(s)/Agent(s) or qualified
 97 substitutes, may require the Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify,
 98 under penalty of perjury, that the Seller(s) is not a foreign person. On or before closing, the Buyer(s) and
 99 Seller(s) agree to complete, execute, and deliver any affidavit, instrument, or statement which may reasonably
 100 be required to comply with FIRPTA requirements.

Buyer(s) Initials _____

Seller(s) Initials _____

