

COMMERCIAL PURCHASE AGREEMENT

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

21 Parcel ID(s): _____

22 **PURCHASE PRICE:** (U.S. currency)

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

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

26 **Cash**

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

28 **Contingent Upon Financing**

29 If financing, Buyer(s) shall provide evidence of a formal loan application from the Lender by _____

30 or **is attached.**

31 **Other** (Explain) _____

32 Please note: A preliminary loan application does not indicate final loan approval.

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

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

35 (Check one): **Check** **Cash** **EFT/ACH**

36 Earnest money to be delivered to (Check one)

37 **Listing Broker** **Buyer Broker** or **Other** _____

38 **on or before** _____ and

39 to be deposited into their trust account as required by North Dakota Century Code.

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

41 If Buyer(s) fails to provide evidence of a formal loan application, or proof of funds, as applicable, or fails to pay the earnest

42 money, by the designated dates, Seller(s), at Seller's option, shall have the right to terminate this Purchase Agreement,

43 by written notice delivered after the deadline date set forth on Line 38. If written notice is given by Seller(s), Buyer(s)

44 agrees, within two (2) calendar days of receipt of notice of termination from Seller(s) to sign and deliver to Seller(s) a

Buyer(s) Initials _____ Seller(s) Initials _____

45 CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal
46 by Buyer to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of Seller's
47 decision to terminate the Purchase Agreement.

48 **CLOSING COSTS:**

49 Seller(s) and Buyer(s) may be required to pay certain closing costs, which may effectively reduce the proceeds from the
50 sale or increase the cash outlay at closing.

51 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

52 **SELLER'S COMPENSATION TO BUYER'S BROKER:**

53 On behalf of Buyer(s), Seller(s) agrees to pay Buyer's Broker or Broker assisting Buyer(s) total compensation of
54 _____% of purchase price OR \$_____ at closing, which is in addition to any Seller's contribution to Buyer's
55 costs.

56 **THIS SALE INCLUDES:**

57 The following furniture, fixtures, and equipment, if any, owned by Seller(s) and used and located on said Property and
58 free and clear of all liens and encumbrances and in as is condition:

59 _____
60 _____

61 **THIS SALE EXCLUDES:**

62 The following items:

63 _____
64 _____

65 **CLOSING AND POSSESSION:**

66 Closing is to be on or before _____.

67 Seller(s) shall deliver possession of the Property Immediately following closing or _____
68 _____.

69 **FINAL WALK THROUGH:**

70 Buyer(s) has a right to walk through the Property prior to closing and to establish that the Property is in substantially the
71 same condition as of the date of this Purchase Agreement. If Buyer(s) does not conduct such walk through, Buyer(s)
72 specifically waives claims arising from any property condition which would have been reasonably discovered during the
73 walk through and further releases Broker(s) of any liability.

74 **REAL ESTATE TAX AND SPECIAL ASSESSMENT NOTICE:**

75 If Seller(s) has received any such notice regarding any new improvement project from any assessing authorities prior to
76 closing, Seller(s) must immediately notify Buyer(s) of the notice. Seller(s) and Buyer(s) may then agree in writing, before
77 the date of closing, to the payment terms of the notified assessments. In the absence of such an agreement, Buyer(s) shall
78 have the right to terminate this Purchase Agreement by written notice delivered to Seller(s). If such written notice is
79 given, Seller(s) agrees within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a
80 CANCELLATION OF PURCHASE AGREEMENT with return of earnest money to Buyer(s); provided, a refusal by
81 Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of Buyer's
82 decision to terminate the Purchase Agreement. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid
83 special assessments payable therewith and thereafter, for which payment is not otherwise provided. It is understood future
84 general taxes and special assessments are only estimates.

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

86 **Buyer(s) should be aware that there may be a tax abatement on this property which may affect the tax**
87 **proration.**

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

Buyer(s) Initials _____

Seller(s) Initials _____

90 **REAL ESTATE TAXES:**

91 Seller(s) shall pay on the date of closing all real estate taxes due and payable in all prior years, including all penalties and
92 interest. The **Gross** **Discounted** annual real estate taxes to be paid for the year of the closing shall be prorated as
93 of the date of closing or _____ between Buyer(s) and Seller(s) based upon the most current certified
94 tax information available, if estimated tax amounts are not available in writing, or
95 _____.

96 **SPECIAL ASSESSMENTS:**

97 Seller(s) shall pay on the date of closing all special assessments due and payable in all prior years including all penalties
98 and interest.

99 **Annual installments** to be paid for the year of closing shall be **Prorated as of the date of closing** **Assumed**
100 **by Buyer(s)** **Paid by Seller(s)** or **Other** _____.

101 **Remaining Balance** (Balance unpaid including interest): **Buyer(s)** shall assume remaining balance as of the date
102 closing; and any future assessments **Seller(s)** shall pay remaining balance on the date of closing or
103 **Other** _____.

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

106 **PRO-RATA ADJUSTMENTS:**

107 All items in connection with the sale of the property, including rents, operating expenses and interest on any debt assumed
108 by Buyer(s) shall be prorated as of the date of closing. It is assumed that Buyer(s) will own the Property as of the closing
109 date. Exceptions as follows: _____
110 _____
111 _____
112 _____

113 **UTILITIES:**

114 Seller(s) is responsible for payment of all utilities prior to the date of closing. Buyer(s) is responsible for payment of all
115 utilities incurred on and after the date of closing.

116 **LEASES AND SECURITY DEPOSITS:**

117 Any leases/security deposits, plus interest if any, will be transferred to Buyer(s) at the time of closing.

118 **TENANTS/LEASES:** Property **is** or **is not**, subject to rights of tenants.

119 Seller(s) **SHALL NOT** from the date of this Purchase Agreement until the date of closing, execute leases with terms
120 extending beyond the date of closing without the prior written consent of Buyer(s). Buyer's consent or denial shall be
121 provided to Seller(s) within _____ calendar days of Seller's written request. Said consent or denial shall not be
122 unreasonably withheld.

123 **DUE DILIGENCE CONTINGENCY:**

124 Buyer(s) shall have until 11:59 P.M. on _____ ("Due Diligence Period,") to conduct
125 any due diligence investigations of the Property which Buyer(s) deems necessary. Seller(s) to provide access to Property
126 for Buyer(s) to perform inspections during the Due Diligence Period.

127 **DUE DILIGENCE:**

128 Buyer(s) is advised by Broker to obtain inspections and investigations as allowed during the Due Diligence Period. Buyer(s)
129 acknowledges that Buyer(s) should make inquiries and consult government agencies, lenders, insurance agents, architects,
130 and other appropriate persons and entities concerning the use of the Property and the surrounding areas under applicable
131 building, zoning, fire, health, and safety codes, and for evaluation of potential hazards. Buyer(s) shall keep the Property
132 free and clear of liens, shall indemnify and hold Seller(s) harmless from all liability, claims, demands, damages, and costs,
133 and shall be responsible for repair of all damages arising from the inspections. The Due Diligence Period is Buyer's sole
134 opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted by Seller(s)
135 if Buyer(s) becomes aware of such claim during the Due Diligence Period and does not notify Seller(s) in writing of such.
136 Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the Property.
137 If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of referenced
138 reports, if any, concerning the Property obtained by Buyer(s).

Buyer(s) Initials _____

Seller(s) Initials _____

139 If Buyer(s) determines, in its sole and absolute discretion, before the expiration of the Due Diligence Period that the
140 interests and/or the Property is unacceptable for Buyer's purposes, Buyer(s) shall have the right to terminate this Purchase
141 Agreement by written notice to Seller(s). If such written notice is given, Seller(s) agrees, within two (2) calendar days of
142 receipt of notice of termination to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with
143 return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF
144 PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement.

145 **ENVIRONMENTAL STUDY:**

146 **Phase I** – **Shall** **Shall not** be performed. If Phase I is performed, it shall be paid by **Seller** **Buyer** **Other**
147 _____

148 **Phase II** – If the results from Phase I require environmental Phase II, it shall be paid by **Seller** **Buyer** **Other**
149 _____

150 Both parties must agree to negotiate the remediation of any environmental concerns after the completion of Phase II
151 studies. If both parties cannot agree to the remediation, Buyer(s) shall have the right to terminate this Purchase
152 Agreement by written notice to Seller(s). If such written notice is given, Seller(s) agrees, within two (2) calendar days of
153 receipt of notice of termination to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with
154 return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF
155 PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement.

156 **STORAGE TANK(S):**

157 If Seller(s) is aware of any storage tank(s) currently or previously located on the Property, Seller(s) must immediately
158 notify Buyer(s).

159 **SUBDIVISION OF LAND:**

160 If this sale constitutes or requires a subdivision of land, all subdivision expenses shall be paid by:

161 **Seller(s)** **Buyer(s)** **Other** _____

162 **Seller(s)** **Buyer(s)** shall obtain all required governmental approvals and warrants that the legal description of the
163 real property to be conveyed is approved for recording as of the closing date.

164 If unable to gain approval for the subdivision, Seller(s) or Buyer(s) has the option to cancel this Purchase Agreement prior
165 to closing with both parties agreeing to immediately sign a CANCELLATION OF PURCHASE AGREEMENT with refund
166 of earnest money to Buyer(s).

167 **APPRAISAL:**

168 This Purchase Agreement **is** **is not** contingent upon an appraisal.

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

172 **APPRAISAL VALUE:**

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

180 **DEED/MARKETABLE TITLE:**

181 Upon performance by Buyer(s), Seller(s) shall deliver a **Warranty Deed** **Other** _____
182 conveying marketable title, subject to:

- 183 (a) Building and zoning laws, ordinances, state and federal regulations;
- 184 (b) Restrictions relating to use or improvement of the Property;
- 185 (c) Prior reservation of any mineral rights;
- 186 (d) Easements of record;

Buyer(s) Initials _____

Seller(s) Initials _____

- 187 (e) Minerals: In accordance with North Dakota Century Code, unless specifically excluded, Minerals Transfer with
- 188 the surface estate, or **Seller(s) reserves mineral rights** presently owned by Seller(s). Buyer(s) and Seller(s)
- 189 are advised to seek independent legal counsel prior to the final acceptance of this Purchase Agreement;
- 190 (f) Rights of Tenants as follows (unless specified, not subject to tenancies): _____
- 191 _____
- 192 _____

193 **TITLE AND EXAMINATION:**

194 Seller(s), at Seller’s expense, shall furnish an abstract of title certified to a current date, compiled pursuant to the NDLTA
195 Abstracting Standards Manual OR a current ALTA Standard Coverage Owner’s title commitment. If, after examination,
196 Seller’s title is not insurable or free of defects and cannot be made so by closing. Buyer(s), at Buyer’s option, shall have the
197 right to terminate this Purchase Agreement by written notice to Seller(s). If such written notice is given, Seller(s) agrees,
198 within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF
199 PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and
200 deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of Buyer’s decision to terminate
201 the Purchase Agreement. However, Buyer(s) may waive defects and elect to purchase.

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

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

204 Owner’s Policy of Title Insurance, when an abstract is not available, shall be paid by

205 Seller(s) Buyer(s) Split equally N/A

206 **SELLER(s) WARRANTIES:**

- 207 (a) that buildings are, or will be, constructed entirely within the boundary lines of the Property;
- 208 (b) there is a right of legal access to the Property from a public right of way;
- 209 (c) Seller(s) has not executed any options to purchase, rights of first refusal, or any other agreements giving any
- 210 person or other entity the right to purchase or otherwise acquire any interest in the Property, and Seller(s) is
- 211 unaware of any options to purchase, rights of first refusal, or other similar rights affecting the Property.
- 212 (d) there is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened
- 213 against Seller(s) or any portion of the Property. In the event Seller(s) becomes aware of any such proceeding(s),
- 214 prior to closing, Seller(s) will promptly notify Buyer(s) of such proceeding(s).
- 215 (e) that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or
- 216 regulation for a condition that remains uncorrected;
- 217 (f) if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority
- 218 as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
- 219 Buyer(s) immediately.
- 220 (g) that prior to closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools
- 221 furnished within the 90 days immediately preceding the closing in connection with construction, alteration, or
- 222 repair of any structure on, or improvement to, the Property.
- 223 (h) Seller(s) warrants that the Property is directly connected to:

224 City Sewer: Yes No Private

225 City Water: Yes No;

226 Well: Yes No;

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

228 All Seller(s) warranties in Lines 207-227 shall survive the delivery of the deed or contract for deed.

229 **AGENCY DISCLOSURE:**

230 _____ of _____
231 Agent Printed Name Brokerage Firm

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

233 _____ of _____
234 Agent Printed Name Brokerage Firm

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

Buyer(s) Initials _____

Seller(s) Initials _____

236 **APPOINTED AGENCY REPRESENTATION:**

237 Appointed Agency does does not apply.

238 **DUAL AGENCY REPRESENTATION (SIGN ONLY IF APPLICABLE):**

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

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

251 252 Buyer Signature	Date	Seller Signature	Date
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253 254 Buyer Signature	Date	Seller Signature	Date
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255 **RISK OF LOSS:**

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

263 **DEBRIS/PERSONAL PROPERTY:**

264 Unless otherwise agreed to in writing, prior to possession, Seller(s) agrees to remove all debris and all personal property,
265 not herein included. If Seller(s) fails to remove all debris and all personal property, then Buyer(s) shall have the right to
266 remove and dispose of all such remaining property, and Seller(s) shall be responsible to reimburse Buyer(s) for all expenses
267 incurred in such removal and disposal.

268 **LINKED DEVICES:**

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

272 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):**

273 Section 1445 of the Internal Revenue Code provides that a transferee (Buyer(s)) of a United States real property interest
274 must be notified in writing and must withhold tax if the transferor (Seller(s)) is a foreign person and no exceptions from
275 FIRPTA withholding apply. Buyer(s) and Seller(s) agree to comply with FIRPTA. Seller(s) shall represent and warrant,
276 under penalties of perjury, whether Seller(s) is a "foreign person" (as the same defined within FIRPTA) prior to closing.
277 Any representations made by Seller(s) with respect to this issue, shall survive the closing and delivery of the deed.

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

281 Due to the potential risks of failing to comply with FIRPTA, Buyer(s) and Seller(s) should seek legal advice regarding
282 FIRPTA compliance, as the respective licensee's representing either party will be unable to assure whether the transaction
283 is exempt from FIRPTA withholding requirements.

284 Seller(s) represents and warrants, under penalty for perjury, that SELLER(S) is is not a foreign person (i.e., a
285 non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of
286 income taxation.) This representation and warranty shall survive the closing of the transaction and delivery
287 of the deed.

Buyer(s) Initials _____ Seller(s) Initials _____

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

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

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

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

303 A claim of either party for specific performance, or Seller’s claim to the earnest money as liquidated damages, shall be
304 waived, unless legal proceedings are commenced within three (3) months after scheduled date of closing or
305 CANCELLATION OF PURCHASE AGREEMENT or NOTICE OF TERMINATION OF PURCHASE AGREEMENT is
306 delivered. If Seller(s) does not deliver copies of documents evidencing Seller’s commencement of legal proceedings to claim
307 the earnest money to Broker or to the entity referenced in Line 37 who has possession of the earnest money within said
308 three (3) month time period, then that Broker or the entity shall be authorized to return the earnest money to Buyer(s),
309 free of any claim by Seller(s). Retention of earnest money in any Broker’s or entity’s trust account pending resolution of
310 the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other
311 remedies including, but not limited to, specific performance.

312 **ADDITIONAL PROVISIONS:**

313 _____
314 _____
315 _____
316 _____
317 _____
318 _____
319 _____
320 _____
321 _____
322 _____
323 _____
324 _____
325 _____
326 _____

327 **ENTIRE AGREEMENT:**

328 This Purchase Agreement, any attached exhibits, and any addendums or amendments signed by the parties shall
329 constitute the entire Purchase Agreement between Seller(s) and Buyer(s). There are no verbal or other Purchase
330 Agreements which modify or affect this Purchase Agreement. This Purchase Agreement can be modified only in writing
331 signed by Seller(s) and Buyer(s). This Purchase Agreement is binding on Seller’s successors, heirs, and assigns. It is
332 understood that Listing Broker(s)/Listing Agent(s) AND Selling Broker(s)/Selling Agent(s) are acting as Agent(s) only in
333 bringing Buyer(s) and Seller(s) together, that all agreement(s) to be enforced between the parties are set forth in this
334 Purchase Agreement and that Broker(s) and Agent(s) is not liable to either party for claimed statements or promises not
335 in the Purchase Agreement or for the performance or non-performance of any term or promise in this Purchase Agreement
336 between the parties.

337 **OTHER PROFESSIONAL SERVICES:**

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

Buyer(s) Initials _____

Seller(s) Initials _____

341 **ELECTRONIC SIGNATURES:**

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

344 **OFFER CONFIDENTIALITY:**

345 Buyer(s) is aware that purchase agreements generally are not confidential and in some cases Seller(s), in dealing with
346 multiple offers, could make other buyer(s) aware of the existence and contents of this Purchase Agreement. Buyer(s) is
347 aware that Buyer(s) could make this offer contingent upon confidentiality prior to commencing negotiations with Seller(s).
348 See BUYER REQUEST FOR OFFER CONFIDENTIALITY.

349 **TIME OF ESSENCE:**

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

352 References to time in this Purchase Agreement are based on CT MT.

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

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

356 **FINAL ACCEPTANCE:**

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

359 **Buyer(s):**

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

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

364	_____	_____	_____	_____
365	Buyer Signature	Date	Buyer Signature	Date
366	Company: _____		Company: _____	
367	Title: _____		Title: _____	

368 **Seller(s):**

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

371 **If checked, this Purchase Agreement is subject to attached COUNTEROFFER ADDENDUM.**

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

374 ALL SELLERS MUST SIGN.

375	_____	_____	_____	_____
376	Seller Signature	Date	Seller Signature	Date
377	Company: _____		Company: _____	
378	Title: _____		Title: _____	

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

381 **If checked and initialed, Seller(s) rejects this offer. Seller(s) Initials** _____