

# 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** \_\_\_\_\_

39 and 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 above deadline date(s). If written notice is given by Seller(s), Buyer(s) agrees, within  
44 two (2) calendar days of receipt of notice of termination from Seller(s) to sign and deliver to Seller(s) a CANCELLATION

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

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

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

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

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

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

55 **THIS SALE INCLUDES:**

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

58 \_\_\_\_\_  
59 \_\_\_\_\_

60 **THIS SALE EXCLUDES:**

61 The following property:

62 \_\_\_\_\_  
63 \_\_\_\_\_

64 **CLOSING AND POSSESSION:**

65 Closing is to be on or before \_\_\_\_\_

66 Seller(s) shall deliver possession of the Property  **Immediately** following closing or  \_\_\_\_\_  
67 \_\_\_\_\_

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

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

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

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

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

85 **REAL ESTATE TAXES:** Seller(s) shall pay on the date of closing all real estate taxes due and payable in all prior years,  
86 including all penalties and interest. The  **Gross**  **5% Discounted** annual real estate taxes to be paid for the year of  
87 the closing shall be prorated as of the date of closing or  \_\_\_\_\_ between Buyer(s) and Seller(s) based  
88 upon the most current certified tax information available, if estimated tax amounts are not available in writing, or  
89 \_\_\_\_\_

90 **SPECIAL ASSESSMENTS:** Seller(s) shall pay on the date of closing all special assessments due and payable in all prior  
91 years including all penalties and interest.

92 **Annual installments** to be paid for the year of closing shall be  **Prorated as of the date of closing**  **Assumed by**  
93 **Buyer(s)**  **Paid by Seller(s)** or  **Other** \_\_\_\_\_

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

94 **Remaining Balance** (Balance unpaid including interest):  **Buyer(s)** shall assume remaining balance as of the date  
95 closing; and any future assessments  **Seller(s)** shall pay remaining balance on the date of closing or  **Other** \_\_\_\_\_  
96 \_\_\_\_\_

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

99 **PRO-RATA ADJUSTMENTS:** All items in connection with the sale of the Property, including rents, operating expenses  
100 and interest on any debt assumed by Buyer(s) shall be prorated as of the date of closing. It is assumed that Buyer(s) will  
101 own the Property as of the closing date. Exceptions as follows: \_\_\_\_\_  
102 \_\_\_\_\_  
103 \_\_\_\_\_  
104 \_\_\_\_\_

105 **UTILITIES:** Seller(s) is responsible for payment of all utilities prior to the date of closing. Buyer(s) is responsible for  
106 payment of all utilities incurred on and after the date of closing.

107 **LEASES AND SECURITY DEPOSITS:** Any leases/security deposits, plus interest if any, will be transferred to  
108 Buyer(s) at the time of closing.

109 **TENANTS/LEASES:** The Property  **is** or  **is not**, subject to rights of tenants.  
110 Seller(s) **SHALL NOT** from the date of this Purchase Agreement until the date of closing, execute leases with terms  
111 extending beyond the date of closing without the prior written consent of Buyer(s). Buyer's consent or denial shall be  
112 provided to Seller(s) within \_\_\_\_\_ calendar days of Seller's written request. Said consent or denial shall not be  
113 unreasonably withheld.

114 **DUE DILIGENCE CONTINGENCY:** Buyer(s) shall have until 11:59 P.M. on \_\_\_\_\_  
115 ("Due Diligence Period,") to conduct any due diligence investigations of the Property which Buyer(s) deems necessary.  
116 Seller(s) to provide access to Property for Buyer(s) to perform inspections during the Due Diligence Period.

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

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

134 **ENVIRONMENTAL STUDY:**

135 **Phase I** -  **Shall**  **Shall not** be performed. If Phase I is performed, it shall be paid by  **Seller**  **Buyer**  **Other**  
136 \_\_\_\_\_

137 **Phase II** - If the results from Phase I require environmental Phase II, it shall be paid by  **Seller**  **Buyer**  **Other**  
138 \_\_\_\_\_

139 Both parties must agree to negotiate the remediation of any environmental concerns after the completion of Phase II  
140 studies. If both parties cannot agree to the remediation, 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 **STORAGE TANK(S):** If Seller(s) is aware of any storage tank(s) currently or previously located on the Property,  
146 Seller(s) must immediately notify Buyer(s).

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

147 **SUBDIVISION OF LAND:**

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

149  Seller(s)  Buyer(s)  Other \_\_\_\_\_

150  Seller(s)  Buyer(s) shall obtain all required governmental approvals and warrants that the legal description of the  
151 Property to be conveyed is approved for recording as of the closing date.

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

155 **APPRAISAL:** This Purchase Agreement  is  is not contingent upon an appraisal.

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

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

166 **DEED/MARKETABLE TITLE:**

167 Upon performance by Buyer(s), Seller(s) shall deliver a  Warranty Deed  Other \_\_\_\_\_  
168 conveying marketable title, subject to:

- 169 (a) Building and zoning laws, ordinances, state and federal regulations;
- 170 (b) Restrictions relating to use or improvement of the Property;
- 171 (c) Prior reservation of any mineral rights;
- 172 (d) Easements of record;
- 173 (e) Minerals: In accordance with North Dakota Century Code, unless specifically excluded, Minerals Transfer with  
174 the surface estate, or  Seller(s) reserves mineral rights presently owned by Seller(s). Buyer(s) and Seller(s)  
175 are advised to seek independent legal counsel prior to the final acceptance of this Purchase Agreement;
- 176 (f) Rights of Tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_  
177 \_\_\_\_\_  
178 \_\_\_\_\_

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

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

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

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

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

192 Settlement Company Fee is to be divided equally by Seller(s) and Buyer(s) (if using the same Settlement Company) unless  
193 otherwise agreed to in writing.

194 **SELLER(s) WARRANTIES:**

- 195 (a) that buildings are, or will be, constructed entirely within the boundary lines of the Property;
- 196 (b) there is a right of legal access to the Property from a public right of way;

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

- 197 (c) Seller(s) has not executed any options to purchase, rights of first refusal, or any other agreements giving any
- 198 person or other entity the right to purchase or otherwise acquire any interest in the Property, and Seller(s) is
- 199 unaware of any options to purchase, rights of first refusal, or other similar rights affecting the Property.
- 200 (d) there is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened
- 201 against Seller(s) or any portion of the Property. In the event Seller(s) becomes aware of any such proceeding(s),
- 202 prior to closing, Seller(s) will promptly notify Buyer(s) of such proceeding(s).
- 203 (e) that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or
- 204 regulation for a condition that remains uncorrected;
- 205 (f) if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority
- 206 as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
- 207 Buyer(s) immediately.
- 208 (g) that prior to closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools
- 209 furnished within the 90 days immediately preceding the closing in connection with construction, alteration, or
- 210 repair of any structure on, or improvement to, the Property.
- 211 (h) Seller(s) warrants that the Property is directly connected to:
- 212 City Sewer:  Yes  No  Private;
- 213 City Water:  Yes  No;
- 214 Well:  Yes  No;
- 215 Rural Water:  Yes  No. If rural, will membership be transferred?  Yes  No  N/A

216 The above Seller(s) Warranties shall survive the delivery of the deed or contract for deed.

217 **AGENCY DISCLOSURE:**

218 \_\_\_\_\_ of \_\_\_\_\_  
 219 Agent Printed Name Brokerage Firm  
 220 Is representing:  Buyer(s)  Seller(s)  Both Parties  Neither Party

221 \_\_\_\_\_ of \_\_\_\_\_  
 222 Agent Printed Name Brokerage Firm  
 223 Is representing:  Buyer(s)  Seller(s)  Both Parties  Neither Party

224 **APPOINTED AGENCY REPRESENTATION:**

225 Appointed Agency  does  does not apply.

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

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

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

239 \_\_\_\_\_  
 240 Buyer Signature Date Seller Signature Date

241 \_\_\_\_\_  
 242 Buyer Signature Date Seller Signature Date

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

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

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

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

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

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

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

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

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

282 **ADDITIONAL PROVISIONS:**  
283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_  
287 \_\_\_\_\_  
288 \_\_\_\_\_  
289 \_\_\_\_\_  
290 \_\_\_\_\_  
291 \_\_\_\_\_  
292 \_\_\_\_\_  
293 \_\_\_\_\_  
294 \_\_\_\_\_

295 **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits, and any addendums or amendments signed  
296 by the parties shall constitute the entire Purchase Agreement between Seller(s) and Buyer(s). There are no verbal or other  
297 agreements which modify or affect this Purchase Agreement. This Purchase Agreement can be modified only in writing  
298 signed by Seller(s) and Buyer(s). This Purchase Agreement is binding on Seller's successors, heirs, and assigns. It is  
299 understood that Listing Broker(s)/Listing Agent(s) and Buyer's Broker(s)/Buyer's Agent(s) are acting as Agent(s) only in  
300 bringing Buyer(s) and Seller(s) together, that all agreement(s) to be enforced between the parties are set forth in this  
301 Purchase Agreement and that Broker(s) and Agent(s) is not liable to either party for claimed statements or promises not  
302 in the Purchase Agreement or for the performance or non-performance of any term or promise in this Purchase Agreement  
303 between the parties.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

304 **OTHER PROFESSIONAL SERVICES:** Seller(s) and Buyer(s) in this transaction acknowledge Broker(s) and Agent(s)  
305 are being retained solely as a real estate agent(s) and not as an attorney, lender, inspector, or appraiser, or any other  
306 professional service provider. Seller(s) and Buyer(s) are advised to seek professional advice concerning any of these  
307 additional matters.

308 **ELECTRONIC SIGNATURES:** The parties agree that the electronic signatures of either party on any document  
309 relating to this transaction constitutes a valid and binding Agreement.

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

314 **FINCEN:** Is the Buyer(s) an entity or trust whose purchase of the Property requires a report to the Financial Crimes  
315 Enforcement Network (FinCEN)?  Yes  No If Yes, See FINCEN REPORTING ADDENDUM.

316 **WHOLESALING:** Is any party entering into this Purchase Agreement with the intent to Wholesale?  Yes  No  
317 If Yes, see WHOLESALING ADDENDUM.

318 **FIRPTA:** Does Seller(s) represent and warrant that Seller(s) is a foreign person as defined by the Foreign Investment in  
319 Real Estate Property Tax Act (FIRPTA)?  Yes  No If Yes, see FIRPTA REPORTING ADDENDUM.

320 **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement. This means that all completion dates are  
321 intended to be strict and absolute.

322 References to time in this Purchase Agreement are based on location and time zone of Property.

323 References to "day" or "days" in this Purchase Agreement shall be construed as calendar days.

324 This Purchase Agreement shall remain available for acceptance by Seller(s), on or before \_\_\_\_\_ at  
325 \_\_\_\_\_  AM  PM, or until revoked by Buyer(s) prior to Seller's acceptance.

326 **FINAL ACCEPTANCE:**  
327 This Agreement will be legally binding upon delivery of fully executed Purchase Agreement by both parties.

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

331 \_\_\_\_\_  
332 Buyer Signature Date Buyer Signature Date  
333 Company: \_\_\_\_\_ Company: \_\_\_\_\_  
334 Title: \_\_\_\_\_ Title: \_\_\_\_\_

335 **Seller(s):**  
336 Seller(s) accepts this Purchase Agreement. Seller(s) has reviewed and understands all pages of this Purchase  
337 Agreement.

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

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

341 ALL SELLERS MUST SIGN.

342 \_\_\_\_\_  
343 Seller Signature Date Seller Signature Date  
344 Company: \_\_\_\_\_ Company: \_\_\_\_\_  
345 Title: \_\_\_\_\_ Title: \_\_\_\_\_

346  If checked and initialed, Seller(s) rejects this offer. Seller(s) Initials \_\_\_\_\_