

Listing Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By \_\_\_\_\_ ( \_\_\_\_\_ )  
office code individual code

Selling Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By \_\_\_\_\_ ( \_\_\_\_\_ )  
office code individual code



# PURCHASE AGREEMENT (IMPROVED PROPERTY)



1 Date: \_\_\_\_\_  
2

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

7 B. **PROPERTY:** The property ("Property") is known as \_\_\_\_\_  
8 in \_\_\_\_\_ Township, \_\_\_\_\_ County, \_\_\_\_\_,  
9 Indiana, \_\_\_\_\_ (zip code) legally described as: \_\_\_\_\_  
10

11 together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including,  
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
16 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
17 FOLLOWING: \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

22 EXCLUDES THE FOLLOWING: \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_

25 **The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully**  
26 **paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room**  
27 **dimensions or community amenities if material.**

28 C. **PRICE:** Buyer will pay the total purchase price of (\$ \_\_\_\_\_ ) \_\_\_\_\_  
29 \_\_\_\_\_ Dollars for the Property. If Buyer obtains an  
30 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
31 upon purchase price.  
32

33 D. **EARNEST MONEY:** Buyer submits \$ \_\_\_\_\_ as earnest money which shall be applied to the  
34 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
35 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
36 Agreement. **If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.**  
37 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
38 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
39 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
40 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
41 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
42 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
43 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
44 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
45 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
46 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
47 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
48 earnest money in accordance with this Agreement and licensing regulations.  
49

50 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**  
51 1.  **CASH:** The entire purchase price shall be paid in cash and no financing is required.  
52 2.  **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
53  **Conventional**  **Insured Conventional**  **FHA**  **VA**  **Other:** \_\_\_\_\_ first  
54 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an  
55 original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer  
56 shall pay all costs of obtaining financing, except \_\_\_\_\_  
57 \_\_\_\_\_  
58 \_\_\_\_\_  
59 \_\_\_\_\_

\_\_\_\_\_  
(Property Address)

60 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,  
61 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or  
62 regulations and shall supersede any provisions of this Agreement.  
63

- 64 3.  **ASSUMPTION: (Attach Financing Addendum)**  
65 4.  **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**  
66 5.  **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**  
67

68 F. **TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary**  
69 **to complete this transaction** or for approval to assume the unpaid balance of the existing mortgage within \_\_\_\_\_  
70 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to  
71 obtain financing in cooperation with the Broker and Seller. No more than \_\_\_\_\_ days after acceptance of the  
72 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a  
73 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an  
74 extension of time for this purpose is mutually agreed to in writing.  
75

76 G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
77 within \_\_\_\_\_ days after \_\_\_\_\_, whichever is later or this Agreement  
78 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest  
79 date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in  
80 conducting the settlement charged by the closing agent or company shall be paid by  **Buyer (included in**  
81 **allowance, if provided)**  **Seller**  **Shared equally.**  
82

83 This Agreement:  **is not** contingent upon the closing of another transaction;  **is** contingent upon the closing of  
84 the pending transaction on the property located at \_\_\_\_\_  
85 \_\_\_\_\_ scheduled to close by \_\_\_\_\_.  
86

87 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the  
88 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with  
89 I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally  
90 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as  
91 so defined by statute.  
92

93 H. **POSSESSION:**

- 94 1. The possession of the Property shall be delivered to Buyer  **at closing**  **within \_\_\_\_\_ days beginning**  
95 **the day after closing by \_\_\_\_\_**  **a.m.**  **p.m.**  **noon** or  **on or before \_\_\_\_\_**  
96 **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing  
97 \$\_\_\_\_\_ per day. If Seller does not deliver possession by the date and time required in the first  
98 sentence of this paragraph, Seller shall pay Buyer \$\_\_\_\_\_ per day as **liquidated damages**  
99 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available  
100 against the Seller.  
101 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is  
102 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to  
103 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and  
104 personal property not included in the sale.  
105 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by  
106 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,  
107 Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to**  
108 **buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance  
109 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.  
110 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the  
111 day of possession.  
112

113 I. **SURVEY:** Buyer shall receive a **(Check one)**  **SURVEYOR LOCATION REPORT**, which is a survey where  
114 corner markers are not set;  **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are  
115 set prior to closing;  **WAIVED**, no survey unless required by lender; at **(Check one)**  **Buyer's expense**  
116 **(included in allowance, if provided)**  **Seller's expense**  **Shared equally.** The survey shall (1) be received  
117 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all  
118 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to  
119 conduct a survey, the Seller, the Listing and Selling Brokers, and all salespersons associated with Brokers are  
120 released from any and all liability relating to any issues that could have been discovered by a survey. This release  
121 shall survive the closing.  
122

123 J. **FLOOD AREA/OTHER:** Buyer  **may**  **may not** terminate this Agreement if the Property requires flood  
124 insurance. Buyer  **may**  **may not** terminate this Agreement if the Property is subject to building or use  
125 limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

126 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
127 a favorable written commitment for homeowner's insurance within \_\_\_\_\_ days after acceptance of this Agreement.

129 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,  
130 Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training,  
131 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and  
132 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.  
133 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not  
134 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young  
135 children and/or the elderly.

137 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property  
138 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the  
139 Property at harmful levels is through inspections.

141 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
142 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
143 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
144 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
145 This release shall survive the closing.**

147 M. **INSPECTIONS: (Check paragraph 1 or 2)**

149 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
150 and has been afforded the opportunity to require such inspections as a condition of this Agreement.

152 1.  **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

153 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own  
154 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with  
155 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release  
156 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

159 2.  **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**

160 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,  
161 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by  
162 licensed independent inspectors or qualified independent contractors selected by Buyer within the following  
163 time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's  
164 inspections. Seller must make all areas of the Property available and accessible for Buyer's  
165 inspection.**

167 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections immediately after  
168 acceptance of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date  
169 of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
170 "Buyer's Inspection Response").

172 Inspections may include but are not limited to the condition of the following systems and components:  
173 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
174 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
175 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
176 the following:

178 \_\_\_\_\_  
179 \_\_\_\_\_  
180 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological  
181 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
182 \_\_\_\_\_ additional days to order, receive and respond in writing to any additional reports.

183 **If the Buyer does not comply with any Inspection/Response Period or make a written objection to any  
184 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be  
185 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to  
186 respond to the other party's Independent Inspection Response, then that inspection response is  
187 accepted.** A timely request for extension is not an acceptance of the inspection response, whether or not  
188 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
189 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
190 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
191 responding party to obtain additional opinions to formulate a response.

192 If the Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under  
193 Indiana law, "**Defect**" means a condition that would have a significant adverse effect on the value of the  
194 Property, that would significantly impair the health or safety of future occupants of the Property, or that if not  
195 repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the  
196 premises), and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction  
197 before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or  
198 waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY  
199 PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND  
200 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
201 THIS AGREEMENT.  
202

203 **N. LIMITED HOME WARRANTY PROGRAM:**

204 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
205 which  will  will not be provided at a cost not to exceed \$ \_\_\_\_\_ charged to  Buyer  Seller  
206 and ordered by  Buyer  Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM  
207 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection.  
208 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty  
209 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and  
210 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty  
211 Provider.  
212

213 **O. DISCLOSURES: (Check one)**

- 214 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
215 SALES DISCLOSURE.  
216 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
217 AND ACKNOWLEDGMENT.  
218

219 **P. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
220 current and comprehensive **ALTA Owner's Title Insurance Policy available** in the amount of the purchase  
221 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
222 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
223 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
224 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
225 title insurance coverages and endorsements and the associated costs.  
226

227 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy  
228 (including title search and examination and commitment preparation), to be paid by  Buyer (included in  
229 allowance, if provided)  Seller  Shared equally.  
230

231 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy  
232 (including title search and examination and commitment preparation), if applicable, to be paid by  Buyer (included  
233 in allowance, if provided)  Seller  Shared equally  Other \_\_\_\_\_  
234

235 The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and  
236 will order the commitment  immediately or  other: \_\_\_\_\_  
237

238 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of  
239 this Agreement.  
240

241 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
242 deed and vendor's affidavit), so that marketable title can be conveyed.  
243

244 **Q. TAXES: (Check paragraph 1, 2 or 3)**

- 245  1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
246 \_\_\_\_\_, \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all  
247 taxes for the Property payable before that date.  
248  2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to  
249 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
250 **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the  
251 Closing Date.  
252

253 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid  
254 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified*  
255 tax rates. This shall be a final settlement.  
256

- 257  3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of  
258 \$ \_\_\_\_\_ to Buyer at closing. This shall be a final settlement.

259 **WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING**  
260 **REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.**

261  
262 **Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

263  
264 **Buyer may apply for current-year exemptions/credits at or after closing.**

265  
266 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or  
267 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
268 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
269 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
270 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
271 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
272 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
273 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
274 assessments for municipal improvements completed after the date of this Agreement.

275  
276 S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
277 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
278 writing to a different date and/or time.

279  
280 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**  
281 **delivery of such offer/counter offer.**

282  
283 T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**  
284 membership association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this  
285 Agreement. If the Buyer does not make a written response to the documents within \_\_\_\_\_ days after receipt, the  
286 documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents  
287 and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money  
288 deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by  
289 the Seller, in writing, within \_\_\_\_\_ days after Buyer's approval of the documents. **Fees charged by the**  
290 **"Association", or its management company, for purposes of verification of good standing and/or transfer**  
291 **of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be**  
292 **paid by Buyer.**

293  
294 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**  
295 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**  
296 **conditions that could affect the Property.**

297  
298 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
299 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
300 to recover court costs and reasonable attorney's fees from the non-prevailing party.

301  
302 V. **ADDITIONAL PROVISIONS:**

303  
304 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/  
305 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

306  
307 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
308 insurance.

309  
310 3. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
311 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
312 providing or verifying this information.

313  
314 4. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_ ,  
315 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

316  
317 5. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not  
318 subject to the Foreign Investment in Real Property Tax Act.

319  
320 6. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
321 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
322 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

- 323 7. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
- 324 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and
- 325 assigns.
- 326
- 327 8. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
- 328 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 329
- 330 9. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior
- 331 understandings or written or oral agreements between the parties' respecting the transaction and cannot be
- 332 changed except by their written consent.
- 333
- 334 10. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- 335
- 336 11. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including
- 337 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and
- 338 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and
- 339 Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties
- 340 agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with
- 341 any service provider.
- 342
- 343 12. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give
- 344 their permission to a multiple listing service, Internet or other advertising media, if any, to publish information
- 345 regarding this transaction.
- 346
- 347 13. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
- 348 until this transaction is closed.
- 349
- 350 14. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and
- 351 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing
- 352 to the contrary.
- 353
- 354 15. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_ .
- 355
- 356 16. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

357 **W. FURTHER CONDITIONS (List and attach any addenda):** \_\_\_\_\_

358 \_\_\_\_\_

359 \_\_\_\_\_

360 \_\_\_\_\_

361 \_\_\_\_\_

362 \_\_\_\_\_

363 \_\_\_\_\_

364 \_\_\_\_\_

365 \_\_\_\_\_

366 \_\_\_\_\_

367 \_\_\_\_\_

368 \_\_\_\_\_

369 \_\_\_\_\_

370 \_\_\_\_\_

371 \_\_\_\_\_

372 \_\_\_\_\_

- 373
- 374 **X. CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
- 375 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
- 376 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
- 377 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
- 378 condition of the Property.
- 379
- 380 **Y. ACKNOWLEDGEMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures,
- 381 has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that
- 382 they understand and accept agency relationships involved in this transaction. By signature below, the parties verify
- 383 that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
- 384
- 385 **Z. EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by \_\_\_\_\_  **A.M.**  **P.M.**
- 386  **Noon**, the \_\_\_\_\_ day of \_\_\_\_\_, this Purchase Agreement shall be null and void and all
- 387 parties shall be relieved of any and all liability or obligations.

388 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed  
389 an original but all of which together shall constitute one and the same instrument. The parties agree that this  
390 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or  
391 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document  
392 shall be promptly delivered, if requested.  
393  
394  
395

396  
397 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
398  
399  
400 PRINTED \_\_\_\_\_ PRINTED \_\_\_\_\_  
401

402 **SELLER'S RESPONSE: (Check appropriate paragraph number):**

403 This \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  A.M.  P.M.  Noon

404  1. The above offer is Accepted.

405  
406  2. The above offer is Rejected.

407  
408  3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and  
409 the Counter Offer.  
410  
411  
412

413  
414  
415  
416 SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
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(Property Address)