

Listing Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By \_\_\_\_\_ ( \_\_\_\_\_ )

Selling Broker (Co.) Carpenter Realtors ( Carp30 ) By Dennis Derrick ( 30384 )  
office code office code individual 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 together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including,  
11 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
12 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
13 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
14 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
15 wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
16 FOLLOWING: \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

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

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

28  
29 C. **PRICE:** Buyer will pay the total purchase price of ( \$ \_\_\_\_\_ ) \_\_\_\_\_  
30 \_\_\_\_\_ Dollars for the Property. If Buyer obtains an  
31 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
32 upon purchase price.  
33

34 D. **EARNEST MONEY:**  
35 1. **Submission:** Buyer submits \$ \_\_\_\_\_ as earnest money which shall be applied to the  
36 purchase price at closing. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow  
37 Agent and shall deposit Earnest Money received into its escrow account within two (2) banking days of  
38 acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement.  
39 Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any  
40 reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon  
41 notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.  
42 2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the  
43 Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement.  
44 If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by  
45 certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor  
46 Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
47 letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is  
48 the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the  
49 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2  
50 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including  
51 attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and  
52 licensing regulations  
53 3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without  
54 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all  
55 rights to seek other legal and equitable remedies, which may include specific performance and additional  
56 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms  
57 and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default  
58 which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated  
59 above, may include specific performance and monetary damages in addition to loss of Earnest Money.

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- 60 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**  
61 1.  **CASH:** The entire purchase price shall be paid in cash and no financing is required.  
62 2.  **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
63  
64  **Conventional**  **Insured Conventional**  **FHA**  **VA**  **Other:** \_\_\_\_\_ first  
65 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an  
66 original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer  
67 shall pay all costs of obtaining financing, except \_\_\_\_\_  
68  
69

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

- 74 3.  **ASSUMPTION: (Attach Financing Addendum)**  
75 4.  **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**  
76 5.  **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**  
77

- 78 F. **TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary**  
79 **to complete this transaction** or for approval to assume the unpaid balance of the existing mortgage within \_\_\_\_\_  
80 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to  
81 obtain financing in cooperation with the Broker and Seller. No more than \_\_\_\_\_ days after acceptance of the  
82 Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not  
83 obtained within the time specified above, this Agreement may terminate unless an extension of time for this  
84 purpose is mutually agreed to in writing.  
85

- 86 G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
87 within \_\_\_\_\_ days after \_\_\_\_\_, whichever is later or this Agreement  
88 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest  
89 date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in  
90 conducting the settlement charged by the closing agent or company shall be paid by  **Buyer (included in**  
91 **allowance, if provided)**  **Seller**  **Shared equally.**  
92

93 This Agreement:  **is not** contingent upon the closing of another transaction;  **is** contingent upon the closing of  
94 the pending transaction on the property located at \_\_\_\_\_  
95 \_\_\_\_\_ scheduled to close by \_\_\_\_\_.  
96

97 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the  
98 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with  
99 I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally  
100 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as  
101 so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing  
102 agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost  
103 incurred shall appear on the closing statement.  
104  
105

106 H. **POSSESSION:**

- 107 1. The possession of the Property shall be delivered to Buyer  **at closing**  **within \_\_\_\_\_ days beginning**  
108 **the day after closing by \_\_\_\_\_**  **a.m.**  **p.m.**  **noon or**  **on or before \_\_\_\_\_**  
109 **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing  
110 \$ \_\_\_\_\_ per day. If Seller does not deliver possession by the date and time required in the first  
111 sentence of this paragraph, Seller shall pay Buyer \$ \_\_\_\_\_ per day as **liquidated damages**  
112 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available  
113 against the Seller.  
114 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is  
115 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to  
116 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and  
117 personal property not included in the sale.  
118 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by  
119 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,  
120 Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to**  
121 **buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance  
122 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.  
123 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the  
124 day of possession.  
125

- 126 I. **SURVEY:** Buyer shall receive a **(Check one)**  **SURVEYOR LOCATION REPORT**, which is a survey where  
127 corner markers are not set;  **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are

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128 set prior to closing;  **WAIVED**, no survey unless required by lender; at **(Check one)**  **Buyer's expense**  
129 **(included in allowance, if provided)**  **Seller's expense**  **Shared equally**. The survey shall (1) be received  
130 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all  
131 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to  
132 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released  
133 from any and all liability relating to any issues that could have been discovered by a survey. This release shall  
134 survive the closing.  
135

136 J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at  
137 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood  
138 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more  
139 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer  **may**  
140  **may not** terminate this Agreement if the Property requires flood insurance. Buyer  **may**  **may not** terminate  
141 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially  
142 interfere with Buyer's intended use of the Property.  
143

144 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
145 a favorable written commitment for homeowner's insurance within \_\_\_\_\_ days after acceptance of this Agreement.  
146

147 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,  
148 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training,  
149 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and  
150 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.  
151 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not  
152 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young  
153 children and/or the elderly.  
154

155 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property  
156 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the  
157 Property at harmful levels is through inspections.  
158

159 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**  
160 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any**  
161 **and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection**  
162 **result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.**  
163 **This release shall survive the closing.**  
164

165 M. **INSPECTIONS: (Check appropriate paragraph number)**  
166

167 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
168 and has been afforded the opportunity to require such inspections as a condition of this Agreement.  
169

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

171 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own  
172 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with  
173 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release  
174 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.  
175  
176

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

178 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,  
179 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by  
180 licensed independent inspectors or qualified independent contractors selected by Buyer within the following  
181 time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's**  
182 **inspections. Seller must make all areas of the Property available and accessible for Buyer's**  
183 **inspection.**  
184

185 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance  
186 of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date of  
187 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
188 "Buyer's Inspection Response").  
189

190 Inspections may include but are not limited to the condition of the following systems and components:  
191 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
192 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
193 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
194 the following:  
195

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196 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological  
197 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
198 \_\_\_\_\_ additional days to order, receive and respond in writing to any additional reports.  
199

200 **If the Buyer does not comply with any Inspection/Response Period or make a written objection to any**  
201 **problem revealed in a report within the applicable Inspection/Response Period, the Property shall be**  
202 **deemed to be acceptable. If one party fails to respond or request in writing an extension of time to**  
203 **respond to the other party's Independent Inspection Response, then that inspection response is**  
204 **accepted.** A timely request for extension is not an acceptance of the inspection response, whether or not  
205 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
206 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
207 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
208 responding party to obtain additional opinions to formulate a response.  
209

210 If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana  
211 law, "**Defect**" means a condition that would have a significant adverse effect on the value of the  
212 Property, that would significantly impair the health or safety of future occupants of the Property, or  
213 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected  
214 normal life of the premises), and Seller is unable or unwilling to remedy the defect to Buyer's reasonable  
215 satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this  
216 Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT  
217 ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND  
218 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
219 THIS AGREEMENT.  
220

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

222 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
223 which  will  will not be provided at a cost not to exceed \$ \_\_\_\_\_ charged to  Buyer  Seller  
224 and ordered by  Buyer  Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM  
225 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection.  
226 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty  
227 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and  
228 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty  
229 Provider.  
230

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

- 232 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
233 SALES DISCLOSURE.  
234 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
235 AND ACKNOWLEDGMENT.  
236

237 **P. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
238 current and comprehensive **ALTA Owner's Title Insurance Policy available** in the amount of the purchase  
239 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
240 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
241 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
242 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
243 title insurance coverages and endorsements and the associated costs.  
244

245 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy  
246 (including title search and examination and commitment preparation), to be paid by  Buyer (included in  
247 allowance, if provided)  Seller  Shared equally.  
248

249 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy  
250 (including title search and examination and commitment preparation), if applicable, to be paid by  Buyer (included  
251 in allowance, if provided)  Seller  Shared equally  Other \_\_\_\_\_  
252

253 The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and  
254 will order the commitment  immediately or  other: \_\_\_\_\_  
255

256 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of  
257 this Agreement.  
258

259 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
260 deed and vendor's affidavit), so that marketable title can be conveyed.  
261

262 **Q. TAXES: (Check appropriate paragraph number)**

- 263  1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on

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264 \_\_\_\_\_, \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all  
265 taxes for the Property payable before that date.

- 266  2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to  
267 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
268 **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the  
269 Closing Date.

270  
271 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid  
272 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified*  
273 tax rates. This shall be a final settlement.

- 274  
275  3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of  
276 \$ \_\_\_\_\_ to Buyer at closing. This shall be a final settlement.

277  
278 **WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING**  
279 **REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.**

280  
281 **Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

282  
283 **Buyer may apply for current-year exemptions/credits at or after closing.**

284  
285 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or  
286 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
287 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
288 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
289 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
290 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
291 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
292 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
293 assessments for municipal improvements completed after the date of this Agreement.

294  
295 S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
296 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
297 writing to a different date and/or time.

298  
299 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**  
300 **delivery of such offer/counter offer.**

301  
302 T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**  
303 membership association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this  
304 Agreement. Broker is not responsible for obtaining or verifying this information. If the Buyer does not make a written  
305 response to the documents within \_\_\_\_\_ days after receipt, the documents shall be deemed acceptable. In the  
306 event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this  
307 Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly.  
308 Any approval of sale required by the Association shall be obtained by the Seller, in writing, within \_\_\_\_\_ days  
309 after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for  
310 purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller.  
311 Start-up or one time reserve fees, if any, shall be paid by Buyer.

312  
313 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**  
314 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**  
315 **conditions that could affect the Property.**

316  
317 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
318 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
319 to recover court costs and reasonable attorney's fees from the non-prevailing party.

320  
321 V. **ADDITIONAL PROVISIONS:**

- 322  
323 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/  
324 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
325  
326 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
327 insurance.  
328  
329 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at  
330 [www.in.gov/meth](http://www.in.gov/meth). Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this  
331 information.

- 332 4. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
333 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
334 providing or verifying this information.  
335  
336 5. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_ ,  
337 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
338  
339 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller  
340 will pay applicable tax obligation.  
341  
342 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
343 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
344 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.  
345  
346 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
347 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
348 assigns.  
349  
350 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
351 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
352  
353 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
354 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
355 changed except by their written consent.  
356  
357 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.  
358  
359 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including  
360 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and  
361 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and  
362 Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties  
363 agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with  
364 any service provider.  
365  
366 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)  
367 information regarding this transaction may be published in a multiple listing service, Internet or other advertising  
368 media.  
369  
370 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed  
371 until this transaction is closed.  
372  
373 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and  
374 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing  
375 to the contrary.  
376  
377 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_ .  
378  
379 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.  
380

381 **W. FURTHER CONDITIONS (List and attach any addenda):** \_\_\_\_\_  
382 \_\_\_\_\_  
383 \_\_\_\_\_  
384 \_\_\_\_\_  
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394 \_\_\_\_\_  
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396 \_\_\_\_\_

397 **X. CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this  
398 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
399 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a

400 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the  
401 condition of the Property.

402  
403 Y. **ACKNOWLEDGEMENTS:** This  is  is not a limited agency transaction. Buyer and Seller acknowledge that each  
404 has received agency office policy disclosures, has had agency explained, and now confirms all agency  
405 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved  
406 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement  
407 and acknowledge receipt of a signed copy.

408  
409 Z. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by \_\_\_\_\_  A.M.  P.M.  
410  Noon, the \_\_\_\_\_ day of \_\_\_\_\_, this Purchase Agreement shall be null and void and all  
411 parties shall be relieved of any and all liability or obligations.

412  
413 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed  
414 an original but all of which together shall constitute one and the same instrument. The parties agree that this  
415 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or  
416 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document  
417 shall be promptly delivered, if requested.

418  
419  
420  
421  
422 \_\_\_\_\_  
BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

423  
424  
425 \_\_\_\_\_  
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426  
427 AA. **SELLER'S RESPONSE: (Check appropriate paragraph number):**

428  
429 This \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  A.M.  P.M.  Noon

430  
431  1. The above offer is Accepted.

432  
433  2. The above offer is Rejected.

434  
435  3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and  
436 the Counter Offer.

437  
438  
439  
440  
441 \_\_\_\_\_  
SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

442  
443  
444 \_\_\_\_\_  
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(Property Address)