RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

MyStateMLS
THE MLS THAT DOES MORE

Montana

Residential Real Estate Purchase Agreement

This Residential Real Estate Purchase Agreement ("Agreement") is a legally binding contract. If not understood, seek competent legal advice.

1. PARTIES

1.1 Seller. The seller is , a individual entity trust estate, with mailing address ("Seller").

1.2 Buyer. The buyer is , a individual entity trust estate, with mailing address ("Buyer").

1.3 Defined Terms. Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

2. PROPERTY

2.1 Description. Seller agrees to sell and convey, and Buyer agrees to purchase, the real property commonly known as (street address), located in the City/Town of , County of , State of Montana, Zip (the "Property").

2.2 Legal Description. Legal description: ("Legal Description").

2.3 Tax Parcel. Tax Parcel/Assessor's Parcel Number (APN): .

2.4 Improvements. The Property includes all improvements located thereon, including the dwelling and attached garages, fixtures, and other improvements permanently affixed to the land as of the Effective Date, together with all appurtenant rights, privileges, tenements, hereditaments, water/waterway rights appurtenant to the Property (if any), easements and rights-of-way benefiting the Property, and after-acquired title.

2.5 Appurtenant Rights. The sale includes any appurtenant rights, including (a) appurtenant water rights, ditch rights, and water shares specifically described in Section 23; (b) appurtenant mineral, oil, and gas interests owned by Seller and not previously severed or reserved, as addressed in Section 23; and (c) existing access easements and rights-of-way benefiting the Property.

2.6 Excluded Interests. Any interests previously severed of record, including but not limited to mineral, oil, gas, timber, geothermal, or water rights not appurtenant and of record in third parties, are excluded.

3. INCLUDED/EXCLUDED ITEMS

3.1 Included Fixtures. Unless excluded in Section 3.3, the sale includes all fixtures attached to the Property, including without limitation: built-in appliances; attached lighting and ceiling fans; attached floor coverings; curtain rods and attached window treatments; attached mirrors; built-in cabinets and shelves; attached television mounting brackets; attached sound systems; garage door openers and remotes; fencing; landscaping and irrigation systems; mailboxes; affixed solar panels and solar equipment owned by Seller; and installed security systems and components that are owned and not subject to third-party agreements.

3.2 Included Personal Property. The following personal property shall be conveyed by bill of sale at Closing, free of liens:
(e.g., refrigerator, washer, dryer, freestanding range, window coverings, spa, storage shed). If left blank, no personal property is included other than fixtures.

3.3 Excluded Items. The following items are expressly excluded from the sale: (e.g., Seller's staging items, leased water softener, rented propane tank if not purchased, non-attached mirrors, heirloom light fixture).

3.4 Leased or Third-Party-Owned Items. The following items are leased or subject to third-party ownership or service agreements, which do not automatically transfer and may require assumption, payoff, or removal:
(e.g., solar equipment lease, alarm system, propane tank lease, satellite equipment, internet hardware). Unless otherwise agreed in Section 10, Seller shall ensure payoff and removal or obtain Buyer's written assumption by Closing.

4. PURCHASE PRICE / EARNEST MONEY

4.1 Purchase Price. The total purchase price for the Property is $ ("Purchase Price").

4.2 Earnest Money. Buyer shall deliver earnest money in the amount of $ ("Earnest Money") to ("Escrow Holder"/"Title Company") within Business Days after the Effective Date, by wire transfer or other Good Funds as defined in Section 4.5.

4.3 Additional Deposits. An additional deposit of $, if any, shall be delivered by Buyer to Escrow Holder by [date/deadline]. All Earnest Money and additional deposits shall be collectively referred to as "Deposit."

4.4 Application at Closing. The Deposit shall be applied to the Purchase Price and Buyer's Closing costs at Closing.

4.5 Good Funds. All funds delivered at Closing shall be Good Funds as defined by Montana law and the Title Company's requirements, including wire transfer of immediately available funds or cashier's check if accepted by the Title Company.

4.6 Escrow Disbursement Mechanics. The Deposit shall be held in a federally insured trust or escrow account in accordance with this Agreement. At Closing, Escrow Holder is authorized to disburse funds to pay Closing costs, liens, prorations, and Purchase Price as set forth in the settlement statement signed by the Parties. In the event of termination, the Deposit shall be disbursed pursuant to Section 12.

5. FINANCING

5.1 Election. This purchase is (check one): ☐ All-Cash (no financing contingency); or ☐ Financed.

5.2 All-Cash. If all-cash is elected, Buyer's obligation is not contingent on financing. Buyer shall provide written verification of funds reasonably satisfactory to Seller by [deadline].

5.3 Financed. If financed, Buyer shall apply in good faith for the selected loan type(s) and diligently pursue approval: ☐ Conventional; ☐ FHA; ☐ VA; ☐ USDA/RD; ☐ Other: . Buyer shall submit a complete loan application within Business Days after the Effective Date and provide a written loan preapproval or conditional commitment by [deadline].

5.4 Commitment Deadline. Buyer shall obtain and deliver a written loan commitment (other than conditions relating solely to title, appraisal, insurance, or conditions within Buyer's control) by [deadline] ("Commitment Deadline").

5.5 Failure to Obtain Commitment. If Buyer fails to deliver the commitment by the Commitment Deadline, Seller may, by written notice, terminate this Agreement, whereupon the Deposit shall be handled per Section 9. If Seller does not so terminate, the Financing Contingency remains in effect through the applicable deadlines.

5.6 Loan Terms. Buyer's obligation is contingent upon obtaining financing on terms not materially less favorable than: loan amount $; interest rate not to exceed %; amortization years; initial rate lock through [date] if applicable; points not to exceed % [or as otherwise agreed]. Buyer may accept more favorable terms without notice to Seller.

5.7 FHA/VA/USDA. If FHA/VA/USDA financing is elected, applicable addenda are incorporated. Any required amendments, appraisal notices, or non-allowable fees shall be as set forth in the relevant addendum [FHA/VA/USDA Addendum attached].

5.8 Seller Financing. If any portion of the Purchase Price will be financed by Seller, attached Seller Financing Addendum shall govern, including note, deed of trust, interest rate, term, and default provisions. If no such addendum is attached, no Seller financing is included.

5.9 Appraisal. If financing is elected, the sale is contingent on the Property appraising at or above $ [Purchase Price if blank], by [deadline] ("Appraisal Contingency"). See Section 7.2 for procedures.

6. CONTINGENCIES

6.1 Financing Contingency. If Section 5 indicates financing, Buyer's obligation is contingent upon timely receipt of a loan commitment as described above. If despite good faith efforts Buyer is unable to obtain commitment by the Commitment Deadline, Buyer may terminate by written notice delivered by such deadline, with the Deposit returned to Buyer, less any agreed escrow costs. If Buyer fails to timely terminate, the Financing Contingency is deemed waived, but not any separate Appraisal Contingency if elected.

6.2 Appraisal Contingency. If elected in Section 5.9, Buyer may terminate or request renegotiation if the appraisal is less than the amount stated in Section 5.9 by delivering written notice and the appraisal (or summary acceptable to the lender) by the Appraisal Contingency deadline. If the Parties do not reach a written price adjustment or resolution within Business Days after such notice, either Party may terminate by written notice, and the Deposit shall be returned to Buyer.

6.3 Title Contingency. Buyer's obligation is contingent upon receipt of Title Evidence per Section 9 and Buyer's approval of title subject to Permitted Exceptions. Buyer shall deliver any title objections by [deadline]. If Seller is unable or unwilling to cure per Section 9.5, Buyer may terminate and receive return of the Deposit.

6.4 Insurance Contingency. Buyer's obligation is contingent upon Buyer obtaining a binder or written confirmation of availability and cost of property/hazard insurance in commercially reasonable amounts by [deadline]. If unavailable at commercially reasonable rates, Buyer may terminate by written notice by such deadline for return of the Deposit.

6.5 Sale of Buyer's Property. This Agreement ☐ is ☐ is not contingent on the sale and Closing of Buyer's property located at .
If contingent, see attached Sale of Buyer's Property Addendum for deadlines, kick-out/right-of-continue-marketing terms, and earnest money treatment.

6.6 Septic/Well/Water Quality. If the Property is served by an onsite wastewater treatment system (septic) and/or a private or shared well, this Agreement is contingent upon inspections, tests, and compliance/approval by applicable authorities as set forth in Section 7 and Section 23 by [deadline]. Failure to timely object or terminate constitutes waiver of this contingency except for Seller's express disclosures and warranties.

6.7 Customary Montana Contingencies. The Parties acknowledge the customary inclusion of contingencies for (a) satisfactory home inspections and related investigations; (b) survey or boundary review if ordered by Buyer; (c) review of any homeowners association or common interest documents if applicable; and (d) review of any water rights/mineral rights disclosures and documentation. Each such contingency shall be satisfied, waived, or terminated by the applicable deadlines stated herein. If any contingency is not timely satisfied or waived, the Party benefited by such contingency may terminate by written notice by the applicable deadline, with the Deposit returned to Buyer unless otherwise stated.

7. INSPECTIONS / INVESTIGATIONS

7.1 Inspection Period. Buyer shall have calendar days after the Effective Date ("Inspection Period") to conduct, at Buyer's expense, any inspections, tests, studies, investigations, and inquiries deemed necessary, including but not limited to: general home inspection; structural, mechanical, electrical, plumbing, roof; HVAC; fireplace; environmental (including radon); wood-destroying organisms; mold; lead-based paint (if pre-1978); well yield and water quality; septic functionality; percolation/permit review; flood and wildfire risk; zoning/land use; and survey or improvement location report.

7.2 Objections and Resolution. Buyer shall deliver any written notice of defects or unsatisfactory conditions, with supporting reports if available, before the end of the Inspection Period ("Buyer's Objection Notice"). Within Business Days after receipt, Seller shall notify Buyer whether Seller will repair, credit, or otherwise resolve the objections ("Seller's Response"). If the Parties cannot reach written agreement within Business Days after Seller's Response deadline, either Party may terminate by written notice, whereupon the Deposit shall be returned to Buyer, or Buyer may elect to waive the unresolved objections and proceed to Closing.

7.3 Access and Restoration. Seller shall provide reasonable access to the Property during the Inspection Period. Buyer shall restore the Property to its pre-inspection condition and is responsible for damage caused by Buyer's inspections.

7.4 Final Walk-Through. Buyer may conduct a pre-Closing walk-through within days prior to Closing to verify condition and completion of agreed repairs.

7.5 Condition and Risk of Loss. From the Effective Date until Closing, Seller shall maintain the Property in substantially the same condition, normal wear and tear excepted, and continue customary utilities and services. Risk of loss remains with Seller until Closing. If a casualty materially affects the Property, Buyer may (a) terminate and receive return of the Deposit; or (b) elect to proceed and receive any insurance proceeds plus applicable deductibles credited at Closing.

8. TITLE / CONVEYANCE / CLOSING DELIVERIES

8.1 Conveyance. At Closing, Seller shall convey marketable title to the Property by Warranty Deed or statutory form of warranty deed customarily used in Montana, subject only to Permitted Exceptions.

8.2 Title Evidence. Within days after the Effective Date, Seller shall cause a current commitment for an owner's title insurance policy ("Title Commitment") to be issued by (the "Title Company"), together with copies of all recorded exceptions and a plat, if available. Buyer may, at Buyer's expense, obtain a new or updated survey or improvement location report.

8.3 Title Objections. Buyer shall have days after receipt of the Title Commitment and exception documents (the "Title Review Period") to object in writing to any title matters not acceptable to Buyer ("Title Objection Notice"). Matters of zoning or governmental use restrictions shall not be objections unless they materially and adversely affect Buyer's intended use disclosed in writing to Seller before the Effective Date.

8.4 Permitted Exceptions. If Buyer fails to timely object, or objects but later withdraws objections, then all matters shown on the Title Commitment and survey (if any), other than monetary liens that Seller is obligated to remove, shall be deemed "Permitted Exceptions."

8.5 Cure. Seller shall have days after receipt of the Title Objection Notice to notify Buyer of Seller's election to cure. Seller shall be obligated to cure only (a) delinquent taxes; (b) mortgages, deeds of trust, and other monetary liens created by Seller or for which Seller is responsible; and (c) other defects that can be cured by payment of money at or before Closing. If Seller elects not to cure or fails to cure by Closing, Buyer may terminate by written notice within days after Seller's notice or cure deadline, and the Deposit shall be returned to Buyer, or Buyer may elect to waive the objections and proceed to Closing.

8.6 Payoff and Releases. At Closing, Seller shall cause the satisfaction and release of all monetary liens, judgments, and encumbrances required to deliver marketable title, and shall deliver executed payoff authorizations as reasonably required.

8.7 Governmental/Association Matters. If the Property is subject to covenants, conditions, and restrictions; homeowners or condominium association; or special use permits, Seller shall provide disclosure documents and resale materials as available and required, and any fees shall be allocated per Section 11.

8.8 Closing Deliveries by Seller. At Closing, Seller shall deliver: (a) duly executed Warranty Deed; (b) non-foreign status/FIRPTA certification and any state withholding certificates; (c) bill of sale for included personal property; (d) assignment of warranties, leases, and security deposits if applicable; (e) affidavits, gap indemnities, and owner's affidavit required by the Title Company; (f) well/septic disclosures, test results, and permits if applicable; (g) association estoppel/resale certificate if applicable; and (h) keys, remotes, access codes, and device credentials.

8.9 Closing Deliveries by Buyer. At Closing, Buyer shall deliver: (a) the Purchase Price, adjusted for prorations and credits, in Good Funds; (b) loan documents if applicable; (c) assumption agreements for any approved third-party contracts or equipment; and (d) affidavits or statements required by the Title Company or lender.

9. CLOSING / POSSESSION / PRORATIONS

9.1 Closing Date and Place. Closing shall occur on ("Closing Date"), at the office of the Title Company or by remote/e-recording Closing as permitted. Extensions require a signed written agreement.

9.2 Possession. Possession shall be delivered to Buyer on Closing; or calendar days after Closing at a.m./p.m. local time, subject to a separate post-closing occupancy agreement if possession is not delivered at Closing.

9.3 Keys and Access. At possession, Seller shall deliver all keys, garage door openers, mailbox keys, access cards/fobs, security codes, and any device/app credentials necessary to access systems included with the Property.

9.4 Prorations. Real property taxes, rents, association dues, assessments, utilities (to the extent practicable), fuel remaining in tanks, and other recurring items shall be prorated as of 11:59 p.m. local time on the day before Closing, based on the most recent available tax bill or reasonable estimates with a post-Closing true-up if necessary. Security deposits and prepaid rents, if any, shall be credited to Buyer. Unless otherwise agreed, Seller retains any unassignable deposits or utility refunds attributable to pre-Closing periods.

9.5 Utilities. Seller shall arrange for final utility readings where available and shall not terminate essential utilities before Closing and possession. Buyer shall arrange for post-Closing utility accounts.

10. ASSESSMENTS / ASSOCIATIONS / GOVERNMENTAL IMPROVEMENTS

10.1 Special Assessments. Unless otherwise agreed in writing, (a) any special assessments or improvement district assessments that are certified and due for payment as of Closing shall be paid by Seller; and (b) any pending or future assessments not yet certified as of Closing shall be assumed by Buyer. The Parties may reallocate by checking: ☐ Seller to pay all; ☐ Buyer to pay all; or specify: .

10.2 HOA/Condominium. If applicable, regular assessments shall be prorated; delinquent assessments are Seller's responsibility; transfer/setup/resale certificate fees shall be paid by ☐ Seller ☐ Buyer ☐ split %.

10.3 Perpetual vs. Non-Perpetual Obligations. Easements, covenants, assessments, and obligations of a perpetual nature shall run with the land and be assumed by Buyer; charges for completed governmental improvements allocable to periods before Closing are Seller's responsibility.

11. CONDITION / DISCLOSURES / AS-IS

11.1 Condition. Seller shall deliver the Property at Closing in substantially the same condition as on the Effective Date, ordinary wear and tear excepted, broom-clean, free of Seller's personal property not included in the sale.

11.2 Seller Disclosures. To the extent required or customary in Montana, Seller shall deliver: (a) Property disclosure statements if used; (b) well and septic disclosures and test results if applicable; (c) lead-based paint disclosures for pre-1978 housing; (d) radon information if available; (e) association disclosures/resale documents; (f) any known material facts affecting the Property which would be difficult for Buyer to discover upon reasonable inspection; and (g) any reports in Seller's possession relating to condition, environmental matters, surveys, or prior inspections. Buyer acknowledges receipt of Montana-specific notices in Section 14 and Section 23.

11.3 Buyer's Reliance. Buyer acknowledges the opportunity to conduct independent inspections and investigations and agrees to rely primarily on the results thereof and on express warranties in this Agreement, not on any oral statements.

11.4 As-Is After Closing. Except as expressly stated in this Agreement, in the deed, or in required disclosures or warranties that survive Closing, the Property is conveyed "AS IS, WHERE IS, WITH ALL FAULTS" as of Closing, and Seller makes no representations or warranties, express or implied, as to condition, habitability, or fitness for a particular purpose.

12. GOVERNMENTAL NOTICES / WITHHOLDING

12.1 Sex Offender Registry Notice. Buyer is advised that information about registered sexual offenders may be obtained from law enforcement or public registry resources. Buyer is encouraged to conduct independent inquiries with appropriate authorities.

12.2 FIRPTA/Withholding. Seller shall provide a non-foreign status certification under the Foreign Investment in Real Property Tax Act (FIRPTA) or authorize withholding as required. If applicable under federal or state law, Buyer and Escrow Holder are authorized to withhold and remit required amounts. Seller shall provide any Montana-specific withholding certificates if applicable.

12.3 Other Notices. If the Property is located within or near a designated floodplain, wildfire risk area, airport influence area, railroad corridor, military training area, or other identified environmental or governmental zone, Buyer is advised to conduct due diligence and obtain applicable disclosures per Section 23.

13. CLOSING COSTS / TITLE INSURANCE

13.1 Allocation of Costs. Unless otherwise agreed: (a) Seller pays for the owner's standard coverage title insurance premium; (b) Buyer pays for lender's title policy and endorsements; (c) Seller pays for deed preparation and Seller's recording fees necessary to clear title; (d) Buyer pays recording fees for the deed and mortgage/deed of trust; (e) escrow/closing fee is paid ☐ 50/50 ☐ Seller ☐ Buyer; (f) transfer taxes, if any, are paid per Montana law or by ☐ Seller ☐ Buyer if applicable; (g) optional enhanced owner's policy or endorsements requested by Buyer are at Buyer's expense.

13.2 Title Insurance. At Closing, the Title Company shall issue or commit to issue an ALTA owner's policy insuring Buyer's fee simple title in the amount of the Purchase Price, subject to Permitted Exceptions. If the lender requires gap coverage or other endorsements, Buyer shall pay the related premiums.

14. EARNEST MONEY DISPUTES

14.1 Escrow Authority. Escrow Holder is authorized to hold the Deposit and, upon Closing, to disburse funds as directed by the Parties' signed settlement statement.

14.2 Conflicting Demands. If Escrow Holder receives conflicting demands for the Deposit or a dispute otherwise arises, Escrow Holder may in good faith (a) continue to hold the funds until the Parties' joint written instructions or a final court order; (b) interplead the funds into a court of competent jurisdiction in the county where the Property is located; and/or (c) disburse pursuant to applicable escrow instructions or law.

14.3 Costs and Fees. In any interpleader or dispute involving the Deposit, Escrow Holder may deduct reasonable costs and attorney's fees from the Deposit to the extent permitted by law and the escrow agreement. The prevailing Party in any action between Buyer and Seller concerning the Deposit shall be entitled to recover reasonable attorney's fees and costs as provided in Section 16.4.

15. REMEDIES

15.1 Buyer Default. If Buyer breaches this Agreement or fails to Close as required (after expiration of applicable cure periods), Seller may elect one of the following as Seller's sole and exclusive remedy (check one): ☐ Liquidated Damages (Seller retains the Deposit as liquidated damages); or ☐ All Remedies Available at Law or in Equity, including actual damages and/or specific performance. If no box is checked, Seller may pursue all remedies at law or in equity, including retention of the Deposit as liquidated damages only if expressly agreed in writing by both Parties.

15.2 Seller Default. If Seller breaches this Agreement or fails to Close as required (after expiration of applicable cure periods), Buyer may elect to (a) terminate and receive return of the Deposit plus recover Buyer's actual damages; (b) seek specific performance; and/or (c) pursue any other remedies available at law or in equity as permitted under Montana law.

15.3 Cure Period. Before exercising remedies, the non-defaulting Party shall deliver written notice of default describing the failure in reasonable detail, and the defaulting Party shall have Business Days to cure after receipt of such notice, unless a shorter time is specified elsewhere herein or performance on the Closing Date is required.

15.4 No Punitive Damages. Except as otherwise permitted by law, no Party shall be liable for punitive or exemplary damages in connection with this Agreement.

15.5 Attorney's Fees. In any action or proceeding arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, including on appeal, unless prohibited by law.

16. DISPUTE RESOLUTION

16.1 Mediation. Except for provisional remedies or claims for specific performance or injunctive relief, the Parties agree to first attempt to resolve disputes arising under this Agreement through non-binding mediation administered by a mutually agreed mediator in the county where the Property is located. The costs of mediation shall be shared equally unless otherwise agreed.

16.2 Litigation/Arbitration. If mediation is unsuccessful or waived, disputes may be resolved by litigation in a court of competent jurisdiction as provided in Section 22. The Parties may agree in a separate signed addendum to submit disputes to binding arbitration; absent such addendum, no arbitration is required.

16.3 Provisional Relief. A Party may seek temporary restraining orders, preliminary injunctions, or specific performance without first mediating if necessary to prevent irreparable harm or preserve the status quo.

17. ASSIGNMENT / SUCCESSORS / 1031 EXCHANGE

17.1 Assignment. Buyer may not assign this Agreement without Seller's prior written consent, which shall not be unreasonably withheld if the assignee is an entity under Buyer's common control or a financing accommodation. Any permitted assignment shall not release Buyer absent Seller's written release.

17.2 1031 Exchange. Either Party may effect a tax-deferred exchange under Section 1031 of the Internal Revenue Code. The other Party agrees to reasonably cooperate, at no cost, expense, or delay to the non-exchanging Party. Either Party may assign this Agreement to a qualified intermediary for exchange purposes without further consent, provided no additional liability is imposed on the other Party.

17.3 Successors and Assigns. This Agreement shall bind and benefit the Parties and their respective heirs, personal representatives, successors, and permitted assigns.

18. NOTICES

18.1 Methods. All notices shall be in writing and deemed given when (a) personally delivered; (b) sent by nationally recognized overnight courier; (c) sent by email with confirmation of transmission; or (d) delivered by certified mail, return receipt requested. Electronic signatures and email delivery are permitted as set forth in Section 21.

18.2 Notice Information. Notices shall be delivered to the following, which may be updated by written notice: Buyer: Name:
Address:
Email: Phone:
Buyer's Attorney (optional):
Email: Buyer's
Broker/Licensee (optional): Email:
Seller: Name:
Address:
Email: Phone:
Seller's Attorney (optional):
Email: Seller's
Broker/Licensee (optional): Email:

19. TIME / DEADLINES

19.1 Time is of the Essence. Time is of the essence for all deadlines and obligations.

19.2 Computation. Unless otherwise stated, "days" means calendar days. If a deadline falls on a Saturday, Sunday, or Montana legal holiday, the deadline shall extend to 5:00 p.m. local time on the next Business Day. "Business Day" means Monday through Friday excluding Montana legal holidays.

19.3 Delivery Time. A notice or delivery due on a given day must be delivered by 5:00 p.m. local time for the Property to be deemed timely on that day.

20. ADDITIONAL MONTANA-SPECIFIC PROVISIONS

20.1 Water Rights; Ditches; Shares. If appurtenant water rights, ditch rights, or shares in a ditch or irrigation company are owned by Seller and used for the benefit of the Property, they shall be conveyed with the Property unless excluded below. Seller shall deliver to Buyer by [deadline] documentation reasonably available to Seller concerning any such rights, including certificates, ownership records, or transfer forms required by the issuer or appropriate state agency. If transfers require approvals or separate assignments, the Parties shall cooperate to complete required documents at or after Closing. Specify inclusions/exclusions: .

20.2 Wells and Groundwater. If the Property is served by a private or shared well: (a) Seller shall disclose to Buyer any known material facts about the well; (b) Buyer may obtain at Buyer's expense well yield testing and water quality analysis during the Inspection Period; (c) if a shared well, Seller shall provide any shared well agreement, maintenance records, and contact information for other users; and (d) any permits, documentation, and well logs in Seller's possession shall be delivered to Buyer by [deadline].

20.3 Septic/Onsite Wastewater. If the Property utilizes an onsite wastewater system, Buyer may obtain at Buyer's expense a septic inspection and pumping, dye test if applicable, and review of any permits. Seller shall provide any available records, permits, and service history by [deadline]. If repairs or upgrades are required by an authority having jurisdiction as a condition to occupancy or transfer, responsibility shall be allocated as follows: .

20.4 Mineral, Oil, and Gas Interests. To the extent owned by Seller and not previously reserved, appurtenant mineral, oil, gas, and other subsurface interests shall be conveyed unless excluded here: . Existing recorded reservations, severances, and third-party rights remain in effect and are Permitted Exceptions. Buyer is advised that third parties may hold rights of entry or development if previously reserved of record.

20.5 Radon. Radon, a naturally occurring radioactive gas, may be present in buildings. Buyer is encouraged to conduct radon testing during the Inspection Period and to consult public health resources regarding mitigation.

20.6 Wildfire/Flood/Hazard Areas. Portions of Montana are subject to wildfire and flood risks. Buyer is advised to review maps, insurance availability, and mitigation requirements for properties in or near designated hazard areas, including defensible space obligations where applicable.

20.7 Lead-Based Paint. For housing built prior to 1978, the federally required lead-based paint disclosure, pamphlet acknowledgment, and any lead risk assessment/inspection contingencies are incorporated [Lead-Based Paint Disclosure attached].

20.8 Subdivisions/Condominiums/Planned Communities. If the Property is part of a subdivision, condominium, or planned community, Seller shall provide resale documents if available, including declaration, bylaws, rules, budgets, financial statements, meeting minutes if available, reserve studies if available, and any resale certificates as applicable. Buyer shall have days after receipt to review and object; failure to timely object constitutes approval.

20.9 New Construction/Builder Warranties. If improvements are newly constructed or recently remodeled, any builder warranties, manufacturer warranties, and permit/final inspection sign-offs in Seller's possession shall be assigned to Buyer at Closing to the extent assignable. Unless otherwise agreed, Seller makes no separate construction warranty beyond those expressly provided in writing.

20.10 Airports/Noise/Industrial Uses. Buyer is advised that properties near airports, rail lines, highways, agricultural, mining, timber, or energy operations may experience noise, dust, odors, or vibrations. Buyer should investigate to Buyer's satisfaction during the Inspection Period.

20.11 Survey/Boundary. Buyer may obtain at Buyer's expense a survey or improvement location report. If a boundary encroachment or material discrepancy is disclosed, Buyer may object under Section 8.3.

20.12 Municipal/County Requirements. If any local government requires inspection, certificate, or compliance actions as a condition of transfer or occupancy, responsibility for ordering and paying for such requirements shall be allocated as follows: .

20.13 Methamphetamine or Contaminants. If Seller has knowledge that the Property has been used as an illegal drug lab or is otherwise contaminated, Seller shall disclose such knowledge and any remediation documentation in Seller's possession. Buyer may obtain environmental testing during the Inspection Period.

20.14 Agricultural/Right-to-Farm. Buyer acknowledges Montana's agricultural activities and right-to-farm protections. Nearby agricultural activities may result in noise, odors, dust, smoke, and chemicals often associated with farming operations.

20.15 Water and Sewer Districts; Improvement Districts. If the Property is within a water, sewer, irrigation, or improvement district, Buyer should inquire regarding fees and assessments. Existing recorded obligations remain as Permitted Exceptions, and assessments shall be allocated per Section 10.

21. BROKERAGE / AGENCY

21.1 Agency Disclosure. Each Party acknowledges receipt of and consent to any required agency relationship disclosures provided by their respective Montana-licensed real estate broker(s) or salespersons.

21.2 Roles of Licensees. Licensees are not parties to this Agreement and do not guarantee condition, legal sufficiency, or performance. Licensees may assist with document preparation at the Parties' direction but do not provide legal advice.

21.3 Compensation. Brokerage compensation is governed by separate written agreements. Unless otherwise stated herein in writing: Listing Broker compensation: ; Cooperating Broker compensation: .
Any payment instructions to be delivered to the Closing agent.

22. ELECTRONIC SIGNATURES / COUNTERPARTS

22.1 Electronic Signatures. The Parties consent to use of electronic signatures and delivery of documents, notices, and funds by electronic means to the fullest extent permitted by law.

22.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures delivered by electronic transmission shall be deemed originals.

23. ENTIRE AGREEMENT / AMENDMENTS / SEVERABILITY

23.1 Integration. This Agreement, together with all attached addenda and disclosures, constitutes the entire agreement between the Parties and supersedes all prior negotiations and understandings regarding the Property.

23.2 Amendments. Any amendment, modification, waiver, or extension must be in a signed writing by the Party to be bound.

23.3 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to be enforceable and consistent with the Parties' original intent.

24. OFFER / ACCEPTANCE / EXPIRATION

24.1 Offer. This document constitutes Buyer's offer to purchase the Property on the terms stated herein.

24.2 Expiration. This offer shall expire on [date] at a.m./p.m. local time unless earlier withdrawn in writing.

24.3 Delivery of Acceptance. Acceptance is effective upon delivery of Seller's signed counterpart to Buyer or Buyer's agent by a method authorized in Section 18 before expiration.

24.4 Effective Date. The "Effective Date" is the date the last Party signs this Agreement and delivers notice of such signing to the other Party or their agent.

25. AUTHORITY / CERTIFICATIONS

25.1 Authority. Each signatory represents and warrants that he/she/it has full legal capacity and authority to enter into and perform this Agreement. If a Party is an entity, trust, estate, or conservatorship, the signatory shall deliver reasonable evidence of authority upon request.

25.2 OFAC. Each Party represents that it is not acting on behalf of or for the benefit of any person or entity identified on any sanctions or blocked persons lists to the extent applicable to the transaction.

26. GOVERNING LAW / VENUE

26.1 Governing Law. This Agreement shall be governed by the laws of the State of Montana.

26.2 Venue. Venue for any action arising out of this Agreement shall lie in the state courts located in the County where the Property is situated, unless otherwise required by law or agreed in writing.

27. SIGNATURE BLOCKS / KEY DATES

27.1 Buyer Signature(s)

BUYER SIGNATURE 1

BUYER:

Date:

Time:

BUYER PRINTED NAME 1

PRINTED NAME:

BUYER SIGNATURE 2

BUYER:

Date:

Time:

BUYER PRINTED NAME 2

PRINTED NAME:

Buyer's Entity Name (if applicable):

BUYER SIGNATURE 3

BY:

Date:

TITLE:

27.2 Seller Signature(s)

SELLER SIGNATURE 1

SELLER:

Date:

Time:

SELLER PRINTED NAME 1

PRINTED NAME:

SELLER SIGNATURE 2

SELLER:

Date:

Time:

SELLER PRINTED NAME 2

PRINTED NAME:

Seller's Entity/Trust/Estate Name (if applicable):

SELLER SIGNATURE 3

BY:

Date:

TITLE:

27.3 Key Dates and Deadlines

Effective Date:

Earnest Money Due:

Additional Deposit Due (if any):

Proof of Funds/Preapproval Due:

Loan Application Submitted By:

Commitment Deadline:

Appraisal Contingency Deadline:

Inspection Period Ends:

Title Commitment Delivery By:

Title Objection Deadline:

Title Cure Deadline:

Insurance Contingency Deadline:

HOA/Resale Document Review Deadline (if applicable):

Well/Septic Documentation Delivery By:

Closing Date:

Possession Date/Time:

28. ADDENDA / DISCLOSURES ATTACHED

The following addenda and disclosures are incorporated if checked and attached:

- ☐ Lead-Based Paint Disclosure (for pre-1978 housing)
- ☐ Property Disclosure Statement (Seller)
- ☐ FHA/VA/USDA Financing Addendum
- ☐ Seller Financing Addendum (Note/Deed of Trust Terms)
- ☐ Sale of Buyer's Property Contingency Addendum
- ☐ Well Disclosure and Water Quality/Quantity Testing Addendum
- ☐ Septic/Onsite Wastewater Inspection Addendum
- ☐ Radon Testing Addendum
- ☐ Survey/Improvement Location Report Addendum
- ☐ HOA/Condominium Resale Documents Addendum
- ☐ 1031 Exchange Addendum
- ☐ Mineral/Oil/Gas Rights Disclosure Addendum
- ☐ Water Rights/Ditch Rights/Shares Assignment Addendum
- ☐ Post-Closing Occupancy/Rent-Back Agreement
- ☐ Repairs/Credits Agreement Addendum
- ☐ Airport/Industrial/Environmental Notice Addendum
- ☐ Other:

BROKER ACKNOWLEDGMENTS (OPTIONAL; NOT PARTIES TO THE AGREEMENT)

LISTING BROKERAGE: LICENSEE:

License #:

COOPERATING BROKERAGE: LICENSEE:

License #:

SETTLEMENT AGENT / TITLE COMPANY

Company:

File/Escrow No.:

Closer/Escrow Officer:

Email:

Phone:

Exhibit A: Legal Description (attach)

Exhibit B: Personal Property Bill of Sale (to be executed at Closing)

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT.** If you do not fully understand its terms, seek competent legal advice before signing.