RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

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Arkansas

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

PARTIES; EFFECTIVE DATE

1.1 Parties. This Agreement is entered into by and between the following parties:

Seller: ,
whose address is , email:
, phone: ; and

Buyer: ,
whose address is , email:
, phone: .

1.2 Defined Terms. As used herein: "Seller" and "Buyer" mean the parties identified above; "Property" means the real property described in Section 2; "Purchase Price" means the total amount set forth in Section 4; "Earnest Money" means the deposit described in Section 4.3; "Closing" means the consummation of the sale as provided in Section 12; and "Effective Date" means the date the last party signs this Agreement and delivers notice of acceptance in accordance with Section 21.

1.3 Effective Date. The Effective Date is: .

PROPERTY DESCRIPTION; APPURTENANCES; LEGAL MATTERS

2.1 Street Address. , City , County , Arkansas, Zip .

2.2 Legal Description. [Insert full legal description, or attach as Exhibit A]: .

2.3 Parcel/Tax ID. Parcel/Tax ID No.: .

2.4 Improvements and Fixtures. The Property includes all buildings, structures, and fixtures affixed to the land as of the Effective Date, including, without limitation, built-in appliances, attached lighting, ceiling fans, attached floor coverings, window treatments and hardware, built-in cabinetry, attached mirrors, mailbox, garage door openers and remotes, permanently installed pool/spa equipment, attached security systems, landscaping, fences, and gates, unless excluded in Section 3.2.

2.5 Appurtenant Rights. The Property includes all appurtenant rights, privileges, and easements benefiting the Property, including, without limitation, rights of ingress and egress, mineral, oil, and gas rights owned by Seller (if any) that are not reserved in Section 3.2, water and riparian rights (if any), and all after-acquired title, subject to matters of record and those permitted under this Agreement.

2.6 Existing Easements and Restrictions. Title to the Property will be subject to easements, covenants, conditions, restrictions, rights-of-way, and reservations of record, provided they do not materially interfere with Buyer's intended residential use disclosed to Seller in writing prior to the end of the Inspection Period.

INCLUDED AND EXCLUDED PERSONAL PROPERTY

3.1 Included Personal Property. The following items are included in the Purchase Price: kitchen range/oven; built-in microwave; dishwasher; garbage disposal; permanently installed HVAC equipment; water heater; all attached shelving; all pool/spa equipment that is permanently installed; and the following additional items, if checked:

- ☐ Refrigerator(s) (quantity)
- ☐ Washer
- ☐ Dryer
- ☐ Window blinds/shades/curtains and rods
- ☐ Attached TVs and mounts
- ☐ Smart home devices and hubs
- ☐ Playset
- ☐ Storage building
- ☐ Water softener
- ☐ Propane tank [☐ leased ☐ owned]
- ☐ Other: .

3.2 Excluded Property and Reservations. The following items are excluded and will be removed prior to Closing: . Seller reserves the following rights (if any): .

PURCHASE PRICE; EARNEST MONEY; ALLOCATION

4.1 Purchase Price. Buyer shall pay to Seller the total Purchase Price of $ ("Purchase Price"), payable as follows:

Earnest Money (Section 4.3): $; and

Balance of Purchase Price by wire transfer of immediately available funds at Closing, subject to prorations and adjustments: $.

4.2 Financing Type (select all that apply). Buyer will complete the purchase as:

- ☐ Cash Purchase
- ☐ Conventional Financing
- ☐ FHA Financing
- ☐ VA Financing
- ☐ USDA Financing
- ☐ Seller Financing
- ☐ Other: .

4.3 Earnest Money. Within business days after the Effective Date, Buyer shall deposit $ ("Earnest Money") with the Escrow Agent: (address: ; email: ; phone:). The Earnest Money shall be held in escrow in a non-interest-bearing account unless otherwise required by law or agreed in writing. Failure to timely deposit Earnest Money is a default by Buyer, subject to Section 18.

4.4 Additional Deposits. Buyer shall deliver any additional deposit of $ by , which shall be added to the Earnest Money and held by Escrow Agent.

4.5 Proof of Funds/Preapproval. Within days after the Effective Date, Buyer shall provide Seller with reasonably satisfactory proof of funds (for cash offers) or a current loan preapproval letter (for financed offers).

FINANCING TERMS AND CONTINGENCY

5.1 Loan Application. If financing is elected, Buyer shall apply for the selected loan(s) within days after the Effective Date and shall diligently pursue loan approval.

5.2 Financing Contingency. This Agreement is contingent upon Buyer obtaining loan approval for the selected financing on terms acceptable to Buyer in Buyer's discretion, including required appraisal and underwriting conditions, no later than ("Financing Contingency Deadline"). If Buyer cannot obtain loan approval by the deadline despite diligent efforts, Buyer may terminate by written notice to Seller before the deadline, with Earnest Money refunded to Buyer. If Buyer fails to timely terminate, this contingency is waived.

5.3 FHA/VA Specific Provisions (if applicable). If FHA or VA is checked in Section 4.2, this Agreement is conditioned upon the Property appraising for not less than the Purchase Price as determined by an FHA/VA-approved appraiser, and Buyer shall not be obligated to complete the purchase or incur any penalty if the appraised value is less than the Purchase Price. Required repairs under FHA/VA shall be at Seller's expense up to $ [insert amount or "$0"], unless otherwise agreed in writing.

5.4 Seller Financing (if applicable). If Seller Financing is selected, the parties shall negotiate and execute a separate promissory note, deed of trust/mortgage, and related documents at or before Closing containing these minimum terms: principal $; interest rate % per annum; amortization term months; maturity date ; monthly payment $; prepayment ☐ permitted without penalty ☐ yield maintenance/penalty of ; late charge ; escrow for taxes/insurance ☐ required ☐ not required; due-on-sale ☐ yes ☐ no; collateral: first/second [circle] lien on the Property.

APPRAISAL CONTINGENCY

6.1 Appraisal. If ☐ Appraisal Contingency is elected, this Agreement is contingent upon an appraisal by a licensed appraiser at or above $ or the Purchase Price (whichever is checked): ☐ Appraised value at or above Purchase Price ☐ Appraised value at or above $.

6.2 Failure to Appraise. If the Property does not appraise as required and the parties do not agree in writing to adjust terms by , Buyer may terminate by written notice prior to such deadline and receive a refund of Earnest Money.

TITLE AND TITLE CONTINGENCY

7.1 Evidence of Title. Within days after the Effective Date, Seller shall cause a title insurance commitment for an owner's policy (the "Title Commitment") to be delivered to Buyer, together with legible copies of all exceptions.

7.2 Title Review; Objections. Buyer shall have days after receipt to review title and deliver written objections. Seller shall have days after receipt of objections to cure. If Seller does not timely cure, Buyer may (a) terminate and receive Earnest Money back, or (b) waive objections and proceed to Closing, in which case such matters become Permitted Exceptions.

7.3 Survey. Buyer ☐ shall ☐ shall not obtain a new or updated survey at Buyer's expense. If a new survey discloses encroachments or boundary issues materially affecting residential use, Buyer may object under Section 7.2.

7.4 Form of Conveyance; Deed Type. At Closing, Seller shall convey marketable title by: ☐ General Warranty Deed ☐ Special Warranty Deed ☐ Quitclaim Deed ☐ Other: , free of liens and encumbrances other than Permitted Exceptions.

INSURANCE CONTINGENCY

8.1 Hazard Insurance. This Agreement is contingent upon Buyer obtaining a binder for homeowner's insurance on customary terms and premiums acceptable to Buyer by . If Buyer cannot obtain such insurance after diligent efforts, Buyer may terminate by written notice before the deadline and receive a refund of Earnest Money.

SALE OF BUYER'S PROPERTY (IF APPLICABLE)

9.1 Contingency. ☐ This Agreement is contingent upon the sale and closing of Buyer's property located at on or before . If not closed by the deadline, Buyer may terminate by written notice and receive Earnest Money back unless Buyer waives this contingency in writing.

INSPECTIONS; INVESTIGATIONS; CONDITION OF PROPERTY

10.1 Inspection Period. Buyer shall have calendar days after the Effective Date ("Inspection Period") to conduct, at Buyer's expense, all inspections and investigations deemed necessary, including general home, roof, structural, mechanical, electrical, plumbing, HVAC, pool/spa, septic, well, termite/wood-destroying insect, mold, radon, lead-based paint (if applicable), environmental, flood zone, zoning, building code, and square footage verifications.

10.2 Access and Utilities. Seller shall provide reasonable access to the Property and have all utilities on during the Inspection Period and through Closing unless otherwise agreed.

10.3 Inspection Notices; Repairs. On or before the end of the Inspection Period, Buyer may deliver a written notice (a) accepting the Property as-is, (b) terminating this Agreement, or (c) requesting repairs or credits. If Buyer requests repairs or credits, the parties shall have days to negotiate. If no agreement is reached, Buyer may terminate by written notice within days thereafter, with Earnest Money refunded; otherwise Buyer accepts the Property as-is subject to agreed repairs.

10.4 As-Is; Seller's Continuing Maintenance. Unless otherwise agreed, the Property is sold in its present as-is condition as of the Effective Date, ordinary wear and tear excepted; provided, Seller shall maintain the Property and any lawn, landscaping, pool/spa, and mechanical systems in substantially the same condition through Closing.

10.5 Termite/WDI. Buyer ☐ shall ☐ shall not obtain a termite/wood-destroying insect report. If active infestation or damage is reported, the parties shall negotiate remediation. If not agreed within days, Buyer may terminate with Earnest Money refunded.

10.6 Lead-Based Paint (pre-1978). If the Property was built prior to 1978, the parties acknowledge that a lead-based paint disclosure and EPA pamphlet must be provided. Lead inspection right: Buyer shall have a -day period after Effective Date to conduct a risk assessment; Buyer may terminate within such period if not satisfied.

PROPERTY DISCLOSURES; GOVERNMENT NOTICES; FIRPTA

11.1 Seller Disclosures. Within days after the Effective Date, Seller shall provide any required or available property disclosure statements, including known material defects, environmental hazards, flood insurance requirements, HOA information, and known unpermitted work. Buyer's obligation to close is not contingent on receipt of any voluntary disclosures unless expressly stated.

11.2 Government Notices. If any governmental notice of violation or special assessment is issued prior to Closing, Seller shall promptly notify Buyer and, unless otherwise agreed, shall cure prior to Closing or escrow funds reasonably sufficient to cure.

11.3 FIRPTA. Seller represents that Seller ☐ is ☐ is not a "foreign person" under FIRPTA. If Seller is foreign, Buyer shall withhold the required percentage at Closing unless a withholding certificate applies. Seller shall deliver a non-foreign status affidavit at Closing if applicable.

CLOSING; POSSESSION; PRORATIONS

12.1 Closing Date. The Closing shall occur on ("Closing Date") at the office of or by remote closing with a licensed Arkansas settlement agent, unless the parties agree otherwise in writing.

12.2 Closing Deliveries.

Seller shall deliver: duly executed deed per Section 7.4; affidavit of title; non-foreign status affidavit; bill of sale for included personal property; assignment of warranties, manuals, and keys/remotes/codes; HOA estoppel or statement (if any); and any documents reasonably required by the title company or lender.

Buyer shall deliver: the Purchase Price balance; loan documents; and any documents reasonably required by the title company or lender.

12.3 Possession. Possession shall be delivered as follows: ☐ At Closing and funding ☐ calendar days after Closing at a.m./p.m. ("Post-Closing Possession") ☐ Other: . If Post-Closing Possession is selected, the parties shall execute a written occupancy agreement allocating rent, utilities, deposits, condition, and risk of loss, attached as an addendum.

12.4 Risk of Loss. Risk of loss remains with Seller until Closing and transfer of possession. If a material casualty occurs before Closing, Buyer may terminate and receive Earnest Money back or elect to proceed and receive any applicable insurance proceeds plus a credit for any deductible.

12.5 Prorations/Adjustments. As of the day before Closing, the following shall be prorated: real property taxes (based on the most recent tax bill or, if unavailable, based on % of current assessed value and millage), rents (if any), association dues, and utility charges that are not separately metered and are assumed by Buyer. Prepaid items shall be credited to Seller; accrued but unpaid items shall be charged to Seller unless otherwise agreed.

ASSESSMENTS; ASSOCIATIONS; FEES

13.1 Assessments. Special assessments imposed or confirmed prior to the Effective Date shall be paid as follows: ☐ By Seller at or before Closing ☐ By Buyer ☐ Split equally ☐ Other: . Assessments first imposed after the Effective Date shall be paid as follows: ☐ By Seller ☐ By Buyer ☐ Split equally ☐ Other: .

13.2 Homeowners/Property Owners Association. If the Property is subject to an Association, Buyer's obligations are contingent upon receipt of Association documents reasonably requested by Buyer (e.g., declaration, bylaws, rules, budget, financials, resale certificate/statement) within days of request. Buyer may terminate within days after receipt if not acceptable and receive Earnest Money back.

13.3 Transfer/Initiation Fees. Association transfer, initiation, capital contribution, and estoppel fees shall be paid as follows: ☐ Seller ☐ Buyer ☐ Split equally ☐ Other: .

CLOSING COSTS; TITLE INSURANCE

14.1 Seller Costs. Seller shall pay: cost of deed preparation; Seller's transfer tax/stamps; Seller's portion of prorations; and [☐ Seller to pay for Owner's Title Policy ☐ Not applicable unless selected].

14.2 Buyer Costs. Buyer shall pay: recording fees for Buyer's mortgage/deed of trust; lender's title insurance premium and endorsements; loan origination/discount fees; appraisal; survey (if obtained by Buyer); Buyer's portion of prorations; and [☐ Buyer to pay for Owner's Title Policy ☐ Not applicable unless selected].

14.3 Owner's Title Insurance. An owner's title insurance policy insuring Buyer in the amount of the Purchase Price will be provided and paid by: ☐ Seller ☐ Buyer ☐ Split equally ☐ Other: .

14.4 Closing Agent Fees. Settlement/closing fees shall be paid: ☐ By Seller ☐ By Buyer ☐ Split equally ☐ Other: .

EARNEST MONEY; ESCROW DISPUTES

15.1 Disbursement at Closing. At Closing, Earnest Money shall be credited to Buyer against the Purchase Price.

15.2 Failure to Close; Escrow Disputes. If either party fails to close as required, Escrow Agent shall disburse Earnest Money pursuant to (a) written mutual instructions, (b) a final order of a court of competent jurisdiction, or (c) in accordance with Arkansas law after providing any required notices. If Escrow Agent receives conflicting demands, Escrow Agent may, in Escrow Agent's discretion, interplead the funds, deduct reasonable attorneys' fees and costs, and be discharged from all liability except for willful misconduct or gross negligence.

REMEDIES ON DEFAULT; REMEDIES ELECTIONS

16.1 Buyer Default. If Buyer defaults and fails to close after satisfying or waiving contingencies, Seller's remedies shall be (select one): ☐ **Liquidated Damages:** Seller shall retain the Earnest Money as liquidated damages as Seller's sole and exclusive remedy, the parties acknowledging difficulty of ascertaining actual damages. ☐ **Actual Damages and Remedies at Law/Equity:** Seller may pursue all remedies available at law or in equity, including specific performance and damages; Earnest Money shall be applied against damages or held pending adjudication. If no box is checked, the default remedy shall be liquidated damages.

16.2 Seller Default. If Seller defaults and fails to close, Buyer's remedies shall be (select one): ☐ Return of Earnest Money and Reimbursement of Buyer's Actually Incurred Third-Party Costs up to $. ☐ Specific Performance and/or All Remedies at Law/Equity; plus return of Earnest Money. If no box is checked, Buyer may elect any remedy at law or equity, including specific performance, and receive a return of Earnest Money.

DISPUTE RESOLUTION

17.1 Method of Dispute Resolution (select one): ☐ Litigation in court of competent jurisdiction ☐ Mediation followed by, if unresolved, litigation ☐ Mediation followed by binding arbitration under the rules of [administrator to be specified], with judgment enforceable in any court ☐ Binding arbitration only If mediation is selected, the parties shall share mediator fees equally unless otherwise agreed. This Section does not apply to actions for injunctive relief or filing of an interpleader by Escrow Agent.

17.2 Attorneys' Fees. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, except as limited by Section 15.2.

TIME; DEADLINES; PERFORMANCE

18.1 Time of the Essence. Time is of the essence for all dates and deadlines in this Agreement.

18.2 Business Days and Delivery Times. If a deadline falls on a Saturday, Sunday, or legal holiday in Arkansas, the deadline shall extend to the next business day. Notices delivered after 5:00 p.m. local time at the recipient's address shall be deemed delivered the next business day.

ASSIGNMENT; 1031 EXCHANGE

19.1 Assignment. Buyer may not assign this Agreement without Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, Buyer may assign to an entity controlled by or under common control with Buyer upon written notice to Seller at least days prior to Closing, without releasing Buyer from liability unless Seller expressly releases Buyer in writing.

19.2 1031 Exchange Cooperation. Either party may complete a tax-deferred exchange under Section 1031 of the Internal Revenue Code. The other party agrees to cooperate at no additional cost, liability, or delay, and without assuming any exchange obligations.

BROKERAGE; AGENCY; COMPENSATION

20.1 Brokers. The following real estate licensees/brokerages are involved (if any):

Listing Brokerage: ;
Agent: ; **License No.:** ;
Address: ;
Phone/Email: .

Selling/Buyer Brokerage: ;
Agent: ; **License No.:** ;
Address: ;
Phone/Email: .

20.2 Agency Disclosure. Seller and Buyer acknowledge receipt of any required agency disclosures and that each party understands the duties owed by their respective licensees, including duties of loyalty, disclosure, and confidentiality as applicable under Arkansas law.

20.3 Compensation. Seller agrees to pay the Listing Brokerage compensation per separate agreement. Buyer agrees to pay the Buyer Brokerage compensation per separate agreement, if any. The parties consent to the closing agent disbursing compensation from Closing proceeds pursuant to written instructions. Dual or limited agency, if any, shall be disclosed and consented to in writing.

NOTICES; DELIVERY METHODS

21.1 Notice Requirements. All notices under this Agreement must be in writing and delivered to the parties and, if applicable, their brokers or attorneys identified herein.

21.2 Permitted Delivery Methods (select all that apply): ☐ Hand delivery ☐ Overnight courier ☐ Certified U.S. Mail, return receipt requested ☐ Email to the email addresses listed in Section 1 ☐ Electronic signature platform delivery ☐ Text message to the phone numbers in Section 1 ☐ Other: .

21.3 Effective Delivery. Notice is effective upon (a) actual receipt, or (b) deemed receipt as evidenced by delivery confirmation for the selected method(s), subject to Section 18.2.

STATE-SPECIFIC PROVISIONS (ARKANSAS)

22.1 Seller Property Disclosure (if provided). Arkansas law does not mandate a specific statewide seller property disclosure form for all residential resales; however, if a disclosure is provided, it shall be attached and incorporated, and Seller represents that any such disclosure is based on Seller's actual knowledge as of the date signed. Buyer remains responsible for independent inspections and verifications.

22.2 Transfer Tax/Revenue Stamps. Documentary transfer tax/revenue stamps required in Arkansas shall be paid as allocated in Section 14.

22.3 Homestead; Dower/Curtesy; Marital Rights. If the Property constitutes homestead or if Seller is married or otherwise required by Arkansas law to obtain spousal joinder or release of marital rights, Seller shall cause all requisite parties to execute the deed and any required affidavits at Closing.

22.4 Septic/Onsite Wastewater. If the Property uses a septic or onsite wastewater system, Seller shall provide any known permits or service records in Seller's possession. Buyer may, at Buyer's expense, obtain a septic inspection and dye test within the Inspection Period.

22.5 Well and Water. If the Property is served by a private well, Seller shall provide any known well logs or test results in Seller's possession. Buyer may test potability and flow during the Inspection Period.

22.6 Floodplain. Buyer is advised to investigate flood hazard designations and insurance requirements. Any lender-mandated flood insurance shall be Buyer's responsibility unless otherwise agreed.

22.7 Lead-Based Paint (pre-1978). See Section 10.6; required federal disclosures, if applicable, are incorporated by attachment.

22.8 Megan's Law/Crime. Neither Seller nor any Broker is responsible for investigating registered offenders or crime statistics. Buyer should consult public records and law enforcement resources during the Inspection Period.

22.9 Marijuana/Controlled Substances. Buyer is advised to conduct inspections for any property conditions caused by cultivation or manufacture of controlled substances if suspected.

22.10 Fair Housing. The parties will comply with all applicable fair housing laws.

GOVERNMENTAL COMPLIANCE; SMOKE/CARBON MONOXIDE ALARMS

23.1 Alarms. If required by applicable code or lender guidelines, Seller shall install and/or maintain operational smoke alarms and, where required, carbon monoxide alarms prior to Closing.

23.2 Certificates/Permits. Seller shall deliver any finaled permits or certificates of occupancy in Seller's possession for improvements materially affecting habitability.

CONDITION AT CLOSING; WALK-THROUGH

24.1 Walk-Through. Buyer shall have the right to a pre-closing walk-through inspection within hours prior to Closing to verify condition, completion of agreed repairs, and removal of excluded items.

24.2 Keys and Access. At possession, Seller shall deliver to Buyer all keys, access cards, gate openers, alarm codes, mailbox keys, garage door remotes, and device/app transfers necessary for access and operation of included systems.

FOREIGN INVESTMENT AND TAX REPORTING

25.1 Reporting. The closing agent is authorized to file any required IRS forms, including 1099-S. Buyer and Seller shall provide tax identification information reasonably requested.

CONDEMNATION

26.1 Taking. If prior to Closing any portion of the Property is taken or is the subject of a pending or threatened condemnation materially affecting residential use, Buyer may terminate and receive Earnest Money back or proceed and receive an assignment of any condemnation awards plus a credit for any amounts received by Seller.

UTILITIES; FUEL; SERVICE CONTRACTS

27.1 Utilities. Seller shall pay all utility charges through the date of possession. Buyer shall arrange for utility service transfers effective as of possession.

27.2 Propane/Heating Oil. If a tank is located on the Property: ☐ owned by Seller and conveys; ☐ leased and does not convey; provider/lessor: . Fuel remaining at Closing shall be ☐ credited to Seller at market rate ☐ included in Purchase Price ☐ other: .

27.3 Service Contracts and Warranties. Any assignable manufacturer warranties and service contracts selected below shall be assigned to Buyer at Closing: ☐ HVAC ☐ Roof ☐ Appliances ☐ Pool/Spa ☐ Termite bond ☐ Home warranty (if any): provider , plan , cost $ paid by ☐ Seller ☐ Buyer ☐ Split equally.

CASUALTY INSURANCE PROCEEDS

28.1 Minor Loss. If minor loss occurs that can be repaired before Closing, Seller shall repair prior to Closing.

28.2 Major Loss. For major loss, see Section 12.4. If Buyer proceeds, Seller shall assign insurance proceeds and provide credits for deductibles/unrepaired items.

INTERPRETATION; MISCELLANEOUS

29.1 Headings. Headings are for convenience only and do not affect interpretation.

29.2 Severability. If any provision is unenforceable, the remainder shall be enforced to the fullest extent permitted.

29.3 Further Assurances. The parties shall execute further instruments reasonably necessary to effectuate this Agreement.

ELECTRONIC SIGNATURES; COUNTERPARTS

30.1 Electronic Signatures. Signatures delivered by electronic means, including PDF, facsimile, or electronic signature platforms, shall be deemed originals and fully enforceable.

30.2 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument.

ENTIRE AGREEMENT; AMENDMENTS; SURVIVAL

31.1 Entire Agreement. This Agreement, together with all addenda and exhibits referenced herein, constitutes the entire agreement of the parties and supersedes all prior discussions and agreements regarding the Property.

31.2 Amendments. No amendment or waiver is effective unless in writing and signed by both parties.

31.3 Survival. Representations, warranties, covenants, and obligations that by their nature should survive Closing shall survive, including without limitation Sections 11.3 (FIRPTA), 15 (Earnest Money disputes to the extent applicable pre-closing), 16 (remedies), and 17 (dispute resolution).

AUTHORITY; NON-RELIANCE

32.1 Authority. Each signatory represents that he/she/it has full authority to bind the party on whose behalf he/she/it signs. If Seller is an entity, Seller shall provide evidence of authority reasonably acceptable to the closing agent.

32.2 Non-Reliance. Buyer acknowledges that neither Seller nor any Broker has made any representation or warranty regarding zoning, square footage, lot size, age, or condition except as expressly set forth in this Agreement or in a signed written disclosure; Buyer has not relied on any oral statements.

GOVERNING LAW; VENUE

33.1 Governing Law. This Agreement is governed by the laws of the State of Arkansas.

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

OFFER; ACCEPTANCE; EXPIRATION

34.1 Offer. This offer is open for acceptance until at a.m./p.m. local time, after which it is automatically withdrawn unless earlier revoked.

34.2 Acceptance. Acceptance occurs upon delivery of Seller's signed counterpart to Buyer in accordance with Section 21. The Effective Date is as provided in Section 1.3.

ADDENDA; DISCLOSURES; ATTACHMENTS

35.1 The following addenda and disclosures are attached and incorporated (check all that apply):

- ☐ Legal Description (Exhibit A)
- ☐ Seller's Property Disclosure Statement
- ☐ Lead-Based Paint Disclosure (pre-1978)
- ☐ Homeowners Association Addendum
- ☐ Financing Addendum
- ☐ Appraisal Contingency Addendum
- ☐ Inspection/Repair Addendum
- ☐ Sale of Buyer's Property Addendum
- ☐ Post-Closing Occupancy Agreement
- ☐ Septic/Well Addendum
- ☐ Flood Hazard Disclosure
- ☐ 1031 Exchange Addendum
- ☐ Seller Financing Addendum (Note/Deed of Trust terms)
- ☐ Arbitration/Mediation Addendum
- ☐ Home Warranty Confirmation
- ☐ Other:

KEY DATES AND DEADLINES SUMMARY

(for convenience only; does not modify contract terms)

Effective Date:

Earnest Money Due:

Additional Deposit Due:

Inspection Period Ends:

Title Objection Deadline:

Seller Cure Deadline:

Appraisal Contingency Deadline:

Insurance Contingency Deadline:

Financing Contingency Deadline:

Closing Date:

Possession Date/Time: at a.m./p.m.

ACKNOWLEDGMENTS

37.1 Wire Fraud Warning. Parties are warned not to rely on emailed wire instructions without direct verbal confirmation to a known and verified phone number for the title/closing agent. Wire fraud losses are typically not recoverable.

37.2 Privacy. The parties consent to the collection, use, and sharing of their personal information as reasonably necessary to effectuate the transaction and Closing.

SIGNATURES

SELLER SIGNATURE 1

SELLER:

By: SELLER DATE 1

Date: *SELLER PRINTED NAME 1*

Printed Name:

Capacity/Title (if entity):

SELLER EMAIL 1

Email:

SELLER PHONE 1

Phone:

SELLER SIGNATURE 2

ADDITIONAL SELLER (IF ANY):

By: SELLER DATE 2

Date: *SELLER PRINTED NAME 2*

Printed Name:

SELLER EMAIL 2

Email:

SELLER PHONE 2

Phone:

BUYER SIGNATURE 1

BUYER:

By: BUYER DATE 1

Date: *BUYER PRINTED NAME 1*

Printed Name:

BUYER EMAIL 1

Email:

BUYER PHONE 1

Phone:

BUYER SIGNATURE 2

ADDITIONAL BUYER (IF ANY):

By: BUYER DATE 2

Date: *BUYER PRINTED NAME 2*

Printed Name:

BUYER EMAIL 2

Email:

BUYER PHONE 2

Phone:

Escrow/Closing Acknowledgment (optional):

Escrow Agent:

By:

Date:

Email:

Phone:

Broker Acknowledgment (optional):

Listing Brokerage:

By:

Date:

Selling/Buyer Brokerage:

By:

Date:

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