Residential Real Estate Purchase Agreement (Iowa)

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

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PARTIES; EFFECTIVE DATE

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

SELLER:

whose address is

telephone:

email:

BUYER:

whose address is

telephone:

email:

1.2 Effective Date. The "Effective Date" is the date the last party signs this Agreement (including any counteroffer incorporated herein) as indicated on the signature page.

PROPERTY

2.1 Description. Seller agrees to sell and Buyer agrees to purchase the following real property located in the State of Iowa ("Property"):

Street Address:

City: County:

Zip:

Legal Description:

Parcel/Tax Identification Number:

2.2 Appurtenant Rights; Easements. The Property includes all appurtenant rights, privileges, tenements, hereditaments, and easements benefiting the Property, and is subject to recorded easements, restrictions, and covenants of record not materially interfering with current residential use.

2.3 Improvements. The Property includes all buildings and improvements located thereon, including, without limitation, the dwelling and any garages, sheds, fences, landscaping, and fixtures attached to the Property, except as expressly excluded in Section 3.2.

INCLUDED AND EXCLUDED PROPERTY

3.1 Included. Unless excluded below, the sale includes all fixtures and items affixed to the Property, including but not limited to: built-in appliances; attached lighting and ceiling fans; built-in cabinetry; attached floor coverings; curtain rods and window hardware; attached mirrors; attached sound systems; TV wall mounts (but not TVs unless checked below); garage door openers and remotes; mailbox; installed water treatment systems; smoke/CO detectors; thermostats; security system components affixed to the Property (excluding leased equipment); and landscaping and trees. Additional included personal property (if any): ______________________

- ☐ Television(s)
- ☐ Washer
- ☐ Dryer
- ☐ Refrigerator
- ☐ Freezer
- ☐ Range/Oven
- ☐ Microwave
- ☐ Dishwasher
- ☐ Water Softener
- ☐ Other: ______________

3.2 Excluded. The following items are excluded from the sale: ______________

Leased items excluded unless otherwise stated: propane tanks, solar equipment, water softeners, security systems, or other rented/leased equipment.

PURCHASE PRICE AND EARNEST MONEY

4.1 Purchase Price. The total purchase price for the Property ("Purchase Price") is $ ______________, payable as follows:

Earnest Money: $ ________ ("Earnest Money") deposited per Section 4.2.
Additional Down Payment at Closing: $ ________.
Loan Amount (if any): $ ________.
Balance due at Closing by wire transfer or other immediately available funds: $ ________.

4.2 Earnest Money; Escrow Holder. Within ________ Business Days after the Effective Date, Buyer shall deposit the Earnest Money with ________ ("Escrow Holder") at ________ (address/email/wire instructions). Earnest Money shall be held in an interest-bearing

- ☐ yes
- ☐ no account.

If interest-bearing, interest shall accrue to

- ☐ Buyer
- ☐ Seller
- ☐ Escrow Holder (as permitted by law). Failure to timely deposit is a default by Buyer subject to Section 18.

4.3 Application of Earnest Money. At Closing, Earnest Money shall be applied to the Purchase Price. If this Agreement terminates as permitted herein, Earnest Money shall be disbursed pursuant to Section 17 and Section 16.7.

FINANCING TERMS

5.1 Financing Election. Buyer shall complete the transaction as follows (select all that apply):

- ☐ Cash Purchase (no financing contingency)
- ☐ Conventional Financing
- ☐ FHA Financing
- ☐ VA Financing
- ☐ USDA Financing
- ☐ Seller Financing
- ☐ Other: ________

5.2 Financing Details. If financing is elected, Buyer shall in good faith apply for and pursue financing approval.

Lender: ____
Loan Type/Term: ____
Fixed/Adjustable: ____
Interest Rate not to exceed: ____% [or "prevailing market rate"]
Loan-to-Value not to exceed: ____%
Mortgage Insurance (if applicable): ☐ required ☐ not required
Seller-paid points/credits: $____ or ____% [if any]

5.3 Loan Application and Commitment. Buyer shall apply for financing within ____ Business Days after the Effective Date and provide Seller written evidence of application by that deadline. Buyer shall provide Seller with written loan commitment (not subject to conditions other than customary underwriting, appraisal, title, insurance, or Buyer's sale contingency if elected) by ____ [date/deadline].

5.4 Seller Financing (if elected). Terms to be set forth in an attached Seller Financing Addendum. Key terms: principal $____, interest ____% per annum, amortization ____ years, balloon ☐ yes / ☐ no at ____ months, due-on-sale ☐ yes / ☐ no, prepayment penalty ☐ yes / ☐ no, security instrument:

☐ mortgage
☐ deed of trust (as applicable in Iowa),
☐ other: ____ .

CONTINGENCIES

6.1 Financing Contingency. If Buyer elected financing above, this Agreement is contingent on Buyer obtaining a written loan commitment as provided in Section 5.3 by the financing contingency deadline of ____ [date]. If not obtained by the deadline, Buyer may terminate by written notice to Seller before expiration of the deadline, whereupon Earnest Money shall be returned to Buyer per Section 16.7.

6.2 Appraisal Contingency. This Agreement is contingent upon the Property appraising at or above the Purchase Price (or $____). If the appraisal is less than the stated amount, Buyer may:

- ☐ terminate and receive Earnest Money refund;
- ☐ elect to proceed and pay the difference in cash;
- ☐ request price reduction;
- ☐ other: ____.

If FHA/VA/USDA financing is elected, applicable appraisal/valuation conditions apply. Deadline for appraisal: ____ [date].

6.3 Title Contingency. Buyer's obligations are contingent upon receipt and approval of marketable title as described in Section Buyer shall have ______ Business Days after receipt of the **title evidence** described in Section 8, together with any restrictive covenants and recorded exceptions, to object in writing. If Seller cannot cure the objections before Closing, Buyer may terminate this Agreement or waive the objection pursuant to Section 8.4.

6.4 Insurance Contingency. Buyer's obligations are contingent upon Buyer obtaining property insurance on commercially reasonable terms by ______ [date]. If unable, Buyer may terminate before such deadline for a refund of Earnest Money.

6.5 Sale of Buyer's Property (if applicable). ☐ This Agreement is contingent upon Buyer's sale and closing of Buyer's property located at ______ by ______ [date]. Buyer shall promptly notify Seller of status changes. If elected, attach a Sale of Buyer's Property Addendum.

6.6 Other Contingencies. ☐ None ☐ See attached Addendum describing: ______.

INSPECTIONS AND INVESTIGATIONS

7.1 Inspection Right. Buyer may, at Buyer's expense, conduct inspections and investigations of the Property, including but not limited to structural, mechanical, electrical, plumbing, roof, foundation, HVAC, water quality, septic, well, radon, mold, pest/wood-destroying insects, environmental, lead-based paint (if applicable), and code compliance.

7.2 Inspection Period; Access. Buyer shall complete inspections within ______ calendar days after the Effective Date ("Inspection Period"). Seller shall provide reasonable access, utilities on, and permit licensed inspectors. Buyer shall restore the Property and repair damage caused by inspections.

7.3 Inspection Response; Remedies. On or before the end of the Inspection Period, Buyer shall deliver one of the following written elections (select by notice, not checkbox):

Accept Property "as is" and proceed to Closing; or

Provide a written request for repairs or credits; or

Terminate this Agreement.

7.4 Seller Response. If Buyer requests repairs/credits, Seller shall respond within ______ days. If the parties do not reach a written agreement by ______ days after Seller's response deadline, either party may terminate by written notice, whereupon Earnest Money shall be returned to Buyer, except if Buyer failed to timely elect, Buyer shall be deemed to accept "as is."

7.5 Wood-Destroying Insect Inspection. ☐ Required ☐ Not Required. If required, the inspection shall be completed by ______________ [date], and any treatment/repairs allocated per Section 13.3 or as otherwise agreed.

7.6 Radon Testing. ☐ Required ☐ Not Required. If required, testing and any mitigation requests shall occur within the Inspection Period.

7.7 Well/Septic. If the Property has a private well or septic system, Buyer may conduct water quality testing and septic inspection within the Inspection Period. ☐ Time-of-transfer septic inspection required by local authority ☐ Not Required ☐ Unknown.

7.8 "As Is" Disclosure. Even if "as is," Seller must maintain the Property from the Effective Date until Closing in substantially the same condition, ordinary wear and tear excepted, and disclose known material adverse facts per Section 15.2.

TITLE, CONVEYANCE, AND CLOSING DOCUMENTS

8.1 Title Evidence. Within ______________ Business Days after the Effective Date, Seller shall deliver, or cause to be delivered, evidence of marketable title to the Property. Such evidence may consist of one or more of the following, as applicable:

• an updated Abstract of Title;
• an attorney's title opinion;
• an Iowa Title Guaranty commitment or certificate;
• a commitment for owner's title insurance issued by a licensed title insurer; or
• other evidence of marketable title acceptable under Iowa law and any Buyer's lender requirements.

Seller shall also provide copies of all recorded exceptions affecting title.

8.2 Deed Type. At Closing, Seller shall convey marketable title to Buyer by:

☐ General Warranty Deed
☐ Special Warranty Deed
☐ Quit Claim Deed
☐ Executor/Trustee/Personal Representative Deed
☐ Other: ______________

8.3 Marketable Title; Permitted Exceptions. Title shall be marketable subject only to: (a) general real estate taxes not yet due and payable; (b) easements, covenants, and restrictions of record not materially interfering with current residential use; and (c) matters caused by Buyer.

8.4 Title Objections. Buyer shall have ______________ Business Days after receipt of the title commitment and exception documents to deliver written title objections. Seller shall have until the earlier of Closing or ______________ days after receipt to cure. If Seller cannot or will not cure, Buyer may: (a) terminate and receive Earnest Money; or (b) waive the objection and proceed to Closing.

8.5 Closing Documents. At Closing, Seller shall deliver the executed deed, transfer declarations, non-foreign person affidavit (FIRPTA), lien releases, owner's affidavit, and keys/means of access. Buyer shall deliver the Purchase Price balance and executed loan documents (if any).

CLOSING, POSSESSION, AND PRORATIONS

9.1 Closing. The closing of the sale ("Closing") shall occur on ____________ [date], or earlier/later by mutual written agreement, at

☐ Title Company: ____________

☐ Attorney: ____________

☐ Other: ____________.

9.2 Possession. Possession shall transfer as follows (select one or more if applicable):

☐ At Closing, upon recording and funding

☐ ____________ calendar days after Closing at ____________ ☐ am / ☐ pm

☐ Early Occupancy by Buyer under separate Early Occupancy Agreement

☐ Post-Closing Occupancy by Seller under separate Post-Closing Occupancy Agreement

9.3 Prorations. As of the Closing date, the following shall be prorated on a calendar-year basis: real estate taxes (based on the most recent ascertainable tax bill or [proration agreement]), special assessments (as allocated in Section 13), rents (if any), association dues, fuel in tanks at market rate, and other recurring charges. Final water/sewer and utility charges shall be paid per final readings or local practice.

9.4 Risk of Loss. Risk of loss remains with Seller until Closing and transfer of possession. If material damage or condemnation occurs before Closing, Buyer may terminate or elect to proceed with an assignment of insurance/condemnation proceeds and closing adjustments.

ASSESSMENTS AND HOMEOWNERS ASSOCIATIONS

10.1 Special Assessments. Special assessments levied or confirmed as of the Effective Date shall be paid as follows:

☐ By Seller at or before Closing

☐ By Buyer

☐ Split equally

☐ Other: ________

Assessments becoming known or levied after the Effective Date but before Closing shall be paid as follows:

☐ By Seller

☐ By Buyer

☐ Split equally

☐ Other: ________

10.2 Homeowners Association. ☐ Not applicable ☐ Applicable. If applicable, Seller shall provide Buyer, within ________ days after Effective Date, available association documents, bylaws, rules, budgets, statements, and resale disclosures. Buyer shall have ________ days after receipt to review and may terminate before that deadline if unacceptable, with Earnest Money refunded.

PROPERTY CONDITION AND DISCLOSURES

11.1 Condition. Except as otherwise agreed in writing, the Property shall be delivered at Closing in substantially the same condition as on the Effective Date, ordinary wear and tear excepted, free of debris and personal property not included in this sale, and with all systems in working order.

11.2 Seller's Disclosure. Seller shall provide any required property condition disclosures, including but not limited to residential property disclosure statements, lead-based paint disclosures for pre-1978 housing, well/septic disclosures, and any known material adverse facts affecting the Property.

11.3 Lead-Based Paint (if applicable to pre-1978). ☐ Lead-Based Paint Disclosure attached. Buyer shall have a ________ day opportunity to conduct a risk assessment or inspection for lead-based paint and/or hazards, and may terminate within that period if unsatisfactory.

11.4 Smoke/Carbon Monoxide Alarms. If required by local or state code, Seller shall ensure installation of required smoke and carbon monoxide alarms prior to Closing.

TITLE EVIDENCE, ABSTRACTS, TITLE COVERAGE AND SURVEY

12.1 Owner's Title Coverage or Abstract. Unless otherwise agreed in writing, the parties shall utilize the form of title evidence customarily used for the transaction, which may include an updated Abstract of Title with attorney's title opinion, Iowa Title Guaranty coverage, or an owner's title insurance policy. The cost of such title evidence or coverage shall be paid by:

- ☐ Seller
- ☐ Buyer
- ☐ Split
- ☐ Other: ______ .

12.2 Lender's Policy. If Buyer obtains financing, a lender's policy shall be issued at Buyer's expense unless the lender otherwise pays.

12.3 Survey. ☐ No new survey required ☐ Survey required.

If required, a survey acceptable to Buyer's lender and title insurer shall be obtained by ☐ Buyer ☐ Seller ☐ Split, by ______ [date].

GOVERNMENTAL MATTERS; TAXES; UTILITIES

13.1 Taxes. Real estate taxes shall be prorated as provided in Section 9.3. Any rollback or credits shall be handled per local practice unless otherwise agreed: ______.

13.2 Utility Services. Seller shall ensure utilities remain on through the earlier of Closing or possession transfer. Buyer shall arrange for post-possession utility accounts.

13.3 Code Compliance; Required Repairs. Any repairs or treatments required by lender, appraiser, or governmental authority shall be paid by:

- ☐ Seller
- ☐ Buyer
- ☐ Split
- ☐ Other: ______ , unless otherwise mandated by specific loan program requirements.

GOVERNMENT NOTICES AND FIRPTA

14.1 Government Notices. To Seller's knowledge, Seller has received the following written governmental notices affecting the Property that remain outstanding: ______. If none, write "none."

14.2 FIRPTA. Seller represents that Seller is ☐ a "non-foreign person" ☐ a "foreign person" under the Foreign Investment in Real Property Tax Act (FIRPTA). At Closing, Seller shall provide a non-foreign person affidavit if applicable. If Seller is a foreign person, Buyer may be required to withhold and remit tax as required by law.

CLOSING COSTS AND SETTLEMENT

15.1 Buyer Costs. Unless prohibited by Buyer's loan program, Buyer shall pay: loan origination and lender fees, appraisal, credit report, lender's title policy, recording fees for Buyer's mortgage, Buyer's inspections, and Buyer's attorney fees.

15.2 Seller Costs. Seller shall pay: deed preparation, deed transfer tax if applicable, abstract continuation, attorney's title opinion, Iowa Title Guaranty fees, or owner's title insurance premium, as applicable under Section 12.1, recording fees for releases, Seller's settlement fee (if any), and Seller's attorney fees.

15.3 Settlement Statements. The parties shall review and approve settlement statements prior to Closing. Any post-Closing adjustments shall be made within ______________ days after discovery.

EARNEST MONEY; ESCROW; DISPUTES

16.1 Holding. Escrow Holder shall hold and disburse Earnest Money in accordance with this Agreement and applicable law.

16.2 Disbursement on Closing. At Closing, Earnest Money shall be credited to Buyer.

16.3 Failure to Close. If Closing does not occur, Escrow Holder shall disburse the Earnest Money only upon joint written instructions of the parties, a final order of a court of competent jurisdiction, or as otherwise permitted by law.

16.4 Conflicting Demands. If Escrow Holder receives conflicting demands, Escrow Holder may continue to hold Earnest Money until the parties resolve the dispute, or interplead Earnest Money into a court of competent jurisdiction. Escrow Holder may deduct reasonable attorneys' fees and costs of interpleader from the Earnest Money.

16.5 Escrow Holder Liability. Escrow Holder shall not be liable except for willful misconduct or gross negligence.

16.6 Returned Funds. If any Earnest Money instrument is dishonored or reversed, Buyer shall cure within ______________ days after notice.

16.7 Contractual Refunds. Where this Agreement provides for Earnest Money refund to Buyer, Escrow Holder is authorized to promptly release Earnest Money to Buyer upon receipt of Buyer's termination notice and Seller's acknowledgment or as permitted by law.

REMEDIES ON DEFAULT

17.1 Buyer Default. If Buyer defaults and fails to close as required, Seller's remedies (select one; if none selected, liquidated damages is the default):

☐ **Liquidated Damages:** The Earnest Money is forfeited to Seller as Seller's sole and exclusive remedy, as liquidated damages, the parties agreeing actual damages are difficult to ascertain.

☐ **Seller's Election of Remedies:** Seller may elect either (a) liquidated damages (Earnest Money forfeiture), or (b) actual damages and all remedies available at law or in equity, including specific performance.

☐ **Specific Performance and Damages:** Seller may seek specific performance and/or actual damages, and recover reasonable attorneys' fees and costs [if permitted by law].

17.2 Seller Default. If Seller defaults and fails to close as required, Buyer's remedies (select one; if none selected, election of remedies is the default): ☐ Return of Earnest Money as sole remedy

☐ **Buyer's Election of Remedies:** Buyer may elect (a) return of Earnest Money and reimbursement of out-of-pocket inspection, appraisal, and title expenses up to $ __________, or (b) specific performance and/or actual damages, and reasonable attorneys' fees and costs [if permitted by law].

☐ **Specific Performance and Damages:** Buyer may seek specific performance and/or actual damages, and reasonable attorneys' fees and costs [if permitted by law].

17.3 Cure Period. Except for failures occurring on the scheduled Closing date, a non-defaulting party shall provide written notice and a cure period of __________ days before exercising remedies.

DISPUTE RESOLUTION

18.1 Method. Disputes arising out of this Agreement shall be resolved by (select one):

☐ Mediation (good-faith mediation as a condition precedent to litigation)

☐ Binding Arbitration administered by __________ under its rules

☐ Litigation in court

18.2 Venue; Governing Law. Regardless of the method selected, Iowa law governs. Venue shall lie in the state courts located in __________ County, Iowa, or the federal court for the __________ District of Iowa, as applicable.

ASSIGNMENT; 1031 EXCHANGE

19.1 Assignment.

☐ Buyer may not assign without Seller's prior written consent.

☐ Buyer may assign to an affiliated or financing entity upon notice to Seller.

☐ Buyer may freely assign. Any assignment does not release Buyer unless Seller consents in writing.

19.2 1031 Exchange Cooperation. Either party may structure this transaction as part of a tax-deferred exchange under Section 1031. The non-exchanging party shall cooperate at no additional cost or liability, and Closing shall not be delayed.

NOTICES

20.1 Delivery Methods. Notices under this Agreement shall be in writing and deemed delivered when sent by any of the following (select all permitted):

☐ Personal delivery

☐ Certified mail, return receipt requested

☐ Overnight courier

☐ Email to the addresses listed in Section 1

☐ Electronic signature platform delivery

☐ Facsimile

20.2 Notice Timing. Notices are effective upon delivery or transmission confirmation if sent during business hours; otherwise, the next Business Day.

20.3 Contacts for Notice.

Buyer notice to: ____________________ **(email:** ____________________**).**

Seller notice to: ____________________ **(email:** ____________________**).**

TIME; DEADLINES

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

21.2 Business Days. "Business Days" means Monday through Friday, excluding federal or Iowa state holidays.

21.3 Extensions. Deadlines may be extended only by written agreement of the parties.

STATE-SPECIFIC DISCLOSURES AND PROVISIONS (IOWA)

22.1 Residential Property Disclosure. If required, Seller shall provide a completed residential property disclosure statement prior to Buyer's written offer or as otherwise allowed; Buyer's rights upon late delivery include the right to cancel within the applicable statutory period ______________ [date to be determined].

22.2 Septic/Well; Time of Transfer. If applicable, Seller shall comply with any time-of-transfer inspection or certification requirements for private sewage disposal systems and provide any required documentation prior to Closing [local requirements to be verified].

22.3 Methamphetamine Laboratory Disclosure. Seller shall disclose any known use, production, or storage of methamphetamine on the Property when required and provide any available remediation documentation.

22.4 Radon. Buyer is encouraged to test for radon. If a test is performed and results exceed recommended action levels, Buyer may request mitigation or terminate within the Inspection Period.

22.5 Homestead; Agricultural Use. If the Property includes agricultural land or is subject to homestead rights, necessary consents and spousal signatures shall be provided as required. If located in a drainage district or subject to levee/drainage assessments, such matters shall be treated as special assessments per Section 10.

22.6 Floodplain. Seller discloses that the Property is ☐ within ☐ not within a FEMA-designated flood hazard area to Seller's knowledge. Buyer should verify flood insurance requirements.

22.7 Smoke-Free/Vaping Laws; Carbon Monoxide. Parties acknowledge compliance with applicable Iowa requirements regarding smoke-free environments and CO detectors in dwellings, as applicable.

BROKERAGE AND AGENCY DISCLOSURES

23.1 Brokerage Relationships. The following real estate licensees are involved in this transaction:

Listing Brokerage: ____________________
License # ____________________
Agent: ____________________ License # ____________________
Selling/Buyer Brokerage: ____________________
License # ____________________
Agent: ____________________ License # ____________________

23.2 Agency. Each brokerage represents the following (select all that apply as permitted by Iowa law):

- ☐ Listing Brokerage represents Seller
- ☐ Buyer Brokerage represents Buyer
- ☐ Dual Agency with informed written consent
- ☐ Transaction Brokerage/Non-Agency Required agency disclosures and consents are attached or will be provided per Iowa law.

23.3 Compensation. Compensation shall be pursuant to separate brokerage agreements. Brokers are not parties to this Agreement and are not liable for performance of the parties.

ELECTRONIC SIGNATURES; COUNTERPARTS

24.1 Electronic Signatures. Signatures transmitted electronically (including via PDF, facsimile, or electronic signature platform) are deemed original and binding.

24.2 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; SEVERABILITY

25.1 Entire Agreement. This Agreement, including any addenda and disclosures attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings concerning the Property.

25.2 Amendments. Amendments or waivers must be in a signed writing by both parties.

25.3 Severability. If any provision is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

OFFER, ACCEPTANCE, AND EXPIRATION

26.1 Offer. This offer shall remain open for acceptance until ____________ [date/time], after which it shall be deemed withdrawn unless earlier revoked.

26.2 Acceptance. Acceptance occurs upon execution by the receiving party and delivery of the executed Agreement to the offering party prior to expiration.

26.3 Counteroffers. Any changes constitute a counteroffer and rejection of the prior offer unless expressly stated otherwise.

AUTHORITY OF SIGNATORIES

27.1 Capacity. Each individual signing on behalf of an entity represents that they have full authority to bind the entity.

27.2 Multiple Sellers/Buyers. If multiple Sellers or Buyers sign, obligations are joint and several unless otherwise stated.

GOVERNING LAW; VENUE

28.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

28.2 Venue. Venue for any action arising out of this Agreement shall be in the state courts of ____________ County, Iowa, or the federal court for the ____________ District of Iowa, as applicable.

KEY DATES AND DEADLINES

29.1 Effective Date: ____________

29.2 Earnest Money Deposit Due: ____________

29.3 Inspection Period Ends: ____________

29.4 Appraisal Deadline: ____________

29.5 Title Commitment Delivery: ____________

29.6 Title Objection Deadline: ____________

29.7 Financing Application Deadline: ____________

29.8 Loan Commitment Deadline:

29.9 Association Documents Delivery:

29.10 Association Review Deadline:

29.11 Survey Deadline (if applicable):

29.12 Insurance Contingency Deadline:

29.13 Closing Date:

29.14 Possession Date/Time:

ATTACHMENTS;

- ☐ Lead-Based Paint Disclosure (pre-1978)
- ☐ Residential Property Condition Disclosure
- ☐ Radon Disclosure/Test Results
- ☐ Well Disclosure
- ☐ Septic/Time-of-Transfer Inspection Report
- ☐ Homeowners Association Documents/Disclosure
- ☐ Financing Addendum (Conventional/FHA/VA/USDA)
- ☐ Seller Financing Addendum/Promissory Note/Mortgage
- ☐ Sale of Buyer's Property Contingency Addendum
- ☐ Early Occupancy Agreement
- ☐ Post-Closing Occupancy Agreement
- ☐ Appraisal Contingency Addendum
- ☐ Inspection Objection/Resolution Addendum
- ☐ Title/Special Assessment Addendum
- ☐ 1031 Exchange Addendum
- ☐ Agency Disclosure and Consent
- ☐ Other:

ADDITIONAL TERMS

31.1 Additional Provisions.

31.2 Survival. Representations, warranties, and obligations that by their terms or nature should survive Closing shall so survive, including but not limited to Sections 11.2, 12.1 (policy issuance), 14.2, 17, 18, 19.2, and 25.

SIGNATURES

SELLER: 1

BY:

DATE:

PRINTED NAME:

TITLE/CAPACITY (IF ENTITY):

SELLER: 2

BY:

DATE:

PRINTED NAME:

TITLE/CAPACITY (IF ENTITY):

BUYER: 1

BY:

DATE:

PRINTED NAME:

TITLE/CAPACITY (IF ENTITY):

BUYER: 2

BY:

DATE:

PRINTED NAME:

TITLE/CAPACITY (IF ENTITY):

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