MyStateMLS

PURCHASE AGREEMENT

(**Improved Property**)
For exclusive use by licensed real estate professionals in Indiana

Date: ______________________

A. BUYER:

The Buyer agrees to purchase the following property from the Seller, in consideration of and subject to the terms, provisions, and conditions outlined below.

B. PROPERTY:

The property ("Property") is identified as: ____
Located in ________________________ Township, ______________________ County,
Indiana, ZIP Code ______________.
Legal description: ____

This purchase includes all existing permanent improvements and attached fixtures (unless specifically leased or excluded). These include, but are not limited to: electrical and gas fixtures, heating and central air-conditioning systems and attachments, built-in kitchen appliances, sump pumps, water softeners, water purifiers, fireplace inserts, gas logs, grates, central vacuum systems, window coverings, drapery rods and fixtures, ceiling fans, light fixtures, towel racks, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, landscaping, mailboxes, garage door openers (including remotes), and any other items described here:

Additional inclusions (if applicable): Any smart home devices must be specified in this section.

ITEMS EXCLUDED (including leased items):

The terms of this Agreement determine what items are included or excluded. The Seller's Disclosure Form, multiple listing service, or other promotional materials do not control these terms. All items sold shall be fully paid for by the Seller at or before closing.

The Buyer is responsible for verifying and relying on their own measurements and evaluations of square footage, lot size, room dimensions, and community features, if applicable. The Buyer releases the Seller, Listing Broker, Selling Broker, and all licensees associated with them from any liability relating to such determinations.

C. PRICE:

The Buyer agrees to pay a total purchase price of **$__________ U.S. Dollars** for the Property.

If the Buyer obtains an appraisal, this Agreement is contingent on the Property appraising for at least the agreed purchase price. If the appraised value is lower, the Buyer may choose to proceed with the purchase at the agreed price. If not, either party may terminate this Agreement, or both may mutually agree to modify the purchase price.

D. EARNEST MONEY:

1. **SUBMISSION:**
   The Buyer shall submit **$__________ U.S. Dollars** as earnest money, which will be applied toward the purchase price at closing. If the earnest money is not submitted with this Agreement, it must be delivered to the Escrow Agent within _______ hours or _______ days of acceptance of the offer.

Escrow Agent: ☐ Listing Broker ☐ Selling Broker ☐ Other ___________________________

The Escrow Agent shall, within **two (2) banking days** of receiving the earnest money, deposit it into an escrow account and hold it until the transaction closes or this Agreement terminates. If the offer is not accepted, the earnest money will be promptly refunded to the Buyer.

If the Buyer fails to submit the earnest money on time, the Seller may terminate this Agreement by issuing a written Notice of Termination before the Escrow Agent receives the funds.

2. **DISBURSEMENT:**
   If either party notifies that they do not intend to perform, and the Broker is acting as the Escrow Agent, the Broker may release the earnest money according to the terms of this Agreement.

If no terms are stated, the Broker may send written notice by certified mail to both parties, identifying the intended recipient of the funds, as allowed under 876 IAC 8-2-2. If neither party initiates a mutual release or files litigation within **sixty (60) days** of the mailing date, the Broker may release the funds to the party named in the letter.

If the Escrow Agent is **not** a Broker, this 60-day process does not apply. If the Escrow Agent **is** a Broker, they will have no further obligation to disburse funds except through a signed mutual release. If a court issues an order for payment, or as otherwise allowed under **876 IAC 8-2-2** (regarding the release of earnest money), the **Buyer and Seller** agree to hold the **Broker** harmless from any and all liability — including attorney's fees and costs — arising from the **good-faith disbursement of Earnest Money** in accordance with this Agreement and applicable licensing regulations.

E. METHOD OF PAYMENT

(Check the appropriate option below.)

1. **CASH:**
   The full purchase price will be paid in cash, in U.S. Dollars. No financing is required. Buyer shall provide proof of available funds either **with the offer** or **within ___ days** after acceptance.
   If the Buyer does not provide proof of funds on time, the Seller may terminate this Agreement by delivering a **Notice of Termination** before receiving such proof.

Buyer ☐ will ☐ will not obtain an appraisal.

---

2. **NEW MORTGAGE:**
   Completion of this transaction is contingent upon the Buyer's ability to obtain a new mortgage loan, as follows:

☐ Conventional ☐ Insured Conventional ☐ FHA ☐ VA ☐ Other: _____________

The Buyer shall secure a first mortgage loan for ___**%** of the purchase price, payable in not less than ___ **years**, with an initial interest rate not exceeding ___**% per annum** and not more than ___ **points**.

Buyer will be responsible for all costs of obtaining financing, except for any Seller-paid concessions agreed to herein.

Any required inspections, lender fees, or charges mandated by FHA, VA, or any mortgage insurer will be made and assessed according to their applicable regulations and shall override any conflicting terms of this Agreement.

---

3. **ASSUMPTION:**
   (Attach applicable Financing Addendum if Buyer is assuming an existing mortgage.)
4. **CONDITIONAL SALES CONTRACT:**
   (Attach applicable Financing Addendum.)
5. **OTHER METHOD OF PAYMENT:**
   (Attach applicable Financing Addendum if using any alternative financing method.)

F. TIME FOR OBTAINING FINANCING

1. **APPLICATION:**
   Within ___ **days** of acceptance of this Agreement, the Buyer agrees to submit a **written loan application** and diligently pursue loan approval or assumption of the unpaid mortgage balance.
   The Buyer shall make every reasonable effort to meet lender requirements and cooperate with both the Broker and Seller.
   The Buyer authorizes the lender to order an **appraisal immediately.**
2. **APPROVAL:**
   No later than ___ **days** after acceptance of this Agreement, the Buyer shall obtain written **loan approval**, which includes a completed appraisal (if required by the lender).
   If approval is not obtained within the stated timeframe, this Agreement may be terminated unless both parties mutually agree in writing to extend the deadline.

G. SELLER CONTRIBUTIONS

1. **SELLER CONCESSIONS:**
   The Seller shall provide an allowance of up to **$________ U.S. Dollars** or ___**%** of the purchase price for the Buyer's allowable closing costs.
2. **BUYER BROKER COMPENSATION:**
   The Seller agrees to pay the Buyer's Broker a commission of **$________ U.S. Dollars** or ___**%** of the purchase price.
   This payment does not establish an agency relationship between the Buyer's Broker and the Seller.

H. CLOSING

1. **DATE:**
 The closing of the sale ("Closing Date") shall occur on or before ____________________, or within ___ **days** after ____________________, whichever is later.
 This Agreement shall terminate unless an extension is mutually agreed upon in writing. Any earlier closing date must also be agreed to in writing by both parties.

2. **FEE:**
 Any settlement or closing fee charged by the closing agent or company shall be paid by:
 ☐ Buyer ☐ Seller ☐ Shared Equally
 (If Buyer's allowance includes this cost, it will be noted accordingly.)

3. **CONTINGENCY:**
 This Agreement:
 ☐ is **not** contingent upon the closing of another transaction;
 ☐ is contingent upon the closing of Buyer's pending property sale located at:
 ____
 Scheduled to close by: ___________________________

If the referenced transaction fails to close, this Purchase Agreement becomes **null and void**, and the earnest money will be disbursed per a **Mutual Release Agreement.**

☐ is contingent upon the acceptance of a Purchase Agreement for Buyer's property.
 See attached:
 - *Addendum to Purchase Agreement – First Right Contingency*
 - *Addendum to Purchase Agreement – Limited Purchase Contingency Right*

---

4. **GOOD FUNDS:**
 Regardless of other terms, both parties agree that all funds required for closing must comply with **Indiana Code 27-07-3.7 et seq.**
 All single-source funds of **$10,000 or more** must be wired directly and unconditionally to the closing agent's escrow account.
 Funds below **$10,000** from a single source must qualify as "good funds" as defined by statute.
 The Buyer acknowledges that any wire transfer fees or related costs will appear on the closing statement.

WIRE FRAUD NOTICE:
 If you receive any electronic communication instructing you to transfer funds or provide nonpublic personal information — **even if the message appears to come from your Broker or Title Company** — do **not** respond until you have verified its authenticity directly with your Broker or Title Company. Do not rely on phone numbers, links, or contact details provided within the suspicious communication. Such messages may be part of a fraudulent scheme designed to steal funds or personal information.

I. POSSESSION

1. **Delivery of Possession:**
 Possession of the Property shall be delivered to the Buyer either **at closing** or **within ___ days** following the day after closing, to occur by ☐ AM ☐ PM ☐ noon on or before ______**, by ☐ AM ☐ PM ☐ noon if closing occurs.**
 For each day the Seller retains possession after closing, the Seller shall pay the Buyer **$ U.S. Dollars per day.**

If the Seller fails to deliver possession as required above, the Seller shall pay the Buyer **$______ U.S. Dollars per day as liquidated damages** until possession is transferred. The Buyer also retains all other legal and equitable remedies available under this Agreement.

2. **Maintenance of Property:**
   The Seller shall maintain the Property in its current condition until possession is transferred to the Buyer, except for repairs agreed upon following any inspections. The Buyer may inspect the Property before closing to confirm the Seller's compliance with this provision. The Seller must remove all debris and personal items not included in the sale prior to closing.

3. **Casualty Loss:**
   The Seller shall bear the risk of any damage or destruction to the Property before closing, including any insurance deductibles. If such damage is not fully repaired before closing, the Buyer may, at their option:
   (a) terminate this Agreement and receive an immediate refund of earnest money, or
   (b) proceed with closing, in which case all insurance proceeds from such loss shall be assigned in writing by the Seller to the Buyer.

4. **Utilities / Municipal Services:**
   The Seller shall pay all municipal service and public utility charges through the date of possession.

5. **Home Heating Fuel:**
   Any remaining fuel in storage tanks shall be ☐ included in the sale or ☐ purchased by the Buyer at the current market rate, measured within **five (5) days prior to closing** (if applicable).

J. LEASED PROPERTY

If the Property is subject to a valid lease between the Seller and tenant(s), a copy of the lease must be provided to the Buyer within **___ days** of acceptance of this Agreement.
If the Buyer fails to provide a written response within **___ days** of receiving the lease, it shall be deemed accepted. Possession will remain subject to tenant rights.

If the Buyer does not accept any lease provision(s) and those terms cannot be renegotiated with the tenant(s), this Agreement may be terminated, and the earnest money shall be promptly refunded to the Buyer.

K. SURVEY

The Buyer shall receive (check one):
☐ **Surveyor Location Report** – a survey where corner markers are not set;
☐ **Boundary Survey** – a survey where property corner markers are set before closing;
☐ **Waived** – no survey unless required by the lender.

Cost responsibility (check one): ☐ Buyer's expense ☐ Seller's expense ☐ Shared equally ☐ Other: ____________.

The survey shall:

1. Be completed and certified to the current date before closing.

2. Be satisfactory to the Buyer;

3. Show the location of all improvements and easements.

If the Buyer waives the survey, the Seller, Listing Broker, Selling Broker, and all associated licensees are released from any liability for matters that could have been discovered through a survey. This release shall survive closing.

L. FLOOD AREA

If the Property lies within a floodplain, the Buyer may be required to obtain flood insurance at their own expense. Revisions to federal flood maps or regulations may significantly increase future insurance costs or require coverage for properties previously exempt. Buyers are advised to consult licensed flood insurance agents regarding coverage and potential premium changes.
The Buyer ☐ may ☐ may not terminate this Agreement if flood insurance is required.

M. BUILDING USE LIMITATIONS

The Buyer's intended use of the Property is ☐ single-family, owner-occupied ☐ other: _________.
The Buyer shall have ** days after acceptance** of this Agreement to confirm compliance with any applicable building or use restrictions.

N. HOMEOWNER'S INSURANCE

This Agreement is contingent upon the Buyer obtaining a written commitment for homeowner's insurance within ___ **days** of acceptance.
The Buyer is encouraged to consult with one or more insurance agents regarding coverage options or additional protection.

O. ENVIRONMENTAL CONTAMINANTS ADVISORY / RELEASE

Buyer and Seller acknowledge that the Listing Broker, Selling Broker, and all licensees associated with those Brokers are not experts and have no specialized training, knowledge, or experience regarding the detection or evaluation of potential environmental hazards. These hazards may include, but are not limited to, lead-based paint, radon, mold, or other biological or chemical contaminants ("Environmental Contaminants") that could exist within or around the Property.

Exposure to Environmental Contaminants at harmful levels may result in property damage or serious health issues, including but not limited to allergic or respiratory problems, particularly for individuals with weakened immune systems, young children, or elderly persons.

The Buyer is strongly advised to conduct appropriate environmental inspections to accurately determine the condition of the Property and its environmental status. The only reliable method for identifying the presence of Environmental Contaminants at harmful levels is through professional testing and inspection.

Buyer and Seller agree to consult qualified experts and assume full responsibility for any risks associated with Environmental Contaminants. Both parties further agree to release and hold harmless all Brokers, their affiliated companies, and their licensees from any and all liability, including attorney's fees and costs, that may arise from or relate to any inspection, inspection results, repairs, disclosed defects, or deficiencies involving the Property — including those related to Environmental Contaminants.

This release of liability shall survive the closing of the transaction.

P. INSPECTIONS

(Check one option below.)

Buyer has been informed that independent inspections may be conducted to determine the condition of the Property and has been given the opportunity to require such inspections as a condition of this Agreement.

---

1. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

The Buyer waives all rights to independent inspections and agrees to rely solely on their own examination of the Property's condition. The Buyer releases the Seller, the Listing and Selling Brokers, and all associated licensees from any and all liability for any defect or deficiency affecting the Property.
This release shall survive closing.

This waiver does not include inspections required by law, FHA/VA programs, down payment assistance programs, or the Buyer's lender.

---

2. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

(including Lead-Based Paint Inspection)

The Buyer reserves the right to obtain independent inspections in addition to those required by law, FHA/VA, lender, or down payment assistance programs. All inspections shall:

a. Be conducted at the Buyer's expense (unless otherwise agreed or required by lender); and
b. Be performed by licensed, independent inspectors or qualified contractors chosen by the Buyer within the agreed timeframe.

The Seller shall ensure that utilities (water, gas, and electricity) and all operable pilot lights are turned on for inspection purposes. The Seller must make all areas of the Property accessible for the Buyer's inspections.

---

3. PROPERTY IS SOLD "AS IS"

(See attached Addendum, if applicable.)

INSPECTION / RESPONSE PERIOD

(Does not apply if the As Is Addendum is in effect.)

A. INITIAL INSPECTION PERIOD:
After acceptance of this Agreement, the Buyer shall order all desired inspections.
The Buyer shall have ___ days (beginning the day after acceptance) to complete inspections and respond to the Seller in writing regarding the inspection report(s).
(See "Buyer's Inspection Response.")

B. SCOPE OF INSPECTION:
Inspections may include, but are not limited to, the following systems and components:

- Heating and cooling
- Electrical and plumbing systems
- Roof, walls, ceilings, floors, and foundation
- Basement and crawl space
- Well/septic systems and water quality
- Wood-destroying insects or organisms
- Lead-based paint (note: intact lead-based paint in good condition is not necessarily hazardous)
- Radon, mold, or other biological contaminants
- Any additional areas agreed upon by both parties

C. ADDITIONAL INSPECTIONS:
If the initial inspection reveals the presence of lead-based paint, radon, mold, or other biological contaminants, or if further testing is recommended, the Buyer shall notify the Seller in writing and will have ___ additional days beyond the original inspection deadline to order, receive, and respond in writing to all inspection results.

D. INSPECTION RESPONSES REQUIRED:
If the Buyer fails to comply with the inspection deadlines or fails to submit written objections to any reported issues within the allowed inspection period, the Property shall be deemed acceptable as-is.

If either party fails to respond or request an extension in writing, the last inspection response on record shall be considered accepted.

A timely request for extension does not automatically constitute acceptance of inspection results.
When evaluating whether a response time is reasonable, consideration will be given to factors such as:

- The availability of the responding party
- The nature, type, and cost of requested repairs
- The need for additional expert opinions to form a response

E. IF A DEFECT IS IDENTIFIED:
If any inspection report identifies defect(s) with the Property, the Buyer must:

1. Provide a copy of the inspection report (or relevant portions) to the Seller; and

2. Allow the Seller an opportunity to repair or remedy the identified defect(s).

F. SELLER RESPONSE TO INSPECTION DEFECT:

If the Seller is unable or unwilling to correct the identified defect(s) to the Buyer's reasonable satisfaction prior to closing (or within any other timeframe mutually agreed upon by both parties), the Buyer may either terminate this Agreement or waive the defect(s) and proceed with the transaction toward closing.

If the Buyer elects to engage in further negotiations regarding subsequent inspection responses, the Seller may terminate this Agreement by submitting a Mutual Release.

G. DEFINITION OF DEFECT

Under Indiana law, a "Defect" refers to any condition that has a significant negative impact on the Property's value, substantially affects the health or safety of future occupants, or—if not repaired, removed, or replaced—would materially shorten or diminish the normal expected life of the premises.

H. PREVIOUSLY DISCLOSED DEFECTS

The Buyer agrees that any Property defects previously disclosed by the Seller, as well as any routine maintenance items or minor repair issues mentioned in inspection reports, shall not serve as grounds for terminating this Agreement.

I. INSPECTION RELEASE

The Buyer releases and agrees to hold harmless all Brokers and their affiliated companies from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection results, repairs, or disclosed defects affecting the Property.
This includes, but is not limited to, conditions involving lead-based paint, radon, mold, or other biological contaminants.
This release shall remain in effect after closing.

Q. LIMITED HOME WARRANTY PROGRAM

The Buyer acknowledges being informed of the availability of a Limited Home Warranty Program with a deductible paid by the Buyer. This program ☐ will ☐ will not be provided, at a cost not to exceed $________ U.S. Dollars, to be charged to ☐ Buyer ☐ Seller and ordered by ☐ Buyer ☐ Seller.

Both Buyer and Seller acknowledge that the Limited Home Warranty Program:

- May not cover pre-existing Property defects.
- Does not replace the need for an independent home inspection.

The Broker may receive a fee or member benefit from the warranty provider. The Limited Home Warranty Program constitutes a contract directly between Buyer/Seller and the Home Warranty Provider.

The parties further agree that all Brokers and their companies shall be released and held harmless from any claims or disputes arising between the Buyer/Seller and the Home Warranty Provider.

R. DISCLOSURES

(Check one for each item below.)

1. Buyer ☐ has ☐ has not ☐ not applicable — received and executed the Seller's Residential Real Estate Sales Disclosure.

2. Buyer ☐ has ☐ has not ☐ not applicable — received and executed the Lead-Based Paint Certification and Acknowledgement.

S. TITLE APPROVAL

Before closing, the Buyer shall be provided with either:
☐ A title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price; or
☐ An updated abstract of title, showing marketable title in the Seller's name.

The Seller must convey title free and clear of any encumbrances or title defects, except:

- Any existing mortgage assumed by the Buyer; and
- Restrictions or easements of record that do not materially interfere with the Buyer's intended use of the Property.

At the Buyer's request, the title company may provide information regarding available additional title insurance coverages, endorsements, and associated costs.

Owner's Title Insurance Premium:
The cost of the Owner's Policy (including title search, examination, and commitment preparation) shall be paid by:
☐ Buyer (if included in allowance) ☐ Seller ☐ Shared equally.

Lender's Title Insurance Premium:
If applicable, the cost of the Lender's Policy (including title search, examination, and commitment preparation) shall be paid by:
☐ Buyer (if included in allowance) ☐ Seller ☐ Shared equally ☐ Other: ______________________

The parties agree that ☐ Seller ☐ Buyer will select the title insurance company and will order the title commitment:
☐ Immediately ☐ Other: ______________________

As required by federal and state law, the Seller may not condition this Agreement upon the Buyer's selection of a specific title insurance provider.

The Seller agrees to pay all costs necessary to provide a clear and marketable title, including the deed, vendor's affidavit, and any other required documentation.

T. TAXES

(Check the appropriate option)

1. ☐ The Buyer will assume and pay all future Property taxes beginning with those due and payable after closing. The Seller shall pay all Property taxes due and payable on or before the closing date.

2. ☐ All unpaid taxes accrued from prior calendar years shall be paid by the Seller either directly to the County Treasurer or as a credit to the Buyer at closing.
   Taxes for the current calendar year shall be prorated on a calendar-year basis as of the day immediately preceding the closing date.

3. TAX CREDIT FOR NEW CONSTRUCTION OR SPECIAL TAX CIRCUMSTANCES

For newly constructed properties or other special tax situations, the Seller shall provide the Buyer with a **tax credit of $________ U.S. Dollars** at closing. This payment shall serve as a **final settlement** of the tax adjustment.

For purposes of **Paragraphs 1 and 2**, when determining the amount of credit for accrued but unpaid taxes, taxes will be assumed to match the most recent certified tax rates from the prior year. This shall constitute a **final settlement**.

WARNING:

The property's **next annual tax bill** — particularly for newly built homes or those recently reassessed — may be **substantially higher** than the last bill available to the closing agent.

The Buyer acknowledges that the Seller's tax exemptions or credits may not be reflected on future tax statements.
The Buyer may apply for any current-year exemptions or credits either at or after closing.

U. PRORATIONS AND SPECIAL ASSESSMENTS

All items such as insurance (if assigned to Buyer), interest on any debt assumed or taken subject to, rents, income, and ordinary operating expenses of the Property — including but not limited to public utility charges — shall be **prorated** as of the day immediately preceding the Closing Date.

The Seller shall pay all **special assessments** associated with municipal improvements previously completed for the benefit of the Property.
The Seller further warrants that they have **no knowledge of any pending or planned improvements** that may result in new assessments and that **no governmental or private entity** has issued notice requiring repairs, alterations, or corrections to existing conditions.

Any **public or municipal improvements** that are incomplete as of this Agreement's effective date but will result in a lien or assessment shall be the **Buyer's responsibility**. The Buyer shall assume and pay all special assessments for municipal improvements completed **after** the date of this Agreement.

V. TIME

Time is of the essence. All deadlines and time periods stated in this Agreement — including any Addenda — are

measured in **calendar days** and expire at **11:59 PM** on the stated date, unless both parties agree in writing to a different time or date.
Unless otherwise specified, all time periods begin **the day after** the date of acceptance of this Agreement.

Note: Either the Seller or Buyer may **withdraw any offer or counteroffer** before it has been accepted in writing and delivered to the other party.

W. HOMEOWNERS ASSOCIATION / CONDOMINIUM ASSOCIATION ("Association")

If the Property is part of a community governed by a **mandatory homeowners' or condominium association**, the Seller must provide the Buyer with the following documents:

- Within ___ **days after acceptance** of this Agreement, but **no later than ten (10) days prior to closing**, in accordance with Indiana Code 32-21-5-8.5:

    1. A written **disclosure** confirming the Property is within a homeowners' association.
    2. A **copy of the recorded governing documents.**
    3. A **statement of any current assessments** and the total amount owed.
    4. The **name and address** of a board member, managing agent, or person under contract with the association to provide management services.

Brokers are **not responsible** for obtaining, verifying, or interpreting this information. Both parties agree that Brokers and their affiliated companies shall be **released and held harmless** from any liability arising out of or related to these documents.

If the Buyer fails to submit a **written response** to the documents within ___ days of receipt, the documents shall be considered **accepted**.
If the Buyer does not accept any provisions contained within these documents and those provisions cannot be waived, the Buyer may **terminate this Agreement**, and the **earnest money deposit** shall be **promptly refunded**.

Any approval of sale required by the Association must be obtained by the Seller **in writing** within ___ days of the Buyer's approval of the documents.
Fees charged by the Association or its management company for **verification of good standing or ownership transfer** shall be **shared equally** between Buyer and Seller.
Any **start-up or one-time reserve fees**, if applicable, shall be paid **by the Buyer**.

Buyer Acknowledgment:
The Buyer understands that every neighborhood may contain conditions or factors that some individuals may find **undesirable or objectionable**.
The Buyer is solely responsible for becoming **fully informed about all neighborhood and off-site conditions** that may affect the Property.

X. ATTORNEY'S FEES

If any party to this Agreement initiates legal or equitable action related to this transaction and is determined to be the **prevailing party**, that party shall be entitled to recover from the non-prevailing party all **court costs and reasonable attorney's fees** incurred in connection with the action.

Y. FAIR HOUSING

The parties acknowledge that the Fair Housing Act prohibits any form of discrimination in housing on the basis of race, color, national origin, religion, sex, familial status, or disability.

To ensure compliance with Fair Housing laws, Brokers will not prepare, review, or deliver any personal information letters—including photographs or other personal materials—from Buyer to Seller.

Additionally, the Code of Ethics strictly prohibits any form of discrimination based on sexual orientation or gender identity.

Z. ADDITIONAL PROVISIONS

1. Unless otherwise specified, all prorations for **rent, taxes, insurance, damage deposits, association dues, and assessments**, as well as any other applicable items, shall be calculated as of the day **immediately preceding the Closing Date**.

2. **Underground mining** has occurred in Indiana. Buyers are hereby advised of the availability of **subsidence insurance**. The Broker assumes no responsibility for providing or verifying this information.

3. The **Indiana State Police** maintains a **registry of known methamphetamine-contaminated properties**, which can be accessed online at www.in.gov/meth by selecting “Clan Lab Addresses.” The Broker is not responsible for providing or verifying any information from this registry.

4. The **Indiana Sheriff’s Sex Offender Registry** (www.indianasheriffs.org) provides public information regarding the identity, location, and appearance of sex offenders residing within Indiana. The Broker is not responsible for providing or verifying any details contained in this registry.

5. Conveyance of the Property shall be made by **General Warranty Deed** (unless otherwise agreed), and shall be subject to all **taxes, easements, restrictive covenants, and encumbrances of record**.

6. If it is determined that the Seller is a **“foreign person”** under the **Foreign Investment in Real Property Tax Act (FIRPTA)**, the Seller shall be responsible for paying all applicable tax obligations.

7. Any **notice** required or permitted under this Agreement shall be considered **received** when personally delivered, sent electronically or digitally, or delivered by express courier or certified U.S. mail (postage prepaid, return receipt requested) to the Buyer, Seller, or their designated agent.

8. This Agreement shall be governed by and construed in accordance with the **laws of the State of Indiana** and shall be binding upon the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. The Buyer may not assign this Agreement without the **written consent of the Seller**.

9. If any **provision** of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the **validity or enforceability** of any remaining provisions.

10. This Agreement represents the **entire and final agreement** between the parties, superseding all prior written or oral agreements or understandings regarding this transaction. No changes or modifications shall be valid unless made in **writing and signed** by both parties.

11. All **rights, obligations, and duties** of the parties shall survive the **transfer of title** or any interest in the Property.

12. The Broker(s) may refer the Buyer or Seller to **third-party professionals or service providers**, such as lenders, loan brokers, title companies, escrow agents, inspectors, pest control firms, contractors, or home warranty companies. However, the Broker(s) make **no guarantee** regarding the quality or performance of

any referred service provider. The Buyer and Seller are free to choose providers other than those referred by the Broker(s). The parties agree that Brokers and their affiliated companies shall be **released and held harmless** from any claims or disputes arising from third-party service providers.

13. By signing this Agreement, the parties acknowledge:
    (1) Receipt of a **copy** of this Agreement; and
    (2) Understanding that information about this transaction may be **published** in a listing service, on the Internet, or through other advertising media.

14. Any **amounts owed** by one party to the other, or paid on the other's behalf, shall **not be due or payable** until this transaction has closed.

15. The Buyer and Seller consent to receive **communications** from the Broker(s) by telephone, U.S. mail, email, text message, or fax at the addresses and numbers provided, unless either party notifies the Broker(s) **in writing** to opt out of such communications.

16. The Buyer discloses to the Seller that the Buyer holds an **Indiana Real Estate License No. ________________________.**

17. Wherever the term **"Broker"** appears in this Agreement, it shall be interpreted to mean **"Licensee,"** as defined in **I.C. 25-34.1-10-6.8.**

AA. FURTHER CONDITIONS (List and attach any addenda):

BB. CONSULT YOUR ADVISORS

The Buyer and Seller acknowledge that they have been advised to seek the guidance of an **attorney** regarding the **legal and tax implications** of this document and the related transaction prior to signing.

It is further recommended that the parties consult appropriate **licensed professionals** — such as a **civil engineer**, **environmental engineer**, or other qualified expert — to assist in evaluating the **condition of the Property** or any related matters.

CC. ACKNOWLEDGEMENTS

This transaction ☐ **is** ☐ **is not** a limited agency transaction.

The Buyer and Seller each acknowledge that they have:

- Received and reviewed the **brokerage's office policy disclosures**,
- Had the agency relationship been explained to them, and

- Confirmed their understanding and acceptance of all agency relationships associated with this transaction.

EXPIRATION OF OFFER

Unless accepted **in writing** by the Seller and **delivered to the Buyer by** ☐ AM ☐ PM ☐ Noon, on ___________________________, this Purchase Agreement shall become **null and void**, and all parties shall be released from any and all liability or obligations.

This Agreement, together with any and all subsequent **forms, amendments, and addenda**, may be executed **simultaneously** or **in counterparts** (two or more), each of which shall be deemed an **original**, but all of which together constitute **one and the same instrument**.

The parties further agree that this Agreement, including any amendments or addenda, may be **transmitted electronically or digitally**, and that all **electronic or digital signatures** shall be considered **original and binding** on all parties. Upon request, the **original documents** shall be promptly delivered.

LEGAL REMEDIES / DEFAULT

If this offer is accepted and the Buyer **fails or refuses to close** the transaction without legal justification, the **earnest money** shall be **retained by the Seller** as compensation for damages incurred or anticipated.

The Seller reserves all rights to pursue **additional legal or equitable remedies**, which may include **specific performance** and **monetary damages** beyond the forfeited earnest money.

All parties are obligated to act in **good faith** and exercise **due diligence** in fulfilling the terms of this Agreement. A **material failure** to perform any obligation under this Agreement shall constitute a **default**, which may subject the defaulting party to **liability for damages** and/or **other legal remedies**, including but not limited to **specific performance** and **monetary compensation**, in addition to the **loss of earnest money**.

SIGNATURES

By signing below, the parties acknowledge that they have **read, understood, and approved** this Purchase Agreement and have **received a signed copy** for their records.

BUYER'S SIGNATURE	**DATE**	**BUYER'S SIGNATURE**	**DATE**
PRINTED NAME		**PRINTED NAME**	

SELLER'S RESPONSE

(Select the appropriate option below by checking the corresponding box.)

On: _____________________________, at __________ ☐ AM ☐ PM ☐ Noon

1. ☐ **The offer is accepted.**

2. ☐ **The offer is rejected.**

3. ☐ **The offer is countered.** See attached Counter Offer. The Seller must sign both this Purchase Agreement and the accompanying Counter Offer.

By signing below, all parties acknowledge that they have **reviewed, understood, and approved** this Purchase Agreement and confirm **receipt of a signed copy.**

SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE

PRINTED NAME **PRINTED NAME**