



PURCHASE AGREEMENT



Approved by and restricted to use by members of the Southern Indiana REALTORS[®] Association, Inc.
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

To Seller(s)/Assignee(s) _____, Dated (mm/dd/yyyy): . The undersigned

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Buyer(s) offer to purchase the real property commonly known as _____,

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in City, County, Indiana (the "Property"), for the sum of 3

(Purchase Price),(\$ _____) 4

payable in accordance with Section I. Such real estate, including the improvements and fixtures described in MLS #

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(see attached MLS Client Data Sheet) or more particularly described in **OTHER PROVISIONS**, is called the "Property." Except for terms under 1.03

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and 1.04, improvements and fixtures shall be fully paid and free of liens at time of closing. **TIME IS OF THE ESSENCE.** Time periods specified in this

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Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 p.m. unless the parties agree in

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writing to a different date and/or time. The initial day of the event shall not be counted. This offer is made subject to the following provisions:

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SECTION 1. MANNER OF PAYMENT OF PURCHASE PRICE

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(check one)

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1.01 **Cash.** The Purchase Price shall be paid in cash. Buyer(s) to provide verification of funds within _____ days after acceptance of this

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Agreement.

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1.02 **Cash with New Mortgage.** The Purchase Price shall be paid with the down payment of _____

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(\$ _____) and the balance of the purchase price to be paid by:

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Conventional Insured Conventional FHA VA (specify) _____ mortgage. 16

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(a) Buyer(s) to make Loan Application within _____ days after acceptance of this Agreement and then proceed promptly and in good faith to meet the lender's requirements for a Loan Approval.

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(b) Buyer(s) to provide (or authorize Lender to provide) Listing Agent/Designee with a loan commitment letter within days after loan application. Letter shall include a list of required conditions to close. Buyer(s) authorizes lender to disclose to Listing Agent/Designee progress of the Loan. All parties shall be notified in writing as soon as any changes of financing and/or lender occur. Such changes shall not affect any other terms of this contract without a properly executed Amendment.

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(c) Seller(s) agrees to pay Buyer's costs of financing to include closing costs, pre-pays, and/or points not to exceed \$ _____.

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Buyer(s) shall pay all other costs associated with obtaining the loan except Seller's costs required by law and Seller's appropriate settlement expenses. Any compensation due to Broker under a Listing Contract signed by Seller(s), or Buyer Agency Agreement signed by Buyer(s), shall be withheld and paid by the Closing Agent at closing, as provided by said Agreement or as provided herein.

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(d) If the Purchase Price exceeds the amount of the appraisal, Buyer(s) may terminate this Agreement.

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(e) If Buyer(s) is unable to obtain financing, this Agreement shall automatically terminate with signed, written proof from lender.

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(f) Seller(s) and/or Agents may provide information to assist lender in processing loan.

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1.03 Cash with Assumption of Existing Mortgage. (If checked, see attached required Addendum.)

1.04 Contract for Conditional Sales/Purchase Money Mortgage. (If checked, see attached required Addendum.)

1.05 First Right of Refusal. (If checked, see attached required Addendum.)

SECTION 2. REAL ESTATE TAXES, ASSESSMENTS, AND ASSOCIATION DUES

(check one)

2.01(a) Buyer(s) shall assume and pay real estate taxes due and payable in **May** or **November of year** _____, and all subsequent taxes. Seller(s) shall pay all prior real estate taxes at or before closing.

2.02 (b) The real estate taxes and all assessments shall be prorated. Seller(s) shall pay real estate taxes and assessments that are payable during the year in which closing occurs, and taxes payable during the succeeding year as computed and prorated to the date of closing. Buyer(s) shall assume and pay all subsequent taxes and assessments.


2.03(c) Seller(s) will give Buyer(s) a credit of \$ _____ toward real estate taxes at closing.

WARNING: The succeeding year tax bill for recently assessed improvements may greatly exceed the last tax bill available to the Closing Agent.

Terms of this section shall be a full and final settlement of all tax obligations regarding the Property. If at the time of closing the tax bill for the Property for the succeeding year has not been issued, taxes payable by either party shall be computed based on the last tax bill available to the Closing Agent.

Seller(s) shall pay any special assessments applicable to the Property previously made to benefit the Property. Seller(s) warrants that Seller(s) has no knowledge of any planned improvements that may result in a change of assessments and that no governmental or private agency has served notice requiring repairs, alterations, or corrections of any existing conditions. Improvements that are not completed as of the date above but that may result in a lien or charge, shall be paid by Buyer(s). Buyer(s) will assume and pay all special assessments after the date of closing.

All Association fees to be prorated to date of closing.

Address: _____ Buyer(s)  _____ Date: _____ Seller(s)  _____ Date: _____
Initials Initials Initials Initials

DESIGNATION
(check one)

SECTION 3. FLOOD

3.01 Buyer(s) requires that the Property not be located in an area that requires flood insurance or that is subject to building or use limitations by reason of such location in a flood plain. If the Property is so located, Buyer(s) may terminate this Agreement. Buyer shall pay for and be responsible for flood certification.

3.02 Buyer(s) may not terminate this Agreement if the Property is located in an area requiring flood insurance or subject to building or use limitations by reason of such location in a flood plain. Buyer shall pay for and be responsible for flood certification.

SECTION 4. EVIDENCE OF TITLE

(check one)

4.01 Seller(s) shall provide merchantable title and pay \$ _____ toward the cost of such evidence as desired by Buyer(s).

Lender's Title Insurance Owner's Title Insurance Title Opinion Abstract continued to date Buyer's choice

Buyer(s) acknowledges that Owner's Title Insurance is strongly recommended and that without said insurance Buyer(s) may have no protection against future loss from possible liens, demands for money, claims for possession of the Property, unreleased encumbrances or future objections to title, or potential losses. BUYER(S) SHOULD CONSULT WITH TITLE PROVIDER AS TO WHAT WOULD BEST SERVE THEIR NEEDS BASED

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ON AVAILABILITY, COVERAGES, AND COSTS ASSOCIATED WITH VARIOUS POLICIES. EVIDENCE OF TITLE MAY NOT COVER ISSUES OF BOUNDARIES OR SURVEY.

4.02 Title to the Property shall not be considered unmarketable by reason of any of the following matters, and Buyer(s) shall accept title subject to the:

- (a) recorded building restrictions, restrictive covenants, conditions, and other use restrictions applicable to the Property;
- (b) recorded or visible easements for public roads, utilities, or public purposes (easements), upon which existing improvements do not encroach; of which there are no violations; PROVIDED, however, that at the time of closing: (1) there is no existing violation of the Restrictions; (2) there is no provision of reversion, re-entry, or forfeiture of title by reason of violation of the Restrictions.
- (c) documents for a mandatory membership association shall be delivered by the Seller(s) to Buyer(s) within _____ days after acceptance of this Agreement. If the Buyer(s) does not make a written response to the documents within _____ days after receipt, the documents shall be deemed acceptable. In the event the Buyer(s) does not accept the provisions in the documents and the provisions cannot be waived, this Agreement may be terminated by the Buyer(s).

4.03 Seller(s) shall pay for and deliver Warranty Deed unless prohibited by law or unless otherwise specified in Sec. 12 "OTHER PROVISIONS." If this transaction is not closed for failure to deliver specified title as of the time of closing, Buyer(s) may terminate this Agreement.

SECTION 5. CONDITION OF PROPERTY

5.01 Buyer(s) may have the Property inspected (must use Indiana Licensed Inspector), and Seller(s) agrees to make the Property available for such inspection. Time frames for all inspections commence upon acceptance of Purchase Agreement. Except as expressly provided herein, the parties have not relied upon any statement or representation by any real estate Broker or Agent as to the nature or condition of the Property, or any part thereof, nor do such Brokers or Agents, expressly or impliedly, warrant the Property, its construction, condition, or material or any of the fixtures, appliances, or amenities. All inspections are deemed to have been chosen, ordered, and paid by the Buyer(s). Except for a material misrepresentation made by an Agent, the PARTIES RELEASE each such Agent and Broker from liability for any defect or deficiency now existing or later discovered relating to this Property. These provisions shall survive the closing.

Number of rooms, measurements, and square footage are not warranted. If critical, Buyer(s) should verify. _____

initials

Buyer(s) to select one, (a) or (b) below, and initial that selection.

(a) _____ Buyer(s) has the right to inspection of the following (*check all that apply*):

- home inspection within _____ days mold/other biological contaminants within _____ days pest inspection within _____ days
- lead-based paint within **ten (10)** days wells, cisterns, septic within _____ days radon within _____ days
- verification of square footage of improvements within _____ days. (*if incorrect by more than 10%, Buyer(s) may cancel Agreement*)
- other (specify) _____ within _____ days

Major Defect ("Defect") means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would

95 significantly shorten or adversely affect the expected normal life of the Property. If an inspection report reveals a Defect in any of the
96 systems and items requested above, Buyer(s) shall give Seller(s) a copy of such report within **three (3)** days after having received it and
97 Buyer(s) shall identify in writing on the document signed by the Buyer(s), delivered to Seller(s) each Defect Buyer(s) wants cured. Within
98 **seven (7)** days after Seller(s) receives such copy of document, Seller(s) shall give written notice to Buyer(s) which Defects (all, some or
99 none to be stated in the notice) Seller(s) is willing to cure. Each Defect Seller(s) undertakes to cure shall be cured to the satisfaction of
100 Buyer's Independent Indiana **Licensed Inspector**, and before closing or other time agreed by both parties. Buyer(s) may waive Seller's
101 inability or unwillingness to cure any Defect Buyer(s) wants cured by giving Seller(s) written notice to that effect within **three (3)** days
102 after Seller(s) has given notice that repairs will not be made by Seller(s). If Buyer(s) so waives, the parties shall proceed to closing without
103 any obligation on Seller(s) to cure the Defects requested, and such waiver shall also operate as a release, which shall survive closing.

Address: _____ Buyer(s) *Initials Initials Initials Initials* _____ Date: _____ Seller(s) *Initials Initials Initials Initials* _____ Date: _____

104 If the initial inspection report(s) reveals the need for more comprehensive inspection(s), Buyer(s) is granted an additional **seven (7)** days.
105 **This extension in no way changes original inspection date requirements.** "Independent" means the Inspector (Indiana Licensed) is
106 unrelated to the parties and will not have financial gain beyond fee for the inspection. Inspections required by a lender do not fulfill or
107 replace Buyer's right of inspection.

108 Neither party shall have the right to terminate if: (1) the cost of curing all Defects does not exceed \$100 (which cost shall be paid by
109 Seller(s); or, (2) the Defect(s) as to which a right to terminate is claimed is one that Seller(s) disclosed to Buyer(s) in writing, at or before,
110 Buyer(s) execution of this Agreement.

111 **INDEMNIFICATION REGARDING INSPECTIONS.** Buyer(s) shall indemnify, protect, defend and hold Seller(s) harmless from and against
112 any claims, losses, liabilities or other damages (including reasonable attorneys' fees) resulting from such entry, inspection or other
113 activities and from and against any mechanic's liens or claims of lien resulting there from. Such indemnification shall survive the closing or
114 termination of this Agreement.

115 **ANY OTHER INSPECTIONS NOT HEREIN SELECTED ARE HEREBY WAIVED.** IF BUYER(S) FAILS TO TIMELY OBTAIN the Inspection and
116 the report described above, or fails either to timely give Seller(s) a copy of the Inspection report or to timely identify each Defect Buyer(s)
117 wants cured, Buyer(s) shall be deemed to have WAIVED Buyer's right to have an inspection (together with a report) or to have Seller(s)
118 cure any Defect disclosed by the Inspection. In such event, neither Seller(s) nor Buyer(s) may terminate this Agreement.

119 **(b)** _____ Waiver of Defects and RELEASE OF LIABILITY "AS IS" transaction.
120 Buyer(s) acknowledges that Buyer(s) has had the opportunity to require, as a condition of this Agreement, any inspections desired.
121 BUYER(S) WAIVES THE RIGHT TO HAVE SUCH INSPECTIONS. BUYER(S) FURTHER RELEASES SELLER(S) FROM ANY AND ALL
122 LIABILITY RELATING TO ANY DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, and agrees to purchase the Property "AS IS."
123 Inspections required by a lender in connection with a mortgage loan are not included in this waiver.

124 **SECTION 6. MAINTENANCE**

6.01 Until Seller(s) delivers possession of the Property to Buyer(s), Seller(s) shall maintain it in the same condition as existed:

- 125 a) When Buyer(s) last inspected Property, including as needed, last inspection after Defects are cured; or
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127 b) When Buyer(s) last examined Property before this Agreement became effective if inspections are waived.

128 6.02 Prior to closing, Buyer(s) may conduct a "walk-through" inspection of the Property to determine its condition.

129 6.03 Seller(s) shall bear risk of loss and damage to the Property until the time of closing.

130 SECTION 7. SELLER'S DISCLOSURES

131 7.01 SELLER'S RESIDENTIAL DISCLOSURE FORM (*check one*)

132 Not applicable/not required (examples are: new construction, foreclosures, estates, or guardianships);

133 Buyer(s) has received copy of the Seller's Residential Disclosure Form. **NOTE: An accepted offer is not enforceable against the Buyer(s) before closing until the owner and the prospective Buyer(s) have signed the disclosure form.** 134

135 7.02 The Indiana Sheriffs' Offender Registry (www.IndianaSheriffs.org) exists to inform the public about the identity, location, and appearance of sex offenders residing within Indiana. Broker or Agent is not responsible for providing or verifying this information. 136

137 7.03 FEDERAL LEAD-BASED PAINT DISCLOSURE (*check one*)

138 Not applicable. Residential dwelling was constructed in 1978 or after or there is no residence on Property.

139 Buyer(s) has received copy of the Lead-Based Based Paint Disclosure Form. **NOTE: The law requires disclosure to take place before a prospective Buyer(s) becomes obligated under contract.** 140

141 SECTION 8. HOME WARRANTY

142 A limited home warranty may be available through a third-party provider at an additional expense. Broker may receive a fee from the home
143 warranty provider.

144 SECTION 9. EARNEST MONEY

145 At the time Buyer's offer is made and as part of it, Buyer(s) has deposited the sum of \$ _____ as earnest money. Within _____ days
146 after this Agreement becomes effective, Buyer(s) shall deposit the sum of \$ _____ earnest money. If Buyer(s) fails for any reason to
147 submit above earnest money, Seller(s) may terminate this Agreement. If Buyer(s) fails or refuses to close the transaction, without legal cause, the
148 earnest money shall be forfeited by Buyer(s) to Seller(s) as liquidated damages, and Seller(s) may pursue any other legal and equitable remedies. At
149 closing, earnest money shall be refunded or become a credit toward the Purchase Price. The Listing Broker shall deposit the earnest money into its
150 escrow account within **two (2)** banking days after acceptance of this Agreement and hold it until time of closing the transaction or termination of
151 this Agreement.

152 The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller(s) or Buyer(s) unless the parties enter into
153 a Mutual Release or a Court issues an Order for payment, except as permitted in the Indiana Administrative Code. Upon notification that Buyer(s)
154 or Seller(s) intends not to perform, Broker holding the earnest money may release the earnest money as provided in this Agreement. If no
155 provision is made in this Agreement, Broker may send to Buyer(s) and Seller(s) notice of the disbursement by certified mail to last known address.
156 Refusal by a party to accept delivery of a notice (whether by mail or otherwise) cannot defeat the giving of the notice. If neither Buyer(s) nor
157 Seller(s) enters into a mutual release or initiates litigation within **sixty (60)** days of the mailing date of the certified letter, Broker may release the
158 earnest money to the party identified in the certified letter. Buyer(s) and Seller(s) agree to hold the Broker harmless from any liability, including
159 attorney's fees and costs, for good faith disbursement of earnest money in accordance with this Agreement and licensing regulations.

Buyer(s) _____ Date: _____ Seller(s) _____ Date: _____
Initials Initials Initials

SECTION 10. CLOSING DATE

The closing of this transaction shall occur on or before the _____ day of _____, 20_____, unless otherwise agreed upon in writing between Buyer(s) and Seller(s). The closing shall be at a time agreeable to both Buyer(s) and Seller(s), which agreement shall not be unreasonably withheld. All conditions imposed by this Agreement shall be satisfied, or waived, at closing. The Closing Agent or lender may, as necessary, extend the closing date by no more than **seven (7)** days.

SECTION 11. POSSESSION, RENT, SECURITY DEPOSIT, INSURANCE, AND UTILITIES

Buyer(s) shall have complete possession of the entire premises on or before _____. FAILURE by Seller(s) to surrender possession on this date shall not make the Seller(s) a tenant of the Buyer(s) but Seller(s) shall be obligated to pay Buyer(s)

\$ _____ per day as liquidated damages for each day Seller(s) holds over. This provision shall not deprive Buyer(s) of any legal or equitable remedy available under the law. Seller's obligation shall survive closing. Seller(s) shall remove all debris and personal property not included in sale prior to Buyer's possession date.

RENTS: Any rent due from a tenant of Seller(s) on the Property shall be prorated to the date of closing. At closing, Seller(s) shall deliver to Buyer(s) any security/damage deposit being held for any such tenant.

UTILITIES: Seller(s) shall pay all charges for municipal services and public utility services through the day of possession.

SECTION 12. OTHER PROVISIONS: _____

SECTION 13. ALTERNATIVE DISPUTE RESOLUTION (check one)

Buyer(s): **Does** **Does not** require binding arbitration. (If "Does" is checked, see attached required Addendum.) 183

SECTION 14. OFFER, ACCEPTANCE, AND DELIVERY

By executing and delivering this document, Buyer(s) is making an offer to Seller(s). This agreement shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors, and assignees, and shall be interpreted under the laws of the State of

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Indiana. Headings are for reference only and do not affect the provisions of this Agreement.

This Agreement contains all the agreements of the parties, all prior negotiations, understandings, and agreements having been merged herein. Amendments of this Agreement **shall not be effective** unless made in writing and signed by the parties.

A party making or accepting an offer or a counteroffer may do so by delivering a document signed by the parties or by delivering a carbon copy, a photocopy, facsimile, or other electronically transmitted copy of the signed document. If a copy is delivered, it must consist of the entire document. The person delivering a copy of a document (whether a party or a party's Agent) warrants and represents to the other party that, to the best of the person's knowledge, the document being delivered contains the signature of the parties whose document is delivered. The parties intend that electronically reproduced signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested.

Offer expires on (Date) _____ **at (Time)** _____ **a.m. / p.m.** unless Seller(s) timely accepts it. **Property shall remain available for sale prior to complete written agreement of the parties.** Any counteroffer shall be in writing. A party accepting an offer or a counteroffer shall do so in writing delivered to the other party or such party's Agent at or before the time the offer or the counteroffer expires.



SECTION 15. INDEMNIFICATION

If any legal action is necessary either to enforce the terms of this Agreement or due to the condition of the Property, the substantially prevailing party shall be entitled to recover all costs, including, but not limited to, reasonable attorney fees.

SECTION 16. CONFIRMATION OF AGENCY RELATIONSHIP

WARNING: Both Listing and Selling Firm's information (below) must be completed by Selling Agent prior to signatures of the Buyer(s). In a Limited Agency transaction, completion of this section requires prior written disclosure of Limited Agency relationship. The following Agency relationship(s) is/are hereby confirmed for this transaction. **CONFIDENTIALITY: Buyer(s) is advised of the possibility that Seller(s) or Seller(s)' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.**

SECTION 17. COMPANY SPECIFIC PROVISIONS

Address: _____ Buyer(s)  _____ Date: _____ Seller(s)  _____ Date: _____
Initials Initials Initials Initials

Agent(s) (Please Print) Phone _____ **Selling Firm (Please Print) Phone** _____

Agent(s) (Please Print) Phone _____

Agent(s) Email (If not a member of SIRA, submit a copy of License.) **Agent of** : Seller(s) _____ **Agent(s) Email** (If not a member of SIRA, submit a copy of License.) _____
-or- Both Buyer(s) and Seller(s) _____ **Agent of** : Buyer(s) -or- Both Buyer(s) and _____

Listing Firm (Please Print) Phone

212 213
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Seller(s)

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Buyer's Signature Buyer's Signature

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Printed or Typed Name as to Appear on Documents Printed or Typed Name as to Appear on Documents 222

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a.m. / p.m.

224

Date Time

UNCONDITIONAL ACCEPTANCE BY SELLER

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Seller(s) ACCEPTS THE OFFER made by Buyer(s) as set forth above, without change or condition. Date _____ Time _____ a.m./p.m.

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Seller's Signature Seller's Signature

REJECTION OF OFFER

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Seller(s) REJECTS THIS OFFER. Date _____ Time _____ a.m. / p.m.

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Seller's Signature Seller's Signature

CONDITIONAL ACCEPTANCE BY SELLER(S) (COUNTER OFFER)

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Seller(s) reserves the right to accept any other Offer prior to the Buyer's acceptance of this Counter Offer and actual receipt of such acceptance by Seller(s) or Seller's Agent.

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Date Time _____ a.m. / p.m. 236

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Seller(s) accepts the offer made by Buyer(s), subject, however, to the following PROVISIONS:

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ALL OTHER TERMS REMAIN THE SAME

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This COUNTER OFFER EXPIRES: Date: _____ Time: _____ a.m. / p.m.

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Seller's Signature Seller's Signature

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BUYER'S RESPONSE TO SELLER'S COUNTER OFFER

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Buyer(s): Accepts and Agrees to OR Rejects the provisions set forth in Seller's Counter Offer.

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Date: Time: _____ a.m. / p.m.

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Buyer's Signature Buyer's Signature

EARNEST MONEY

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Authorized Representative: received \$ _____, 250

as earnest money on **Date:** _____ at **Time:** _____ a.m./p.m.

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