

Listing Broker (Co.) _____ (_____) By _____ (_____)
office code individual code

Selling Broker (Co.) _____ (_____) By _____ (_____)
office code individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: _____
2

3 A. **BUYER:** _____ ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following
5 terms, provisions, and conditions:
6

7 B. **PROPERTY:** The property ("Property") is known as _____
8 in _____ Township, _____ County, _____,
9 Indiana, _____ (zip code) legally described as: _____
10

11 together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including,
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
16 wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener with controls AND THE
17 FOLLOWING: _____
18
19
20
21

22 EXCLUDES THE FOLLOWING: _____
23

24 **The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure**
25 **Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller**
26 **at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or**
27 **community amenities if material.**
28

29 C. **PRICE:** Buyer will pay the total purchase price of (\$ _____) _____
30 _____ Dollars for the Property. If Buyer obtains an
31 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
32 upon purchase price. If appraised value is less than the agreed upon purchase price, either party may terminate this
33 Agreement or parties may mutually agree to amend the price.
34

35 D. **EARNEST MONEY:**
36 1. **Submission:** Buyer submits \$ _____ as earnest money which shall be applied to the
37 purchase price at closing. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow
38 Agent and shall deposit Earnest Money received into its escrow account within two (2) banking days of
39 acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement.
40 Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any
41 reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon
42 notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.
43 2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the
44 Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement.
45 If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by
46 certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor
47 Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
48 letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is
49 the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the
50 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2
51 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including
52 attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and
53 licensing regulations
54 3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without
55 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all
56 rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms
58 and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default
59 which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated
60 above, may include specific performance and monetary damages in addition to loss of Earnest Money.

(Property Address)

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- 61 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**
62 1. **CASH:** The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of
63 funds within _____ days of acceptance.
64 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
65
66 **Conventional** **Insured Conventional** **FHA** **VA** **Other:** _____ first
67 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
68 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except _____
70 _____
71 _____
72 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
73 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
74 regulations and shall supersede any provisions of this Agreement.
75
76 3. **ASSUMPTION: (Attach Financing Addendum)**
77 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
78 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**
79
80 F. **TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary**
81 **to complete this transaction** or for approval to assume the unpaid balance of the existing mortgage within _____
82 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to
83 obtain financing in cooperation with the Broker and Seller. No more than _____ days after acceptance of the
84 Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not
85 obtained within the time specified above, this Agreement may terminate unless an extension of time for this
86 purpose is mutually agreed to in writing.
87
88 G. **CLOSING:**
89 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before _____, or
90 within _____ days after _____, whichever is later or this Agreement
91 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the
92 latest date above must be by mutual written agreement of the parties.
93 **If closing cannot occur by "Closing Date" due to any government regulation or lender requirement, the**
94 **date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed 7**
95 **business days.**
96 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or
97 company shall be paid by **Buyer (included in allowance, if provided)** **Seller** **Shared equally.**
98 3. **CONTINGENCY:** This Agreement: **is not** contingent upon the closing of another transaction;
99 **is** contingent upon the closing of the pending transaction on the property located at _____
100 _____ scheduled to close by _____.
101 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
102 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse
103 in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000 or more shall be
104 wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source
105 shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
106 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to
107 the buyer and the actual cost incurred shall appear on the closing statement.
108
109
110 H. **POSSESSION:**
111 1. The possession of the Property shall be delivered to Buyer **at closing** **within _____ days beginning**
112 **the day after closing by _____** **a.m.** **p.m.** **noon or** **on or before _____**
113 **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing
114 \$ _____ per day. If Seller does not deliver possession by the date and time required in the first
115 sentence of this paragraph, Seller shall pay Buyer \$ _____ per day as **liquidated damages**
116 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available
117 against the Seller.
118 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is
119 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to
120 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
121 personal property not included in the sale.
122 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
123 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
124 Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to**
125 **buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance
126 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

(Property Address)

127 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the
128 day of possession.
129

130 I. **SURVEY:** Buyer shall receive a **(Check one)** **SURVEYOR LOCATION REPORT**, which is a survey where
131 corner markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are
132 set prior to closing; **WAIVED**, no survey unless required by lender; at **(Check one)** **Buyer's expense**
133 **(included in allowance, if provided)** **Seller's expense** **Shared equally**. The survey shall (1) be received
134 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
135 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
136 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released
137 from any and all liability relating to any issues that could have been discovered by a survey. This release shall
138 survive the closing.
139

140 J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at
141 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood
142 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
143 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer **may**
144 **may not** terminate this Agreement if the Property requires flood insurance. Buyer **may** **may not** terminate
145 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially
146 interfere with Buyer's intended use of the Property.
147

148 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain
149 a favorable written commitment for homeowner's insurance within _____ days after acceptance of this Agreement.
150

151 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
152 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training,
153 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
154 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
155 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
156 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
157 children and/or the elderly.
158

159 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property
160 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the
161 Property at harmful levels is through inspections.
162

163 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
164 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any**
165 **and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection**
166 **result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.**
167 **This release shall survive the closing.**
168

169 M. **INSPECTIONS: (Check appropriate paragraph number)**
170

171 Buyer has been made aware that independent inspections disclosing the condition of the property are available
172 and has been afforded the opportunity to require such inspections as a condition of this Agreement.
173

174 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

175 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own
176 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
177 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release
178 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.
179

180 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**

181 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
182 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
183 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
184 time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's**
185 **inspections. Seller must make all areas of the Property available and accessible for Buyer's**
186 **inspection.**
187

188 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance
189 of the Purchase Agreement. Buyer shall have _____ days beginning the day following the date of
190 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see
191 "Buyer's Inspection Response").
192

193 Inspections may include but are not limited to the condition of the following systems and components:
194 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,

195 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint
196 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or
197 the following: _____

198 If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological
199 contaminants, or any other condition that requires further examination or testing, then Buyer shall have
200 _____ additional days to order, receive and respond in writing to any additional reports.

201
202 **If the Buyer does not comply with any Inspection/Response Period or make a written objection to any**
203 **problem revealed in a report within the applicable Inspection/Response Period, the Property shall be**
204 **deemed to be acceptable. If one party fails to respond or request in writing an extension of time to**
205 **respond to the other party's Independent Inspection Response, then that inspection response is**
206 **accepted.** A timely request for extension is not an acceptance of the inspection response, whether or not
207 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS
208 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are
209 not limited to, availability of responding party to respond, type and expense of repairs requested and need of
210 responding party to obtain additional opinions to formulate a response.

211
212 If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana
213 law, "**Defect**" means a condition that would have a significant adverse effect on the value of the
214 Property, that would significantly impair the health or safety of future occupants of the Property, or
215 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected
216 normal life of the premises), and after having given Seller the opportunity to remedy the defect Seller is
217 unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time
218 otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the
219 transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT
220 PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS
221 MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

222
223 **N. LIMITED HOME WARRANTY PROGRAM:**

224 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
225 which will will not be provided at a cost not to exceed \$ _____ charged to Buyer Seller
226 and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM
227 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection.
228 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty
229 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and
230 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
231 Provider.

232
233 **O. DISCLOSURES: (Check one)**

- 234 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
235 SALES DISCLOSURE.
236 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
237 AND ACKNOWLEDGMENT.

238
239 **P. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the most
240 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase
241 price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller
242 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage
243 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use
244 of the Property. A title company, at Buyer's request, can provide information about availability of various additional
245 title insurance coverages and endorsements and the associated costs.

246
247 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy
248 (including title search and examination and commitment preparation), to be paid by Buyer (included in
249 allowance, if provided) Seller Shared equally.

250
251 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy
252 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included
253 in allowance, if provided) Seller Shared equally Other _____

254
255 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and
256 will order the commitment immediately or other: _____

257
258 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of
259 this Agreement.

260
261 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the
262 deed and vendor's affidavit), so that marketable title can be conveyed.

(Property Address)

- 263 Q. **TAXES: (Check appropriate paragraph number)**
264 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
265 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all
266 taxes for the Property payable before that date.
267 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to
268 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
269 **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the
270 Closing Date.

271
272 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid
273 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified*
274 tax rates. This shall be a final settlement.

- 275
276 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of
277 \$ _____ to Buyer at closing. This shall be a final settlement.

278
279 **WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING**
280 **REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.**

281
282 **Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

283
284 **Buyer may apply for current-year exemptions/credits at or after closing.**

285
286 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
287 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
288 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
289 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
290 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
291 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
292 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
293 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
294 assessments for municipal improvements completed after the date of this Agreement.

295
296 S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
297 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
298 writing to a different date and/or time.

299
300 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
301 **delivery of such offer/counter offer.**

302
303 T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
304 membership association shall be delivered by the Seller to Buyer within _____ days after acceptance of this
305 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
306 obtaining or verifying this information. If the Buyer does not make a written response to the documents within _____
307 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the
308 provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the
309 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the
310 Association shall be obtained by the Seller, in writing, within _____ days after Buyer's approval of the documents.
311 Fees charged by the "Association", or its management company, for purposes of verification of good standing
312 and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any,
313 shall be paid by Buyer.

314
315 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
316 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
317 **conditions that could affect the Property.**

318
319 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
320 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
321 to recover court costs and reasonable attorney's fees from the non-prevailing party.

322
323 V. **ADDITIONAL PROVISIONS:**

- 324
325 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/
326 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
327
328 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
329 insurance.

- 330 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
 331 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this
 332 information.
 333
- 334 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
 335 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for
 336 providing or verifying this information.
 337
- 338 5. Conveyance of this Property shall be by general Warranty Deed, or by _____ ,
 339 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
 340
- 341 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller
 342 will pay applicable tax obligation.
 343
- 344 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered,
 345 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,
 346 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
 347
- 348 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
 349 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and
 350 assigns.
 351
- 352 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
 353 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 354
- 355 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior
 356 understandings or written or oral agreements between the parties' respecting the transaction and cannot be
 357 changed except by their written consent.
 358
- 359 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
 360
- 361 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including
 362 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and
 363 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and
 364 Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties
 365 agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with
 366 any service provider.
 367
- 368 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
 369 information regarding this transaction may be published in a multiple listing service, Internet or other advertising
 370 media.
 371
- 372 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
 373 until this transaction is closed.
 374
- 375 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and
 376 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing
 377 to the contrary.
 378
- 379 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____ .
 380
- 381 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 382

383 **W. FURTHER CONDITIONS (List and attach any addenda):** _____
 384 _____
 385 _____
 386 _____
 387 _____
 388 _____
 389 _____
 390 _____
 391 _____
 392 _____
 393 _____
 394 _____
 395 _____
 396 _____
 397 _____

398 X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
399 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
400 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
401 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
402 condition of the Property.
403

404 Y. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
405 each has received agency office policy disclosures, has had agency explained, and now confirms all agency
406 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved
407 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement
408 and acknowledge receipt of a signed copy.
409

410 Z. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by _____ A.M. P.M.
411 Noon, the _____ day of _____, this Purchase Agreement shall be null and void and all
412 parties shall be relieved of any and all liability or obligations.
413

414 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
415 an original but all of which together shall constitute one and the same instrument. The parties agree that this
416 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
417 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
418 shall be promptly delivered, if requested.
419

420
421
422
423 BUYER'S SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____
424
425
426 PRINTED _____ PRINTED _____
427

428 AA. **SELLER'S RESPONSE: (Check appropriate paragraph number):**
429

430 This _____ day of _____, at _____ A.M. P.M. Noon
431

432 1. The above offer is Accepted.
433

434 2. The above offer is Rejected.
435

436 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and
437 the Counter Offer.
438

439
440
441
442 SELLER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
443
444
445 PRINTED _____ PRINTED _____



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