

Listing Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By \_\_\_\_\_ ( \_\_\_\_\_ )  
office code individual code  
Selling Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By \_\_\_\_\_ ( \_\_\_\_\_ )  
office code individual code

## PURCHASE AGREEMENT (IMPROVED PROPERTY)



1 Date: \_\_\_\_\_  
2

3 **1. 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 **2. 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 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
17 FOLLOWING: \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

22 EXCLUDES THE FOLLOWING: \_\_\_\_\_  
23 \_\_\_\_\_  
24

25 **The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully**  
26 **paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room**  
27 **dimensions or community amenities if material.**

28 **3. PRICE:** Buyer will pay the total purchase price of \$ \_\_\_\_\_ for the Property. If Buyer obtains an  
29 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
30 upon purchase price.  
31

32 **4. EARNEST MONEY:** Buyer submits \$ \_\_\_\_\_ as earnest money which shall be applied to the  
33 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
34 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
35 Agreement. **If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.**  
36 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
37 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
38 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
39 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
40 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
41 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
42 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
43 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
44 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
45 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
46 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
47 earnest money in accordance with this Agreement and licensing regulations.  
48

49 **5. METHOD OF PAYMENT: (Check appropriate paragraph letter)**  
50  **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.  
51  **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
52  
53  **Conventional**  **Insured Conventional**  **FHA**  **VA**  **Other:** \_\_\_\_\_ first  
54 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an  
55 original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer  
56 shall pay all costs of obtaining financing, except \_\_\_\_\_  
57 \_\_\_\_\_  
58 \_\_\_\_\_

\_\_\_\_\_  
(Property Address)

59 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,  
60 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or  
61 regulations and shall supersede any provisions of this Agreement.  
62

- 63  C. **ASSUMPTION: (Attach Financing Addendum)**  
64  D. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**  
65  E. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**  
66

67 **6. TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary  
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within \_\_\_\_\_  
69 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to  
70 obtain financing in cooperation with the Broker and Seller. No more than \_\_\_\_\_ days after acceptance of the  
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a  
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an  
73 extension of time for this purpose is mutually agreed to in writing.  
74

75 **7. CLOSING:** The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
76 within \_\_\_\_\_ days after \_\_\_\_\_, whichever is later or this Agreement  
77 shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title  
78 insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
79

80 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the  
81 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with  
82 I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally  
83 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as  
84 so defined by statute.  
85

86 **8. POSSESSION:**

87 **A.** The possession of the Property shall be delivered to Buyer  at closing  within \_\_\_\_\_ days after closing  
88 or  on or before \_\_\_\_\_ if closed. For each day Seller is entitled to possession  
89 after closing, Seller shall pay to Buyer at closing \$ \_\_\_\_\_ per day. If Seller does not  
90 deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer  
91 \$ \_\_\_\_\_ per day as **liquidated damages** until possession is delivered to Buyer; and Buyer  
92 shall have all other legal and equitable remedies available against the Seller.

93 **B. Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is  
94 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to  
95 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and  
96 personal property not included in the sale.

97 **C. Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by  
98 Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option,  
99 may either **(a) terminate this Agreement or (b) elect to close the transaction**, in which event Seller's right  
100 to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing  
101 by Seller to Buyer.

102 **D. Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the  
103 day of possession.  
104

105 **9. SURVEY:** Buyer shall receive a **(Check one)**  SURVEYOR LOCATION REPORT, which is a survey where  
106 corner markers are not set;  BOUNDARY SURVEY, which is a survey where corner markers of the Property are  
107 set prior to closing;  WAIVED, no survey unless required by lender; at **(Check one)**  Buyer's expense  
108  Seller's expense  Shared equally  Included in allowance, if provided. The survey shall (1) be received  
109 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all  
110 improvements and easements, and (4) show the flood zone designation of the Property.  
111

112 **10. FLOOD AREA/OTHER:** Buyer  may  may not terminate this Agreement if the Property requires flood  
113 insurance. Buyer  may  may not terminate this Agreement if the Property is subject to building or use  
114 limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.  
115

116 **11. HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
117 a favorable written commitment for homeowner's insurance within \_\_\_\_\_ days after acceptance of this Agreement.  
118

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

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(Property Address)

126 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property  
127 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the  
128 Property at harmful levels is through inspections.  
129

130 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**  
131 **Contaminants and release and hold harmless all Brokers, their companies and sales associates from any**  
132 **and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection**  
133 **result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.**  
134 **This release shall survive the closing.**  
135

136 **13. INSPECTIONS: (Check paragraph letter A or B)**  
137

138 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
139 and has been afforded the opportunity to require such inspections as a condition of this Agreement.  
140

141  **A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**  
142

143 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own  
144 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with  
145 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release  
146 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.  
147

148  **B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**  
149

150 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,  
151 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by  
152 licensed independent inspectors or qualified independent contractors selected by Buyer within the following  
153 time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's**  
154 **inspections.**  
155

156 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections immediately after  
157 acceptance of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date  
158 of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
159 "Buyer's Inspection Response").  
160

161 Inspections may include but are not limited to the condition of the following systems and components:  
162 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
163 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
164 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
165 the following:  
166

167 \_\_\_\_\_  
168 \_\_\_\_\_  
169 \_\_\_\_\_

170 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological  
171 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
172 \_\_\_\_\_ additional days to order, receive and respond in writing to any additional reports.  
173

174 **If the Buyer does not comply with any Inspection/Response Period or make a written objection to any**  
175 **problem revealed in a report within the applicable Inspection/Response Period, the Property shall be**  
176 **deemed to be acceptable. If one party fails to respond or request in writing an extension of time to**  
177 **respond to the other party's Independent Inspection Response, then that inspection response is**  
178 **accepted.** A timely request for extension is not an acceptance of the inspection response, whether or not  
179 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
180 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
181 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
182 responding party to obtain additional opinions to formulate a response.  
183

184 If the Buyer reasonably believes that the Inspection Report reveals a **MAJOR DEFECT** with the Property and  
185 the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or  
186 at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect  
187 and the transaction shall proceed toward closing. Under Indiana law, "**Defect**" means a condition that would  
188 have a significant adverse effect on the value of the Property, that would significantly impair the health or  
189 safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
190 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY  
191 PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

**14. LIMITED HOME WARRANTY PROGRAM:**

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.

**15. DISCLOSURES: (Check one)**

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

**16. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  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 abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

**Owner's Policy** to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.

**Lender's Policy**, if applicable, to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  Other \_\_\_\_\_

The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and will order the commitment  immediately or  other: \_\_\_\_\_

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

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

**17. TAXES: (Check paragraph A, B or C)**

**A.** Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on \_\_\_\_\_, \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.

**B.** All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

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

**C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of \$ \_\_\_\_\_ to Buyer at closing. This shall be a final settlement.

**WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed the last tax bill available to the closing agent.**

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

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

(Property Address)

255 **18. PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or  
256 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
257 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
258 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
259 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
260 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
261 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
262 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
263 assessments for municipal improvements completed after the date of this Agreement.  
264

265 **19. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
266 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
267 writing to a different date and/or time.  
268

**Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and  
269 delivery of such offer/counter offer.**  
270

271  
272 **20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a **mandatory** membership  
273 association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within \_\_\_\_\_ days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.

**Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.**  
282

283 **21. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
284 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
285 to recover court costs and reasonable attorney's fees from the non-prevailing party.  
286

287 **22. MISCELLANEOUS:**  
288

289 **A.** Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association  
290 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
291

292 **B.** Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
293 insurance.  
294

295 **C.** The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
296 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
297 providing or verifying this information.  
298

299 **D.** Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_,  
300 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
301

302 **E.** Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not  
303 subject to the Foreign Investment in Real Property Tax Act.  
304

305 **F.** Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
306 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
307 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.  
308

309 **G.** This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
310 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
311 assigns.  
312

313 **H.** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
314 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
315

316 **I.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
317 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
318 changed except by their written consent.  
319

320 **J.** All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the  
321 Property.  
322

- 322 **K.** Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including  
 323 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and  
 324 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and  
 325 Seller are free to select providers other than those referred or recommended to them by Broker(s).  
 326
- 327 **L.** By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give  
 328 their permission to a multiple listing service, Internet or other advertising media, if any, to publish information  
 329 regarding this transaction.  
 330
- 331 **M.** Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed  
 332 until this transaction is closed.  
 333
- 334 **N.** Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and  
 335 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing  
 336 to the contrary.  
 337
- 338 **O.** Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_ .  
 339
- 340 **P.** Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.  
 341

342 **23. FURTHER CONDITIONS (List and attach any addenda):** \_\_\_\_\_  
 343 \_\_\_\_\_  
 344 \_\_\_\_\_  
 345 \_\_\_\_\_  
 346 \_\_\_\_\_  
 347 \_\_\_\_\_  
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 354 \_\_\_\_\_  
 355 \_\_\_\_\_  
 356 \_\_\_\_\_  
 357

358 **24. CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this  
 359 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
 360 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a  
 361 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the  
 362 condition of the Property.  
 363

364 **25. ACKNOWLEDGEMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures,  
 365 has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that  
 366 they understand and accept agency relationships involved in this transaction. By signature below, the parties verify  
 367 that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.  
 368

369 **26. EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by \_\_\_\_\_  A.M.  P.M.  
 370  Noon, the \_\_\_\_\_ day of \_\_\_\_\_, this Purchase Agreement shall be null and void and all  
 371 parties shall be relieved of any and all liability or obligations.  
 372

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

378 \_\_\_\_\_  
 379 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
 380 \_\_\_\_\_  
 381 \_\_\_\_\_  
 382 PRINTED PRINTED  
 383  
 384 **27. SELLER'S RESPONSE: (Check appropriate paragraph letter):**  
 385  
 386 This \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  A.M.  P.M.  Noon  
 387  
 388  A. The above offer is Accepted.  
 389  
 390  B. The above offer is Rejected.  
 391  
 392  C. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and  
 393 the Counter Offer.  
 394  
 395  
 396 \_\_\_\_\_  
 397 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
 398 \_\_\_\_\_  
 399 \_\_\_\_\_  
 400 PRINTED PRINTED



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