

BUY - SELL AGREEMENT (Residential)
(Including Earnest Money Receipt)



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1 **This Agreement stipulates the terms of sale of this property. Read carefully before signing.**

2 **This is a legally binding contract. If not understood, seek competent advice.**

3 Date: _____

4 _____ ,

5 as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ single in his/her own right,

6 ☐ Other _____ (hereinafter called "Buyer") agrees to purchase, and the

7 Seller agrees to sell the following described real property (hereinafter referred to as "Property") commonly known

8 as _____

9 _____

10 in the City of _____ , County of _____ ,

11 Montana, legally described as: _____

12 _____

13 _____

14 _____ .

15 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
16 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are
17 attached to the Property are included in the purchase price and transfer to the Buyer. Certain fixtures and fittings are
18 included in the purchase price and transfer to the Buyer regardless of whether they are in fact permanently installed and
19 attached to the Property. These fixtures and fittings are electrical, plumbing and heating fixtures, wood, pellet, or gas
20 stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, attached floor
21 coverings, television antennas, satellite dish, hot tub, air cooler or conditioner, garage door openers and controls,
22 fireplace inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property, attached buildings or
23 structures, unless otherwise excluded below:

24 _____

25 _____

26 _____ .

27 _____

28 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
29 are included and shall be transferred by bill of sale: _____

30 _____

31 _____

32 _____ .

33 _____

34 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener

35 ☐ water conditioner ☐ propane tank ☐ satellite dish ☐ satellite control ☐ alarm system ☐ other

36 _____ .

37 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no
38 representations or warranties concerning the transferability of said items or the assignment of any agreements relating
39 to the lease/rental of said items.

40 _____

41 **PURCHASE PRICE AND TERMS:**

42 Total purchase price is _____ U.S. Dollars

43 (\$ _____) payable as follows:

44 \$ _____ earnest money to be applied at closing.

45 \$ _____ as additional cash payment, payable on or before closing.

46 \$ _____ balance of the purchase price will be financed as follows:

47 ☐ Conventional

48 ☐ FHA

49 ☐ VA

50 _____

51 _____

52 **CLOSING DATE:** The date of closing shall be (date) _____ (the "Closing Date").
53 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
54 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
55 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement
56 (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without
57 amendment by not more than _____ days to accommodate delays attributable solely to such third party financing.

58
59 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:
60 ☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR
61 ☐ on the date of recording the deed or notice of purchaser's interest, OR
62 ☐ _____

63 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,
64 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.

65
66 **RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of
67 _____ U.S. Dollars (\$) _____ as evidenced by ☐ Cash,
68 the receipt of which is acknowledged by the undersigned Broker/Salesperson; OR ☐ Check, the receipt of which is
69 acknowledged by the undersigned Broker/Salesperson; ☐ OR, _____
70 _____

71 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall be
72 entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be forfeited.

73
74 All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will be deposited
75 pursuant to Montana law OR within (_____) business days of the date all parties have signed the Agreement or
76 _____

77 and such funds will be held in a trust account by _____.

78 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: _____
79 _____

80 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.
81 _____

82 (Broker/Salesperson's Printed Name and Phone Number) _____ (Signature of Broker/Salesperson)

83 To be signed only if in actual receipt of Cash or Check.

84
85 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
86 portion of the earnest money required to complete the closing of the transaction.

87
88 **FINANCING CONDITIONS AND OBLIGATIONS:**

89
90 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
91 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any
92 contingent source of such funds unless otherwise expressly set forth herein.

93
94 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
95 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
96 completion of a contract for deed by 5:00 P.M. (Mountain Time) (date) _____
97 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

98
99 **V.A. BUYERS:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer
100 shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase
101 of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established
102 by the Veteran's Administration. The Buyer shall, however, have the privilege and option of proceeding with
103 the consummation of this Agreement without regard to the amount of the reasonable value established by
104 the Veteran's Administration.

105 **F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from
106 an F.H.A. insured loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement,
107 the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any
108 penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a written
109 statement issued by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement
110 lender setting forth the appraised value of the Property for mortgage insurance purposes of not less than the
111 amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference.
112 The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without
113 regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised
114 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
115 Development (HUD) will insure. HUD does not warrant the value nor the condition of the Property. The Buyer
116 should satisfy himself/herself that the price and condition of the Property are acceptable.
117

118 **DETECTION DEVICES:** The Property is equipped with the following detection devices:

- 119 ☐ Smoke detector(s)
120 ☐ Carbon monoxide detector(s)
121 ☐ Other fire detection device(s): _____
122 _____
123

124 **PROPERTY INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Salespersons involved in the
125 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its
126 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings
127 will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or
128 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,
129 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land
130 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,
131 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.
132

133 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
134 been released, waived, or satisfied, and the Agreement shall continue to closing, unless, by 5:00 p.m. (Mountain
135 Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or
136 the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has
137 notified the other party on or before the release date that a contingency is not released, waived, or satisfied, this
138 Agreement is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other
139 terms or provisions.
140

141 **INSPECTION CONTINGENCY:**

142 ☐ This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any
143 inspections or advice requested below. Buyer agrees to acquire, at Buyer's own expense, independent
144 inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any
145 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the
146 property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original
147 condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's
148 investigations or inspections, if Buyer does not purchase the property.

- | | |
|--|--|
| 149 <input type="checkbox"/> Home Inspection | <input type="checkbox"/> Review and Approval of Protective Covenants |
| 150 <input type="checkbox"/> Owner's Property Disclosure Statement | <input type="checkbox"/> Easements |
| 151 <input type="checkbox"/> Roof Inspection | <input type="checkbox"/> Flood Plain Determination |
| 152 <input type="checkbox"/> Structural/Foundation Inspection | <input type="checkbox"/> Water Sample Test |
| 153 <input type="checkbox"/> Electrical Inspection | <input type="checkbox"/> Septic or Cesspool Inspection |
| 154 <input type="checkbox"/> Plumbing Inspection | <input type="checkbox"/> Mineral Rights Search |
| 155 <input type="checkbox"/> Heating, ventilation, cooling system - Inspection | <input type="checkbox"/> Radon |
| 156 <input type="checkbox"/> Stove/Fireplace Inspection | <input type="checkbox"/> Asbestos |
| 157 <input type="checkbox"/> Pest/Rodent Inspection | <input type="checkbox"/> Wild Fire Risk |
| 158 <input type="checkbox"/> Well Inspection for Condition of Well and Quantity of Water | <input type="checkbox"/> Legal Advice |
| 159 <input type="checkbox"/> Accounting Advice | <input type="checkbox"/> Toxic Waste/Hazardous Material |
| 160 <input type="checkbox"/> Survey or Corner Pins located | <input type="checkbox"/> Underground Storage Tanks |
| 161 <input type="checkbox"/> Access to Property | <input type="checkbox"/> Sanitary Approval/Septic permit |
| 162 <input type="checkbox"/> Verification of # of code compliant bedrooms | <input type="checkbox"/> Mold |

- | | |
|---|---|
| <input type="checkbox"/> Verification of square footage of improvements _____ | <input type="checkbox"/> Verification of lot size _____ |
| <input type="checkbox"/> Water Rights | <input type="checkbox"/> Airport Affected Area |
| <input type="checkbox"/> Zoning Determination | <input type="checkbox"/> Road Maintenance |
| <input type="checkbox"/> Other _____ | |

Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (date) _____, this inspection contingency shall be of no further force or effect. **If Buyer disapproves** of the property condition, Buyer shall deliver written notice to the Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of that portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.

If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of no further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or before (date) _____, the earnest money shall be returned to the Buyer, and the agreement then terminated.

FINANCING CONTINGENCY:

- ☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer; **OR**
- ☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: _____.

APPRAISAL CONTINGENCY:

- ☐ Property must appraise for at least (\$ _____). If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**
- ☐ Property must appraise for at least (\$ _____). Release Date: _____.

TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment. Release Date: _____ days from Buyer's or Buyer's representative's receipt of preliminary title commitment.

INSURANCE CONTINGENCY: This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to the Buyer, hazard insurance on the property. Release Date: _____.

This Agreement is contingent upon _____

Release Date: _____

This Agreement is contingent upon _____

Release Date: _____

217 **ADDITIONAL PROVISIONS:** _____
218 _____
219 _____
220 _____
221 _____
222 _____
223 _____
224 _____
225 _____
226 _____
227 _____
228 _____
229 _____
230 _____
231 _____
232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____
239 _____

240 **CONVEYANCE:** The Seller shall convey the Property by _____ deed, free of
241 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.

242
243 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be
244 conveyed at time of closing. Year _____ Make/Model _____
245 Serial Number _____ Title Number _____
246

247 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
248 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
249 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
250 Property, except _____
251

252 Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, ☐ split equally between Buyer and Seller.

253 Documents for transfer will be prepared by _____
254

255 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
256 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
257 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
258 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424,
259 MCA, could result in a penalty against the transferee and rejection of the deed for recording.
260

261 **MINERAL RIGHTS:** "Mineral rights" is a term used to describe the rights the owner of those rights has to use, mine,
262 and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the
263 surface of property. These mineral rights may be separate from the rights a property owner has for the surface of a
264 property. In some cases, these mineral rights have been transferred to a party other than the property owner and as a
265 result the subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights
266 have been severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it
267 in order to mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and
268 agrees that neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated
269 by this Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that
270 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property
271 have conducted an inspection or analysis of the mineral rights to and for the Property.

Buyer's Initials

272 **CLOSING AGENTS FEES:** Closing agents fee will be paid by ☐ Seller ☐ Buyer ☐ Equally Shared.
273

274 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
275 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
276 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
277 additional owner's title insurance coverage in the form of "Extended Coverage", "Enhanced Coverage" for an additional
278 cost to the buyer. It is recommended that buyer obtain details from a title company.
279

280 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to
281 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements
282 or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of
283 the preliminary title commitment approved by the Buyer.
284

285 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
286 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
287 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to
288 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary
289 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the
290 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"
291 section below.
292

293 **SPECIAL IMPROVEMENT DISTRICTS:** All Special Improvement Districts (including rural SIDs), including those
294 that have been noticed to Seller by City/County but not yet spread or currently assessed, will be:

- 295 ☐ paid off by Seller at closing;
296 ☐ assumed by Buyer at closing; OR
297 ☐ _____

298 All perpetual SIDs shall be assumed by Buyer.
299

300 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental
301 association, including those that have been approved but not yet billed or assessed, will be:

- 302 ☐ paid off by Seller at closing;
303 ☐ assumed by Buyer at closing; OR
304 ☐ _____
305

306 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
307 District assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating
308 fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
309 as of the date of closing unless otherwise agreed as set forth in the additional provisions.
310

311 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and
312 tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the
313 Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through
314 inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale
315 remain on the Property.
316

317 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some
318 properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to
319 control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your
320 obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
321

322 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
323 Annotated, certain individuals are required to register their address with the local law enforcement agencies as
324 part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices
325 will make the information concerning registered offenders available to the public. If you desire further information
326 please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or
327 the probation officers assigned to the area.

328 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control
329 Act, Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING
330 RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES,
331 MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON
332 THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL
333 INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR
334 STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test
335 results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the
336 Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

337

338 **NEWLY CONSTRUCTED RESIDENCE:** If this Agreement is for the sale of a newly constructed residence that has not
339 been previously occupied and the Seller is the builder or a developer who built or had the residence built for the
340 purpose of resale, the Seller shall provide the following to the Buyer prior to closing:

341 (1) A statement of all inspections and tests that were performed prior to, during, or upon completion of
342 construction of the residence; and

343 (2) An express warranty that is valid for a period of at least 1 year from the date of the sale of the
344 residence that will provide detailed descriptions of those components that are included or excluded from the
345 warranty, the length of the warranty, and any specialty warranty provisions or time periods relating to certain
346 components. The warranty provisions must also clearly set forth the requirements that must be adhered to by the
347 Buyer, including the time and method for reporting warranty claims, in order for the warranty provision to become
348 applicable.

349

350 **BUYER'S REMEDIES:**

351 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
352 BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer.

353 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the
354 transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

355 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the
356 return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;

357 **OR** (2) Demand that Seller specifically perform Seller's obligation under this Agreement;

358 **OR** (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

359

360 **SELLER'S REMEDIES:**

361 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
362 transaction anticipated by this Agreement within the time period provided in this Agreement, the Seller may:

363 (1) Declare the earnest money paid by Buyer be forfeited;

364 **OR** (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;

365 **OR** (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

366

367 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing
368 this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind,
369 and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a
370 corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on
371 behalf of such entity.

372

373 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides that a Buyer of a U.S. real
374 property interest may be required to withhold tax if the Seller is a foreign person. Sellers acknowledge and agree that
375 unless the purchase price of the Property does not exceed \$300,000 and Buyer is purchasing the Property for use by
376 Buyer as a personal residence, Sellers shall deliver to Buyer a certificate of non-foreign status and any other
377 certificate, affidavit, or statement as may be necessary to meet the requirements of Section 1445 of the Internal
378 Revenue Code, in a form reasonably acceptable to Buyer and/or Buyer's attorney. In the event Sellers do not deliver
379 said documents to Buyer at or before closing, Sellers acknowledge and agree that Buyer or the closing agent may
380 withhold ten percent (10%) of the Purchase Price and submit this amount to the Internal Revenue Service, pursuant to
381 Section 1445 of the Internal Revenue Code.

382 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure
383 by Buyer, Seller, and Salespersons and their attorneys, agent, and other parties having interests essential to this
384 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this
385 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
386 documents concerning this property or underlying obligations pertaining thereto.

387

388 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is
389 assumed by Seller through the time of closing unless otherwise specified.

390

391 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

392

393 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and
394 assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the
395 Seller's express written consent.

396

397 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,
398 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
399 determine just.

400

401 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction
402 anticipated by this Agreement is an integral part of this Agreement.

403

404 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the
405 parties' signatures may be used as the original.

406

407 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
408 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
409 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by
410 the Seller and Buyer.

411

412 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when
413 each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete
414 Agreement between the parties.

415

416 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
417 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or
418 property, unless mutual written instructions are received by the holder of the earnest money and things of value,
419 Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or
420 closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a
421 Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to
422 advance the cost and fees required for filing such action.

423

424 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

425 ☐ Lead Based Paint Disclosure

☐ Sale of Buyer's Property

426 ☐ Addendum for Additional Provisions

☐ Back-up Offer

427 ☐ Multi-Family Disclosure

☐ Water Rights Acknowledgement

428 ☐ Mold Disclosure

☐ Condominium Disclosure/Addendum

429 ☐ _____

430 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees' identified
431 hereafter have been involved in the capacities indicated below and the parties have previously received the
432 required statutory disclosures setting forth the licensees duties and the limits of their obligations to each party:

433 _____ of _____
434 (name of licensee) (name of Brokerage company)
435 is acting as ☐ Seller's Agent/Salesperson ☐ Dual Agent/Salesperson ☐ Statutory Broker.
436 _____ of _____
437 (name of licensee) (name of Brokerage company)
438 is acting as ☐ Buyer's Agent/Salesperson ☐ Dual Agent/Salesperson ☐ Statutory Broker;
439 ☐ Seller's Agent/Salesperson (includes Seller's Sub-Agent or Salesperson).

441 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
442 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement
443 he/she has examined the subject real and personal Property; has entered into this Agreement in full reliance upon
444 his/her independent investigation and judgments; and has read and understood this entire Agreement.

446 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
447 forth in the above offer and grant to said Salesperson until (date) _____, at _____ ☐ am ☐ pm
448 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
449 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
450 has not accepted by the time specified, this offer is automatically withdrawn.

452 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
453 means in accordance with the Montana Uniform Electronic Transaction Act.

455 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

457 Buyer's Address: _____ City _____,
458
459 State _____, Zip Code _____

461 Buyer's Name Printed: _____

463 Dated this _____, at _____ ☐ am ☐ pm (Mountain Time).

466 (Buyer's Signature) _____ (Buyer's Signature) _____

468 **OFFER PRESENTATION:** This offer was presented to the Seller(s) on

470 Date: _____ Time _____ ☐ am ☐ pm By: _____
471 (Signature of person presenting the offer)

473 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the terms
474 and conditions herein above stated. I/We acknowledge receipt of a copy of this Agreement bearing my/our
475 signature(s) and that of the Buyer(s) named above.

477 Seller's Address: _____ City _____,
478
479 State _____, Zip Code _____

481 Seller's Name Printed: _____

483 Dated this _____, at _____ ☐ am ☐ pm (Mountain Time).

486 (Seller's Signature) _____ (Seller's Signature) _____

487 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**

488

489 I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named
490 above.

491

492 ☐ Rejected by Seller _____ / _____ / _____ ☐ Modified per Attached Counter _____ / _____ / _____
493 Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.