

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



1 **This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally**  
2 **binding contract. If not understood, seek competent advice.**

3  
4 Date: 05/04/2022

5 Jamee Westphal & Ryan Richardson

6 as  joint tenants with rights of a survivorship,  tenants in common,  individually,  other  
7 \_\_\_\_\_ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to  
8 sell the following described real property (hereafter the "Property") commonly known as

9  
10 800 Adams Street  
11 in the City of Alberton, County of Mineral, Montana,  
12 legally described as: CITY/MUNI/TWP:UNINCORPORATED SEC/TWN/RNG/MER:SEC 01 TWN 14N RNG 23W S01, T14 N, R23 W, C.O.S. 627B,  
13 655B, ACRES 3.87, GOV LOT 12, TRACT 7.

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, Seller owned water  
20 softeners/conditioners and propane tanks, wood, pellet, or gas stoves, built-in appliances, screens, storm doors, storm  
21 windows, curtain rods and hardware, window treatments, attached floor coverings, television wall mounts, satellite dish,  
22 hot tub, air cooler or conditioner, garage door openers and controls, fireplace inserts, mailbox, storage sheds, trees and  
23 shrubs and perennials attached to the Property, attached buildings or structures, unless otherwise excluded below:

### 24 25 26 27 PURCHASE PRICE AND TERMS:

28 \$ 650,000.00 Purchase Price: Six Hundred Fifty Thousand (U.S. Dollars)

29 \$ 2,500.00 Earnest Money (credited to Buyer at closing)

30 \$ 647,500.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

31 (check one):

32  All cash at closing (no financing contingency);  
33 Certification of cash funds provided  with offer **OR**  delivered by Buyer within  
34 \_\_\_\_\_ days of the date all parties have signed this Agreement.

35  Additional cash down payment at closing in the minimum amount of:

36  \$ \_\_\_\_\_ **OR**  20 % of the Purchase Price

37 Balance to be financed as indicated below:

38  Conventional  FHA  VA  MBOH  USDA-RD  Seller Financing  Assumption

39  Other:

40  
41 Pre-approval letter from financial institution provided  with offer **OR**  delivered by Buyer  
42 within \_\_\_\_\_ days of the date all parties have signed this Agreement.

43  
44 **CLOSING DATE:** The date of closing shall be (date) 06/06/2022 (the "Closing Date").

45 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date  
46 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the  
47 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement (including  
48 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not  
49 more than 10 days to accommodate delays attributable solely to such third party financing including, but not limited  
50 to, delays attributable to governmental regulations.

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JW

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Buyer's Initials

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Seller's Initials

51 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:  
52  when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR  
53  upon recording of the deed or notice of purchaser's interest, OR  
54

55  
56 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,  
57 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.  
58

59 **EARNEST MONEY:** (check one)

60  Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:  
61  Cash or  Check.  
62 Broker/Salesperson: \_\_\_\_\_  
63 (name printed) (signature acknowledging receipt of earnest money)

64 **OR**

65  
66  Buyer agrees to provide earnest money in the amount as set forth herein within 5 days, by 5:00 p.m. (Mountain  
67 Time), of the date all parties have signed this Agreement.  
68

69 Earnest money may be made by check, cash or wire transfer and shall be held in trust by \_\_\_\_\_  
70 **FATCO**. If Buyer fails to provide earnest money as set forth herein,  
71 Buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.  
72

73 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are  
74 included and shall transfer to the Buyer at Closing:  
75

76  
77  
78 Buyer acknowledges that only the personal property set forth above is to transfer to the Buyer at Closing regardless of  
79 any other advertisements or information to the contrary.  
80

81 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented:  water softener  
82  water conditioner  propane tank  satellite dish,  satellite control  alarm system  other  
83

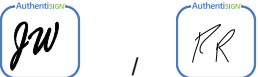
84 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no  
85 representations or warranties concerning the transferability of said items or the assignment of any agreements relating to  
86 the lease/rental of said items.  
87

88 **FINANCING CONDITIONS AND OBLIGATIONS:**

89  
90 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment  
91 and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source  
92 of such funds unless otherwise expressly set forth herein.  
93

94 **LOAN APPLICATION:** If Buyer fails to (i) make written application for financing, provide notice of their intent to a  
95 lender and pay to the lender any required fees, (ii) apply for assumption of an existing loan or contract, or (iii) initiate  
96 any action required for completion of seller financing by 5:00 P.M. (Mountain Time) (date) Completed  
97 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement. This clause  
98 shall not be construed to restrict Buyer's right to review a loan estimate granted by governmental regulations.  
99

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

  
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Buyer's Initials

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Seller's Initials

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



117 **DETECTION DEVICES:** The Property is equipped with the following detection devices:  
118  Smoke detector(s)  
119  Carbon monoxide detector(s)  
120  Other fire detection device(s): \_\_\_\_\_  
121 \_\_\_\_\_  
122

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

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

139 **INSPECTION CONTINGENCY:**  
140  This Agreement is contingent upon Buyer's acceptance of any Property conditions that Buyer deems appropriate,  
141 including but not limited to any inspections or advice listed below. Buyer agrees to acquire, at Buyer's own expense,  
142 independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any  
143 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property,  
144 without the prior written consent of Seller. Seller agrees to provide Buyer and Buyer's agents, inspectors and advisors  
145 reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to indemnify, defend  
146 and hold harmless Seller from any and all claims or damage, including attorney's fees, caused by or incurred during  
147 any inspections of the Property by or on behalf of the Buyer and that arise out of or are related to (i) any loss or  
148 damage to the Property or the contents of the Property caused by any inspection or (ii) any injury to Buyer or Buyer's  
149 inspectors or advisors.  
150

- |                                                                 |                                             |
|-----------------------------------------------------------------|---------------------------------------------|
| 151 Home/Property Inspection                                    | Review and Approval of Protective Covenants |
| 152 Owner's Property Disclosure Statement                       | Easements                                   |
| 153 Roof Inspection                                             | Flood Plain Determination                   |
| 154 Structural/Foundation Inspection                            | Water Sample Test                           |
| 155 Electrical Inspection                                       | Septic or Cesspool Inspection               |
| 156 Plumbing Inspection                                         | Mineral Rights Search                       |
| 157 Heating, ventilation, cooling system – Inspection           | Radon                                       |
| 158 Stove/Fireplace Inspection                                  | Asbestos                                    |
| 159 Pest/Rodent Inspection                                      | Wild Fire Risk                              |
| 160 Well Inspection for Condition of Well and Quantity of Water | Legal Advice                                |
| 161 Accounting Advice                                           | Toxic Waste/Hazardous Material              |
| 162 Survey or Corner Pins located                               | Underground Storage Tanks                   |
| 163 Access to Property                                          | Sanitary Approval/Septic permit             |

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Buyer's Initials

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Seller's Initials

164 Verification of # of code compliant bedrooms  
165 Verification of square footage of improvements  
166 Water Rights  
167 Zoning Determination  
168 Post-Closing Rental Obligations  
169 Inspection/Testing for Methamphetamine  
170

Mold  
Verification of lot size  
Airport Affected Area  
Road Maintenance  
Internet Availability/Speed

171 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before  
172 (Notice Date) 05/20/2022 at 5:00 p.m. (Mountain Time), this inspection contingency shall be of  
173 no further force or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the  
174 Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that  
175 portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects  
176 to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to**  
177 **negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested  
178 remedies.  
179

180 If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of no  
181 further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions noted or if the  
182 Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or before  
183 (Resolution Date) 05/21/2022 at 5:00 p.m. (Mountain Time), the earnest money shall be returned  
184 to the Buyer, and the Agreement then terminated.  
185

186 **FINANCING CONTINGENCY:**

187  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled  
188 "PURCHASE PRICE AND TERMS." If financing cannot be obtained by the Closing Date this Agreement is  
189 terminated and the earnest money will be refunded to the Buyer.  
190

191 **APPRAISAL CONTINGENCY:**

192  Property must appraise for at least  the Purchase Price **OR** at least  \$ \_\_\_\_\_. If the  
193 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money  
194 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised  
195 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within  
196 \_\_\_\_\_ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**  
197  This Agreement is contingent upon the Property appraising for at least  the Purchase Price **OR** at least  
198  \$ \_\_\_\_\_. Release Date: \_\_\_\_\_ at 5:00 p.m. (Mountain Time).  
199

200 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of  
201 the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer may not object to the  
202 standard pre-printed exceptions (general exceptions not unique to the Property).  
203 Release Date: 7 days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt  
204 of the Commitment.  
205

206 Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object  
207 to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written  
208 objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those  
209 objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a  
210 time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to  
211 the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3)  
212 days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement  
213 in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this  
214 Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if  
215 Seller and Buyer are unable to resolve Buyer's objections to the Commitment.  
216

217 Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the Release  
218 Date set forth above and to object to any new title exceptions created or suffered since the effective date of the original  
219 Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the parties shall have  
220 the same rights set forth above and the Closing Date shall be extended by the number of days equal to the number of  
221 days set forth after the Release Date, above, plus thirteen (13).

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Buyer's Initials

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Buy - Sell Agreement Residential, April 2021

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Seller's Initials

222 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to  
223 the Buyer, hazard insurance on the Property. Release Date: 05/19/2022 at 5:00 p.m. (Mountain Time).  
224

225 **LEAD BASED PAINT CONTINGENCY:** For housing built prior to 1978, if Seller is required by applicable law to  
226 provide a Lead Based Paint Disclosure and pamphlet entitled "Protect Your Family from Lead in Your Home" (the  
227 LBP Documents), and if said LBP Documents have been provided to Buyer **after** the full execution of this Agreement  
228 by all parties, Buyer shall have the unconditional right to cancel this Agreement (without risk of loss or other adverse  
229 effects) within three (3) days after electronic or hand delivery of the LBP Documents, or five (5) days after deposit of  
230 the LBP Documents in the mail, by giving written notice of cancellation to Seller or Seller's Broker/Salesperson.  
231

232 This Agreement is contingent upon  
233

234 \_\_\_\_\_  
235 Release Date: \_\_\_\_\_ at 5:00 p.m. (Mountain Time).

236 This Agreement is contingent upon  
237

238 \_\_\_\_\_  
239 Release Date: \_\_\_\_\_ at 5:00 p.m. (Mountain Time).  
240

241 **ADDITIONAL PROVISIONS:**  
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265 **CONVEYANCE:** The Seller shall convey the Property by Warranty deed, free of  
266 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.  
267

268 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be conveyed  
269 at time of closing. Year N/A Make/Model N/A  
270 Serial Number N/A Title Number N/A  
271

272 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of claim,  
273 certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights,  
274 or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except  
275 \_\_\_\_\_.

276 Filing or transfer fees will be paid by  Seller,  Buyer,  split equally between Buyer and Seller.  
277 Documents for transfer will be prepared by Title Company.

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Buyer's Initials

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Seller's Initials

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

283  
284 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana  
285 should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water  
286 bodies. It is the general policy of the State of Montana that natural water bodies and the lands immediately adjacent to  
287 them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized  
288 projects related thereto. Property owners should consult their local soil conservation board, a land use professional, or  
289 other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals,  
290 before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

291  
292 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under  
293 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all  
294 of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc., lying below the surface of property. These  
295 mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these  
296 mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights  
297 have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface  
298 rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even  
299 though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the  
300 brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any  
301 representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms,  
302 brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of  
303 the mineral rights to and for the Property.

304  
305 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by  Seller  Buyer  
306  Equally Shared.


307  
308 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer  
309 with an ALTA Standard Coverage Owner's Title Insurance Policy (as evidenced by a standard form American Land Title  
310 Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's  
311 title insurance coverage in the form of "Extended Coverage," "Enhanced Coverage" for an additional cost to the Buyer. It  
312 is recommended that Buyer obtain details from a title company.

313  
314 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to closing  
315 unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other  
316 adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary  
317 title commitment approved by the Buyer.

318  
319 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein, that  
320 the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or delivered  
321 within 5 days (3 business days if blank) of receipt, or the date all parties have signed this Agreement, whichever  
322 occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so  
323 paid are consideration for services rendered.

324  
325 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031  
326 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the  
327 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to  
328 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or  
329 any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the  
330 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section  
331 below.

332  
333 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement  
334 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,  
335 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been  
336 approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

  
\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Seller's Initials

337 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District  
338 and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges,  
339 heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,  
340 as of the date of closing unless otherwise agreed.

341  
342 **HEATING FUEL/PROPANE PRORATION:** Seller and Buyer agree to prorate the heating fuel/propane at the current  
343 market price as provided by a heating fuel/propane company within 7 days of closing, OR at the price charged for the last  
344 refill per a receipt to be provided by the Seller prior to closing, whichever is LESS. If the heating fuel/propane tank is  
345 rented, proration will be based on the most current rental fee charged or owing at the time of closing.

346  
347 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear  
348 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller  
349 agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through inspection of said Property  
350 prior to closing to make sure that all appurtenances and appliances included in the sale remain on the Property.

351  
352 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties  
353 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to  
354 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an  
355 owner of property, contact either your local county extension agent or Weed Control Board.


356  
357 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated,  
358 certain individuals are required to register their address with the local law enforcement agencies as part of Montana's  
359 Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information  
360 concerning registered offenders available to the public. If you desire further information please contact the local County  
361 Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the  
362 area.

363  
364 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act,  
365 Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE  
366 GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH  
367 RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL  
368 GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON  
369 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property  
370 has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this  
371 Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation  
372 treatment concurrent with an executed copy of this Agreement.

373  
374 **NEWLY CONSTRUCTED RESIDENCE:** See "Newly Constructed Residence Addendum and Disclosure."

375  
376 **BUYER'S REMEDIES:**  
377 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the  
378 BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.  
379 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction  
380 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:  
381 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such  
382 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;  
383 **OR** (2) Demand that Seller specifically perform Seller's obligation under this Agreement;  
384 **OR** (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

385  
386 **SELLER'S REMEDIES:**  
387 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction  
388 anticipated by this Agreement within the time period provided in this Agreement, the Seller may:  
389 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller  
390 under this Agreement shall be terminated;  
391 **OR** (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;  
392 **OR** (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

  
Buyer's Initials

\_\_\_\_\_/\_\_\_\_\_  
Seller's Initials

393 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this  
394 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally  
395 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,  
396 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.  
397

398 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax upon  
399 the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales  
400 price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence. If the Seller is a foreign entity  
401 or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the  
402 applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer  
403 of the Property satisfies an exception provided for in Section 1445 of the Internal Revenue Code.  
404

405 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by  
406 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this  
407 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this  
408 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents  
409 concerning this Property or underlying obligations pertaining thereto.  
410

411 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys  
412 and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails  
413 may look legitimate, but they are not. Buyer and Seller are advised NOT to wire any funds without personally speaking  
414 with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should  
415 NOT send personal information such as social security numbers, bank account numbers and credit card numbers through  
416 email.  
417

418 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is assumed  
419 by Seller through the time of closing unless otherwise specified.  
420

421 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.  
422

423 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of  
424 each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express  
425 written consent.  
426

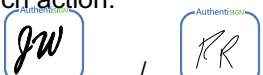
427 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the  
428 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine  
429 just.  
430

431 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction  
432 anticipated by this Agreement is an integral part of this Agreement.  
433

434 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all  
435 counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature  
436 transmitted by fax or other electronic means will be enforceable against any party, who executes the Agreement and  
437 transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated  
438 by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction  
439 Act.  
440

441 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed  
442 by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral  
443 agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.  
444

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

  
\_\_\_\_\_  
Buyer's Initials

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Seller's Initials





