

Purchase and Sale Agreement

(Residential)

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.

Dated _____ Brokerage Names _____ AK MLS ID # _____ Brokerage Ph _____
Listing Brokerage: __
Selling Brokerage: _____

Licensee Names	License #	Direct Ph	Fax Ph	Cell Ph	Home Ph
Listing 1:					
Listing 2: Selling 1: Selling 2:					

Licensee Relationships:

The Seller and Buyer acknowledge the following:

Listing Licensee(s) D is representing the Seller only (may assist the Buyer); or D is assisting both the Buyer and Seller as a Neutral Licensee; or D is assisting the Seller without representation under separate written agreement.

Selling Licensee(s) D is representing the Buyer only (may assist the Seller); or D is assisting both the Buyer and Seller as a Neutral Licensee; or D is representing the Seller only (may assist the Buyer); or D is assisting the Buyer without representation under separate written agreement.

1) Buyer(s), _____, hereby deposit(s) earnest money of (\$ _____) Dollars

evidenced by: D Cash D Personal Check D Cashier's Check D Note, Due on _____, (date) D Or

D Listing Broker D Selling Broker D Other

as earnest money on and part payment for the purchase of real property and improvements situated in _____ (zip), in the _____

Recording District, State of Alaska, described as: _____ (Address)

_____. (Legal) (the Property).

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12 2) Purchase Price:

13 _____ 00/100 (\$ _____) Dollars

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15 Minimum Down Payment (including earnest money shown above)..... \$ or %

16

3) Terms:

Buyer D does D does not intend to occupy Property as Buyer's primary residence.

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Property Type (check one): D Single Family D Condominium D PUD D Duplex D Triplex D Fourplex

D Other

Check one below:

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a) D All Cash Offer:

No loan is needed to purchase the Property; Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than _____ (date) _____ (time). Seller shall have two (2) business days after receipt of documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds verification of funds unacceptable, Seller may terminate this Purchase Agreement. Failure of Seller to provide Buyer written notice of objection shall be considered acceptance of verification of funds.

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b) D New Financing: Closing is contingent upon Buyer obtaining financing as follows:

Check the appropriate block(s) below:

D Conventional

DFHA—(Attach Required Addendums)

DVA—(Attach Required Addendums)

D Alaska Housing Finance Corporation under the following program

D Other

New Financing (continued):

- i) On or before _____, (date) Buyer agrees to make a good faith loan application with (Lender).
- ii) If Buyer does not reveal a fact or contingency to the Lender and this purchase does not close because of that nondisclosure after initial application, the Buyer shall be in default.
- iii) On or before _____, (date) the Buyer will provide the Seller a letter from the Lender verifying the following items:
 - (1) a satisfactory credit report,
 - (2) acceptable income,
 - (3) source of down payment,
 - (4) availability of funds to close, and
 - (5) that loan approval is or is not contingent on the lease, sale or closing of any property.
- iv) In the event Buyer fails to provide Seller with above-mentioned letter by the date, this Purchase Agreement shall automatically terminate.
- v) Buyer must obtain Seller's approval in writing, of any change in Lender, type of financing or allocation of closing costs.
- vi) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the Lender for processing of loan application. Brokers and Licensees have made no representations as to availability of any loans or interest rates. Buyer agrees that the interest rate offered by Lender is not a contingency of this Purchase Agreement, so long as Buyer qualifies for the financing herein agreed.
- vii) Buyer to obtain loan commitment from Lender not later than _____, (date).
- viii) If Buyer is unable to obtain loan commitment from Lender by such date, through no fault of Buyer, Buyer to provide written notice to Seller and this Purchase Agreement shall terminate automatically.
- ix) If Buyer fails to provide notice of inability to obtain loan commitment by such date and does not close, through no fault of the Seller, Buyer shall be in default.

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c) D Seller Financing:

- i) \$__ payable at \$_____, or more, per month including__ % interest per annum for _____ years.
- ii) The parties are encouraged to negotiate the important terms of seller financing now, and to include such terms in Paragraph 22, or in a separate addendum. Important terms may include form of financing documents (contract, note and trust deed or mortgage), due on sale clause, if any, prepayment option or penalty, if any, remedies upon default, etc.
- iii) Buyer shall provide Seller with documentation, as required by Seller, verifying Buyer's ability to purchase according to the price, terms and conditions of the Purchase Agreement by _____, (date).
- iv) Seller Financing is contingent upon the Seller's approval of the documentation from Paragraph 3c(iii) on or before _____, (date). In the event Buyer fails to obtain Seller's approval, this Purchase Agreement shall automatically terminate.

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4) Costs:

If applicable, the costs shall be paid by Buyer (B) or Seller (S) as indicated below. Costs payable by both Buyer and Seller to be shared equally. **Buyer to pay for any fees due to requirements of the lender not covered below.**

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ITEM		B	S	ITEM	B	S	ITEM	B	S	ITEM	B	S
Lender Originati on Fee				Credit Report			Owner Title Insuran ce			Smoke Detector s		
Commit ment Fee				Reserves			ALTA Title Insuran ce			CO Detector s		
Discount Points				Prepaid Interest			Recordi ng Fee			As-Built Survey / Recert.		
MIP/ PMI(defa ult insuranc e)							Escrow Closing Fee					
VA Funding Fee				Sales Tax						Annual Escrow Fee		
												Tests for Health Authority Approval:

Rural Dev. Loan Fee			Resale Certificate / Public Offer Statement			Bank Set-Up Fee			Well Flow (Quantity)		
Lender Doc. Prep Fee						Assume/Transfer Fee			Basic Water Quality		
			HOA Transfer Fees			Assessments Levied			PIWA Water		
Flood Certification			HOA Assessments			Assessments Pending			Septic Inspection		
Tax Registration			HOA Questionnaire			Attorney Doc Prep Fee			DEC/MOA Approval Fees		
Home Warranty			Appraisal			Brokerage Fee					

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5) Funds At Closing:

Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the following form: cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).

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6) Recording/Possession:

- a) This sale shall be recorded on _____, (date) or earlier by mutual agreement. Prior to recording, Buyer and Seller agree to sign all reasonably necessary closing documents and to perform the reasonable conditions required by the Closing Agent and Buyer's Lender.
- b) Seller shall deliver **possession** of the Property to the Buyer **upon confirmation of recording** or D under attached occupancy agreement or D other _____.
- c) Unless otherwise agreed in writing, Seller shall remove all debris, personal property not sold to Buyer, and leave the Property in clean condition. Seller shall provide keys and/or means to operate all locks, including but not limited to: mailboxes, security systems, alarms, garage door openers and any portable control devices for accessing the Property upon confirmation of recording.
- d) Tenant occupied Property: Seller to provide rental/lease agreement within three (3) days of acceptance of offer. Offer subject to Buyer's approval of rental/lease agreements within the time set forth in Paragraph 11i below. Seller and Buyer shall comply with the regulations contained in the Alaska Landlord/Tenant Act. All refundable deposits shall be transferred to the Buyer at closing.
- e) If Property is a unit in a condominium or other common interest community, Buyer may be required to pay a deposit to the homeowners' association (HOA) to obtain access to HOA facilities.

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7) Prorations:

Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.

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8) Title/Survey:

- a) The Seller shall convey title by statutory warranty deed or _____.
- b) Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and copies of the exceptions it discloses showing the condition of title to the Property. Upon execution of this Purchase Agreement by all parties, Seller will, at Seller's sole expense, promptly order the report and exceptions from _____ (Title Company) and furnish them to Buyer. Upon receipt of the report and exceptions, Buyer shall have _____ business days (five (5) if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object, in writing, to any matters disclosed in the report shall constitute acceptance of the report. If, within _____ business days (five (5) if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified

in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the closing date this transaction shall automatically terminate. After closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

c) Survey, as-built survey, or recertification of survey shall be dated on or after _____, (date) or D as required by Lender.

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9) Documents Required By Law:

a) **Lead-Based Paint Warning:** Unless exempt, if the improvements on the Property include one or more residential dwelling(s) constructed prior to January 1, 1978, the Buyer shall not be obligated under the terms of this Purchase Agreement unless a completed Lead-Based Paint Disclosure form is signed by Seller and the Seller's real estate licensee(s), which must occur before the parties sign this Purchase Agreement. (See EPA pamphlet Protect Your Family From Lead in Your Home for more information.) If applicable, Buyer acknowledges receipt of the lead-based paint disclosure signed by the Seller prior to signing this offer.

b) Buyer D has D has not received a copy of the **State of Alaska Residential Real Property Transfer Disclosure Statement**.

c) Buyer D has D has not received a copy of the **Alaska Real Estate Commission Consumer Pamphlet**.

d) In the event a **Resale Certificate** or a **Public Offering Statement** is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins at the date and time that the Buyer acknowledges in writing the receipt of these documents.

10) Square Footage:

Buyer understands that measurements for square footage and/or dimensions may vary. It is the Buyer's responsibility to verify square footage (within the time set forth in Paragraph 11c below) and not rely on information received from Seller, Brokers and Licensees, appraisers or governmental agencies.

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11) Physical Inspection of Property/Property Condition:

a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.

b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted below and Buyer and Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no representations regarding the Property, including whether the residence or other improvements meet current building codes, safety or other requirements.

c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to further inspect and investigate the subject Property on or before _____, (date) _____ a.m. p.m. (time).

d) Buyer is advised to hire a qualified, licensed, adequately insured inspector upon terms satisfactory to Buyer, which may include some of the provisions in Paragraph 11f below.

e) Seller to approve Buyer's selection of a qualified professional(s) prior to any inspection or action. Such approval will not be unreasonably withheld. Buyer requests approval of the following inspector(s):

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_____ ,

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_____ ,

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_____ ,

f) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers and Licensees harmless from all liability or property damage including any liens, claims, damages or costs or personal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision shall survive the termination of this Purchase Agreement.

g) Buyer's inspection may include, but is not limited to: square footage, rental/lease agreements, school boundaries, zoning, avalanche hazards, sex offenders, pests, structural, plumbing, sewer/septic system, well (quantity/quality), heating, appliances, insulation, electrical, roof, soils, drainage, foundation, mechanical systems, code compliances or possible environmental hazards such as asbestos, mold, urea-formaldehyde, radon gas, waste disposal sites, underground tanks, water contamination and/or other substances/products, etc.

h) Buyer shall furnish to Seller copies of all reports obtained by Buyer concerning the subject Property at no cost to Seller. Buyer and Seller understand that any written reports generated as a result of any inspection(s) and investigation(s) of this Property become a material amendment to the State of Alaska Residential Real Property Transfer Disclosure Statement. Upon the receipt by Buyer of any such new property disclosure, Buyer has seventy-two (72) hours, or as otherwise allowed under AS Sec 34.70.020, to terminate this Purchase Agreement.

i) Buyer's request for repairs/remedies shall be in writing, supported by written reports, and delivered to Seller or Seller's representative not later than _____, (date) _____ a.m. _____ p.m. (time).

j) If Seller and Buyer have not reached an agreement regarding Buyer's request for repairs/remedies, by _____, (date) _____ a.m. _____ p.m. (time) this Purchase Agreement may be terminated at the

election of the Buyer within _____ days (three, if not marked) after the date and time above.

k) If Seller's corrections are subject to re-inspection and approval prior to the closing date, by the same or a qualified inspector approved under section "e" above, Buyer shall pay for first re-inspection. Thereafter, Seller to pay for all additional re-inspection fees.

l) If Buyer fails to have the Property inspected or fails to provide Seller with a written request for repairs/remedies, in accordance with this Purchase Agreement, Buyer accepts the Property in its present condition and as described in the Residential Real Property Transfer Disclosure Statement.

m) Except as otherwise specifically stated in this Purchase Agreement or the Residential Real Property Transfer Disclosure Statement, Buyer's closing of this transaction shall constitute Buyer's acceptance of the Property AS IS, WHERE IS, at closing, with all defects, latent or otherwise. Neither Seller, Broker nor any Licensee shall be bound by any representation or warranty of any kind relating in any way to the Property, its condition, quality or quantity, except as specifically set forth in this Purchase Agreement or the Residential Real Property Disclosure Statement, which contains representations of the Seller only, and which is based upon the best of Seller's personal knowledge.

n) In the event the improvements on the Property are destroyed or materially damaged prior to recording, then, at the Buyer's option, this Purchase and Sale Agreement shall terminate upon Buyer's written notice to Seller.

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12) Appraisal:

a) D Buyer D Seller agrees to advance funds for the appraisal fee to Lender by _____, (date) and authorizes the Lender to order by _____, (date).

b) In the event the appraisal generates Lender-required repairs, repairs to be negotiated between Seller and Buyer.

c) If Seller and Buyer have not reached an agreement regarding Lender-required repairs, within _____ days of Seller's receipt of the appraisal, this Purchase Agreement shall automatically terminate.

d) If repairs/remedies are subject to re-inspection and approval prior to the closing date, Buyer shall pay for first re-inspection. Thereafter, Seller to pay for all additional re-inspection fees.

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13) Termination:

In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.

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14) Time of the Essence and Remedies:

Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

a) **If Buyer is in Default:** Except as provided in Paragraphs 3, 12c, 11h and 11j, 16 and 17, Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1 above. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

b) **If Seller is in Default:** Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

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15) Earnest Money Dispute:

Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly, or

b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of attorneys' fees and costs.

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16) Mediation:

If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, or Broker(s) and/or their representative(s), and is not resolved prior to or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation.

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17) Costs and Expenses:

In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

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18) Broker:

It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or omissions of Buyer or Seller.

a) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS) and are authorized to report details of the sale to AK MLS.

b) Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, home inspector, surveyor and any other related party to this sale to furnish and provide, on request or closing, any and all information and copies of documents related to this sale to both the Listing and Selling Brokers and their Licensees.

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19) Acceptance/Notice of Acceptance/Delivery:

This offer may be accepted by being signed by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed agreement is delivered to the other party by any one of the following methods:

a) Actual delivery to the other party or the other party's licensee;

b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives electronic confirmation that the email was received by the intended recipient; or

c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

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This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same documents.

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Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of the original.

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20) Foreign Investment in Real Property Tax Act:

The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.

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21) Attachments:

The following attachments are hereby made part of this Purchase Agreement:

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22) Additional Terms and Conditions:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

23) Entire Agreement:

This Purchase Agreement, the Residential Real Property Transfer Disclosure Statement, and any attached addenda constitute the whole agreement between the parties. No warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth. This document may not be modified except in writing and signed by the Parties.

a) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated. Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding contract.

b) **Buyer agrees that closing of the sale will constitute an acknowledgment that the premises and its systems are acceptable at the time the sale is closed.**

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In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed ac-

14 **ceptance prior to _____, (date)_____ a.m. _____ p.m. (time), this offer shall terminate.**

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This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give legal, tax or financial advice.

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

Buyer Signature(s)

E-mail Address

Office Ph(s) Home Ph(s)

Cell Ph(s) Fax Ph(s)

1:

2:

3:

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21 Print name(s) to be on documents

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23 Mail Address

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25 Physical Address

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27 Name of Selling Broker's Office

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29 Licensee Signature _____ Licensee Signature

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Brokerage Fee:

A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at closing a brokerage fee in cash as stated in the Personal Services Agreement. (i.e. Listing Agreement, Buyer's Agreement)

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2 Seller Response: (sign only one!)

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- **Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Property described on the terms and conditions herein stated. Seller understands this is a legally binding contract.**

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Seller Signature(s)

1:

Date _____ Time:

a.m. _____ p.m.

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- **Seller makes the attached Counter Offer**

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Seller Signature(s)

1:

Date _____ Time:

a.m. _____ p.m.

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• **Seller hereby rejects the foregoing offer and declines to make a Counter Offer**

Seller Signature(s)

1:

Date _____ Time:

a.m. _____ p.m.

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Print name(s)

Mail Address

Physical Address

Phone

E-Mail

Name of Listing Broker's Office

26 Licensee Signature _____ Licensee Signature

1
2 **Property Address:**
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(Real Estate Brokerage for Buyer)

(Real Estate Brokerage for Seller)

Earnest Money Deposits and Refunds:

Earnest money must be deposited into the Real Estate Brokerage trust account in a timely manner per Alaska Statute 12 ACC 64.200. Alaska Statutes and Regulations also require real estate brokerages to ensure the bank has cleared an earnest money deposit before funds can be released. If an offer is not accepted, there may be up to a fourteen (14) business day delay in refunding the earnest money. In the event a purchase agreement is consummated and fails to close, a termination agreement signed by both Buyer and Seller agreeing to the disposition of the earnest money will be required to be executed before the Real Estate Brokerage can disburse any funds. Should mediation, arbitration, or interpleader be necessary to determine the appropriate party receiving the earnest money, an additional delay could result prior to disbursement.

Land Use:

Y Buyer is advised to research land use, building regulations, and zoning affecting the Property. Links to Alaska boroughs, municipalities, and cities can be accessed at:

www.alaskarealestate.com/Consumer/CommunityInfo.asp

Y Title 21 Zoning Regulation Disclosure – Municipality of Anchorage: The Municipality of Anchorage is writing a new land use code. It is possible that the zoning map and/or use regulations for a property that you are considering purchasing could change. You may further research this process and possible changes to the property by contacting the Municipality of Anchorage Planning and Zoning Department at 907-343-7921, or online at www.muni.org.

Y Title 17 Code Compliance Notice – Matanuska-Susitna Borough (MSB): If you are purchasing property in the MSB, please be advised that there are land use and building regulations in the Borough. You should be aware of these regulations and how they may affect any improvements or additions to the property that you purchase. In some cases permits are required. Borough staff is available to assist you in determining whether any Borough regulations apply to your activity and help you to comply with those laws. Contact MSB Code Compliance Section, 350 East Dahila Ave., Palmer, AK 99645, 907-745-4801.

Y The Mat-Su Borough is presently writing a land use code of regulations and developing zoning and zoning districts. During this process, it is possible that the zoning map and/or use regulations for a property that you are considering purchasing could change or zoning restrictions/regulations be implemented. You may further research this process and possible restrictions to the prospective property by contacting the Mat-Su Borough at 907-745-9874 or online at www.matsugov.us.

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Insurance Notification:

Your lender will require evidence of property owner's insurance on your property of purchase prior to closing on your loan. To avoid delays in closing, you should begin shopping for owner's insurance as soon as you have a fully agreed purchase contract and have your insurance agent provide your lender with evidence of said insurance as soon as possible.

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Carbon Monoxide Detectors:

Carbon Monoxide (CO) is a colorless, odorless, and potentially fatal gas produced by the burning of fossil fuel. You are advised to use CO detectors in your property and have heating systems inspected and serviced regularly. Alaska

49 Statute AS 18.070.095(a).

Mold:

Buyer is herewith advised that mold may exist in any property. The Real Estate Brokerage and its licensees are NOT qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. Buyer acknowledges and agrees to accept full responsibility to investigate and to hold harmless, release and indemnify the Real Estate Brokerage, its Broker and Licensees from any mold related liability, recourse, or damages, financial or otherwise. This disclosure is to put Buyers on notice to conduct their own investigation regarding this matter using appropriate, qualified experts.

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Square Footage Disclosure:

Measurement is for the purpose of marketing. It may not be exact and is not for loan, valuation or other purpose. Although sq. ft. information is normally from sources deemed reliable, Buyer is advised to measure independently to verify this information. Any measurement or investigation should be completed during the time allowed under the Property Inspection portion of the Purchase and Sale Agreement or any addendum/amendment attached thereto.

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Home Warranty Protection:

Home warranty protection plans (HWPP) are available to buyers and/or sellers for residential properties including multi family units. The HWPP does not replace the need for an independent home inspection. The Real Estate Brokerage does not provide any product or service in connection with the HWPP. The Real Estate Brokerage receives a fee for the processing of the HWPP plan paperwork. **In the event you choose not to purchase an available HWPP, this notice shall serve as a waiver of your right to purchase the plan.**

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Affiliated Business Relationship:**(The Real Estate Brokerage for the Buyer)**

The Real Estate Brokerage and the following named company have an affiliated business relationship. You are not required to use the services of the aforementioned company(s) in the purchase of property. If you choose to utilize the aforementioned company(s), you should sign an affiliated business arrangement disclosure.

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(The Real Estate Brokerage for the Seller)

The Real Estate Brokerage and the following named company have an affiliated business relationship. You are not required to use the services of the aforementioned company(s) in the purchase of property. If you choose to utilize the aforementioned company(s), you should sign an affiliated business arrangement disclosure.

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Miscellaneous Disclosures:

- The Property may be subject to restrictions contained on a Plat of the Property or in covenants, conditions, and restrictions or other documents noted in the preliminary title report.
- Mineral rights may not pass with title to the Property.
- All property is subject to erosion.
- Neither Seller nor Seller's licensee makes any representation as to the location of the lot corners or boundary lines. Buyer accepts sole responsibility for identifying and locating the corners and boundary lines of the lot.
- School attendance boundaries are subject to change entirely at the discretion of the applicable School District and its Board. Seller and Seller's licensee make no warranty regarding the actual attendance boundaries. Buyer is responsible to verify all attendance boundaries and schools.
- Buyer is responsible for researching whether the property is in a 'fire service' area.
- Broker(s) and Licensee(s) make no representations or warranties of any kind regarding the Property, and assume no duty to investigate or verify any disclosures made by Seller.
- The State of Alaska maintains a list of properties that have been identified as illegal drug manufacturing sites by Alaska law enforcement agencies. For more information on this subject and to obtain a list of these properties, go to www.dec.state.ak.us/spar/perp/methlab. As a buyer, it is your responsibility to independently investigate and verify for yourself the acceptability of a property with respect to this issue.

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Additional Disclosures:

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20 Dated:

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22 Buyer 1:

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24 Buyer 2:

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26 Buyer 3:

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28 Selling Licensee(s)

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32 Selling Brokerage

Dated:

Seller

1:___ Seller

2:_____ Seller 3:

Listing Licensee(s)

Listing Brokerage

Addendum to Contract

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Regarding Property Described as:

Earnest Money Conversion Clauses

The Unit you are purchasing from _____, is a conversion condominium unit. As a result, under Alaska law, _____, may have to offer the Unit to the tenant occupying it on the same terms contained in this Earnest Money Agreement. If _____, offers the Unit to the tenant and the tenant agrees to buy your Unit, you agree that _____, may:

Delay the closing date for your Unit, and if the tenant fails to complete the purchase, sell the Unit to you; or

Provide a substantially similar Unit at _____ to you for purchase, in which case you will purchase the substantially similar Unit under the terms of this Earnest Money Agreement; or

Cancel this Earnest Money Agreement and return any deposits you have made towards the purchase of the Unit.

If you are renting the unit but you were not renting the Unit at the time that Condominium's, Inc., gave notice of its intent to convert _____ to condominiums, then your rental terms are set forth in your rental agreement. In that case, if for any reason you fail to complete your purchase, _____, can end your rental in accordance with the terms of that agreement.

Buyer's Initial _____/

Signage:

The Seller reserves the right to post signs, banners & displays in and on the units or common elements to promote sales of units, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Unit Owners.

Buyer's Initial _____/

THIS DOCUMENT SUPERCEDES ALL PRIOR AGREEMENTS OR NEGOTIATIONS AND PREVAILS OVER ANY CONTRARY PROVISIONS CONTAINED IN ANY ATTACHED DOCUMENTS, INCLUDING THE NEW CONSTRUCTION PURCHASE AND SALE AGREEMENT AND/OR COUNTER OFFER.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase and Sale Agreement

Dated_

Dated_

Seller—Condo's Inc.

Buyer

Buyer

Bill of Sale¹

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.

condo-----for and inconsideration of the sum of

2 _____ \$

shall convey to

3 _____, the following personal property located at:

4 Lauren Creek Loop # _____,

5
State of Alaska.

6 Refrigerator

7 Dishwasher

Microwave

Swing Set

10 Water Softener

Oven/Range

Washer

Dryer

Pool Table

Generator

Central Vac Attachments

Window Coverings

Trash Compactor Hot Tub
Workbench/S helving

11 Satellite Dish

Greenhouse Dog Kennel/Run

Garage Door Opener Remotes _____ Wall/Ceiling Speakers _____ Storage shed

Chandelier

- Other__

14

15

Other_____

16

The Seller herein warrants that said property is free from all liens and encumbrances. If the Purchase and Sale Agreement dated _____ does not record; this Bill of Sale shall become null and void.

19

20 THE ABOVE DESCRIBED ITEM(S) SHALL BE CONVEYED IN "AS-IS" CONDITION AND NO
21 WARRANTIES ARE MADE AS TO THE CONDITION OF THE PERSONAL PROPERTY.

22

23 All fixtures including, but not limited to, lighting (including chandelier/dining room fixtures), blinds and
24 drapes shall remain with the subject property.

25

26 SELLER TO LIST THE ITEMS, APPEARING TO BE AFFIXED TO THE PROPERTY, THAT ARE NOT
27 INCLUDED WITH THE SALE:

28

29

30

31

32

Dated:_____

Buyer 1:_____

Buyer 2:

36 Buyer 3:_____

Dated:

Seller 1:

Seller 2:

Seller 3:

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Addendum to Purchase and Sale Agreement
Regarding Presale Requirements

Condos Inc. must have at least fifty-one percent (51%) of the units in each phase of Lauren Creek Condominiums under contract for sale to owner-occupiers before state and federal agencies (such as HUD/FHA or AHFC) will insure certain mortgages on units. If these requirements have not been met by closing/recording date called for under this Agreement, the Buyer may occupy and pay rent if the unit is available or Condos Inc. may refund the Earnest Money to Buyer and terminate this Agreement, in which case Condos Inc. will be under no

obligation to sell the property to Buyer. Return of earnest money shall be Buyer's only remedy in the event that Condos Inc. elects this option.

THIS DOCUMENT SUPERCEDES ALL PRIOR AGREEMENTS OR NEGOTIATIONS AND PREVAILS OVER ANY CONTRARY PROVISIONS CONTAINED IN ANY ATTACHED DOCUMENTS, INCLUDING THE EARNEST MONEY RECEIPT AND AGREEMENT TO PURCHASE.

Dated

Dated

Seller

Buyer

Buyer

Seller's Initials: _____/

Buyer's Initials: _____/

Page ____ of

Affiliated Business Disclosure Statement (Disclosure of Conflict of Interest)

Patricia Baker is the owner of Security Title Agency of Alaska, Inc. and a part owner of Summit Mortgage, LLC. Patricia Baker is also the owner of Northern Trust Real Estate, Inc. Due to this relationship, Patricia Baker may receive a direct or indirect financial or other benefit. You are not required to use Security Title Agency of Alaska, Inc. or Summit Mortgage, LLC as a condition for purchase of the property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/We have read this Affiliated Business Disclosure Statement and understand that one or more of the above-named persons or companies has or may have referred me to Security Title Agency of Alaska, Inc. or Summit Mortgage, LLC for the above-described services and may receive a direct or indirect financial or other benefit as a result.

Buyer Signature Date Seller Signature Date

Buyer Signature Date Seller Signature Date

Revised 4/11/2008

Disclosure of Conflict of Interest

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.

IVILS

- 1 The following conflicts of interest are hereby being disclosed in relation to the sale/lease of the property commonly
- 2 known as:
- 3
- 4 Address: _____
- 5 Legal (the Property): _____
- 6
- 7 Licensee(s): _____ of
- 8 Real Estate Brokerage: _____
- 9
- 10 Check any that may apply:
- 11
- 12 The Buyer/Lessee is a real estate licensee in the state of Alaska.
- 13
- 14 The Seller/Lessor is a real estate licensee in the state of Alaska.
- 15
- 16 The Buyer/Lessee is related to the real estate licensee in this transaction.
- 17
- 18 The Seller/Lessor is related to the real estate licensee in this transaction.
- 19
- 20 The Buyer/Lessee has a business relationship with the real estate licensee in this transaction.
- 21

22 0A contractor performing work on the Property is related to the real estate licensee in this transaction.
23
24 0A contractor performing work on the Property is the real estate licensee in this transaction.
25
26 0The Seller/Lessor is offering a bonus to the Selling/Leasing Broker.
27
28)(Other condominiums Inc. is 50% owned by Lee Baker, Jr. who is related to the Listing
29 Licensee.

30
31)
32
33
34

35
36
37

38
39
40

41 Dated: _____ Dated: _____

42 Buyer1: _____

43 Buyer2: _____

44 Buyer 3: _____

Seller 1: _____
Seller 2: _____
Seller 3: _____

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ALASKA REAL ESTATE COMMISSION CONSUMER PAMPHLET

About This Pamphlet:

*In Alaska, a Real Estate Licensee is **required by law** to provide this pamphlet outlining the duties of a real estate licensee. After you have read the information contained in this pamphlet, please acknowledge receipt by signing page 2 and return it to the real estate licensee who provided it to you. Your cooperation is appreciated.*

There are four different types of relationships established by Alaska Real Estate Law:

- Specific Assistance -Licensee owes "Duties owed by a Licensee in all Relationships" as described in this pamphlet.
- Representation -Licensee owes "Duties Owed by a Licensee when Representing a Party" as described in this pamphlet.
- Designated Licensee -This occurs when a Licensee represents or provides specific assistance to a party to a transaction and another Licensee within the same company represents or provides specific assistance to the other party in the same transaction_
- Neutral Licensee- This occurs when a Licensee does not represent either party but provides specific assistance to both parties in the same transaction. The parties must authorize the Neutral Licensee relationship by signing the "Waiver of Right to be Represented" form.

Duties owed by a Licensee in all Relationships:

Exercise reasonable skill and care;
Deal honestly and fairly;
Present all written communications in a timely manner;
Disclose all material information regarding the physical condition of a property;
Account for all money and property received.

Duties owed by a Licensee when Representing a Party:

Duties owed by Licensee in all relationships listed above;
Not knowingly do anything that is adverse or detrimental to your interests;
Disclose all conflicts of interests to you in a timely manner;
If a matter is outside their area of expertise, advise you to seek expert advice;
Not disclose confidential information, even after the relationship ends, from or about you without written permission, except under a subpoena or court order;
Make a good faith and continuous effort to accomplish your real estate goals. However, once you have entered into a specific real estate transaction agreement, their efforts refocus onto successful completion.

Your Real Estate Licensee may also work with a variety of other clients (they represent) and customers (they provide specific assistance to) in different working relationships. In those situations, representing or providing specific assistance to other sellers, buyers, lessors, and lessees does not create a conflict of interest while working with you, or within the duties mentioned above.

Occasionally, as a Seller or Lessor, a situation may arise that your Real Estate Licensee also is representing another client (Buyer or Lessee) who then becomes interested in your property or vice versa.

Prior to showing the property, the Real Estate Licensee must obtain a written approval to be a Neutral Licensee for both parties. A Licensee may not show property as a neutral licensee without obtaining your written consent entitled "Waiver of Right to Be Represented" and will restate the duties outlined above and additional ones owed by your Real Estate Licensee. Alaska real estate law allows, but does not require, you to **Preauthorize** a Licensee to be a "Neutral Licensee." Having a different designated Licensee working for a seller or lessor and for the buyer or lessee in the same real estate transaction does not create dual agency or a conflict of interest for the real estate broker or for a Licensee employed by the same real estate broker.

Duties NOT owed by a Real Estate Licensee

Unless agreed in writing otherwise, the following are the duties your Real Estate Licensee does not owe to you:

To conduct an independent investigation of a property
To conduct an independent investigation of anyone's finances
To independently verify the reliability of the accuracy or completeness made by a party to a real estate transaction
To show or search for properties without compensation.

THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT.

The Licensee anticipates compensation to be paid by $c=J$ buyer/lessee, $r=I$ seller/lessor, or $c=J$ both to the real estate brokers in the real estate transaction.

I understand and acknowledge receiving and reading this pamphlet on the type of relationships I may have with the real estate Licensee (including the broker).

I understand and acknowledge that
(Licensee) of

----- (company) will be working with me under the following relationship:

- D** Specific Assistance without Representation
- D** Representing the Seller/Lessor only (may assist Buyer/Lessee)
- D** Representing the Buyer/Lessee only (may assist Seller/Lessor)
- D** Under preauthorized Neutral Licensee (attached "Waiver of Right to Be Represented")

Date: _____ Time: _____

Date:_____ Time:

Date:_____ Time:

Real Estate Licensee

Date:_____ Time:

Real Estate Company

BUYER STATEMENT

The BUYER(S), _____ is/
are

requesting the following licensee, _____ at Northern Trust Real Estate to write an offer on the following property: _____.

The BUYER(S) has/have stated to the licensee that they:

Are not working with another licensee at this time in reference to the above property.

Have not signed a buyers contract or buyers representation agreement to work exclusively with a licensee to locate property on their behalf.

The BUYER(S) understand(s) that they assume all liability in the event that they have signed an agreement to work with another licensee.

Date

Date

Buyer

Buyer

FHA/VA COMBINED ADDENDUMS AMENDATORY CLAUSE

In reference to Purchase and Sale Agreement between the Purchaser(s), _____ and the Seller(s), dated _____, covering the real property commonly known as,

the undersigned Purchaser and Seller hereby agree to the following:

AMENDATORY CLAUSE

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of the earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$_____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable. The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase and Sales Agreement.

REAL ESTATE CERTIFICATION for FHA Loans

I/We the undersigned PURCHASER(S), SELLER(S), and BROKER(S) involved in this transaction, each certify that the terms of the purchase contract are true to the best of my/our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to the sales contract. All parties agree to provide a copy of any future modification of the sales contract.

ADDENDUM TO PURCHASE AGREEMENT for VA

In reference to the Purchase and Sale Agreement the undersigned Purchaser and Seller hereby agree to the following:

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise, or be obligated to complete the purchase of the property described herein if the contract purchase price or cost exceeds the reasonable value of the property established by the VETERANS ADMINISTRATION. The purchaser shall, however have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value set by the VETERANS ADMINISTRATION.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase and Sale Agreement.

Date

Date

Buyer

Seller

Buyer

Seller

Selling Licensee

Listing Licensee

Office		Office

US Department of Housing

OMB Approval No. 2502-0538

For Your Protection: Get a Home Inspection

Name of Seller

Property Address

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential Home

If you find problems with your new homes after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-RADON (1-800-644-6999). As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every aspect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or you may do so after signing your contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

I/we choose to have a home inspection performed.

I/we choose not to have a home inspection performed.

X

Signature & Date

X

Signature & Date

form HUD-92564-CN (12/03)