

PURCHASE CONTRACT

(This is a legally binding contract between Buyer and Seller. If you do not understand it, seek legal advice.)



AGENCY CONFIRMATION

Buyer Agent: _____

Seller Agent: _____

Buyer Company: _____

Seller Company: _____

Agent Phone Number: _____

Agent Phone Number: _____

Agent Email: _____

Agent Email: _____

Buyer Initial As Appropriate

_____/_____/_____ Is the agent of the Buyer exclusively
 _____/_____/_____ Is the limited agent of the Buyer & Seller
 _____/_____/_____ Is the appointed agent of the Buyer
 _____/_____/_____ Is the transactional agent of the Buyer
 _____/_____/_____ Buyer is not represented

Seller Initial As Appropriate

_____/_____/_____ Is the agent of the Seller exclusively
 _____/_____/_____ Is the limited agent of the Buyer & Seller
 _____/_____/_____ Is the appointed agent of the Seller
 _____/_____/_____ Is the transactional agent of the Seller
 _____/_____/_____ Seller is not represented

1. PARTIES TO CONTRACT - PROPERTY.

Buyer (Print) _____

Seller (Print) _____

Property legally described: _____

Parcel ID#: _____

County _____ City _____ State _____ Zip _____

Also known as _____

2. EARNEST MONEY DEPOSIT

Earnest Money in the amount of (\$ _____) _____ DOLLARS Cash _____ Check _____

_____ Is attached and to be deposited the next legal banking day after acceptance of this offer.

_____ Is to be delivered to the Seller Agent upon acceptance of offer and to be deposited the next legal banking day.

Seller Company shall deposit and hold all earnest money, deposits, and all other papers associated with this transaction until sale is closed, save and except such papers as Buyer is entitled to maintain as confidential. If an accepted offer and agreement to purchase does not close, regardless of the circumstances, both Buyer and Seller must agree in writing prior to release of earnest money or in the alternative, pursuant to court order in accordance with SDCL 36-21A-81.

3. PURCHASE PRICE. The total purchase price is to be (\$ _____) _____ DOLLARS.

After earnest money herein is credited, the remaining balance is to be paid at closing.

4. FINANCING. This offer is contingent upon the Buyer obtaining a new Conventional _____; FHA _____; VA _____; SDHDA/type: _____; or _____ type of loan in the amount of _____.

Buyer agrees to immediately apply for financing. Buyer agrees to furnish Seller a copy of the conditional mortgage approval on or before _____ (date) which remains effective through and including the day of closing, or this agreement may, at the option of Seller, with written notice to Buyer, be voided. Buyer reserves the right to obtain alternative financing as long as there are no increased costs to Seller. This offer is a cash offer _____; or other _____.

INITIALS: _____/_____

5. APPRAISAL. This offer is _____ is not _____ subject to the property appraising for at least the purchase price. If the appraisal reveals repairs, which must be made, Buyer and Seller will negotiate which party will complete those repairs. If the appraisal is less than the agreed purchase price, Buyer and Seller may renegotiate the purchase price.

6. SURVEY. Buyer acknowledges that it has been recommended that a land survey be obtained on the property. Confirmation of boundaries will be determined by a mortgage inspection survey _____; staked survey _____. Buyer waives land survey _____. Land survey to be paid for as follows: Buyer _____ Seller _____.

7. ASSESSMENTS. Any assessment levied against this property, or which will be levied against it, for improvements completed, or required, but not yet completed, and not entered into the books of the local assessing authority, will be paid by the Seller.

8. PRORATIONS.

A. Homeowners' association fees and rents are to be prorated to _____ (date). Not applicable _____.

B. Any fuel or propane remaining on the property will _____; will not _____, be prorated at closing. Not applicable _____.

INITIALS: BUYER _____ BUYER _____ | SELLER _____ SELLER _____

9. HOME SALE CONTINGENCY

A. SALE AND CLOSING OF BUYER'S PROPERTY. This offer is contingent on the sale and closing of Buyer's property commonly known as: _____ within the time specified for closing Seller property. Seller has the right to continue to offer the herein property for sale and to accept backup offers. Should Seller accept a backup offer, then Buyer's Agent/Representative shall be given written notice of such action, after which Buyer shall have _____ hours to waive this contingency and to provide written verification of ability to perform. Failure to do so shall terminate this agreement and deposits shall be returned to Buyer.

INITIALS: YES _____ / _____ DOES NOT APPLY _____ / _____

B. CLOSING OF BUYER'S PROPERTY. This offer is contingent on the successful closing of Buyer's property commonly known as: _____ within the time specified for closing Seller property.

1. _____ Seller does have the right to continue to offer the herein property for sale and to accept backup offers. Should Seller accept a backup offer, then Buyer's Agent/Representative shall be given written notice of such action, after which Buyer shall have _____ hours to waive this contingency and to provide written verification of ability to perform. Failure to do so shall terminate this agreement and deposits shall be returned to Buyer.
2. _____ Seller does not have the right to continue to offer the herein property for sale. In the event that the Buyer's property is no longer under a valid purchase contract, the Buyer's Agent/representative is required to immediately notify the Seller's Agent/representative or waive this contingency by providing written verification of ability to perform. Upon notification, if contingency is not waived, both parties agree to re-negotiate this contract within _____ hours. Failure to do so shall terminate this agreement and deposits shall be returned to Buyer.

INITIALS: YES _____ / _____ DOES NOT APPLY _____ / _____

10. SELLER'S PROPERTY DISCLOSURE STATEMENT. Buyer acknowledges reading and receiving the Seller's Property Condition Disclosure Statement as required by South Dakota Codified Law 43-4-38 through 43-4-43 prior to signing this agreement, unless exempt.

INITIALS: YES _____ / _____ NO _____ / _____ DOES NOT APPLY _____ / _____ Reason: _____

11. LEAD-BASED PAINT DISCLOSURE. Buyer acknowledges having received the pamphlet "Protect Your Family from Lead in Your Home" and has the opportunity for an inspection according to the Residential Lead Base Hazard Reduction Act of 1992. This applies only to properties built prior to 1978. See attached addendum if applicable.

INITIALS: YES _____ / _____ NO _____ / _____ DOES NOT APPLY _____ / _____

12. INSPECTIONS. Buyer acknowledges that it has been recommended that he/she engage, at his/her expense, the service of professional inspector(s) to inspect the property.....

INITIALS: _____ / _____

- A. Offer is contingent on an inspection of structural, mechanical, and electrical.....
- B. Offer is contingent on an inspection for hazardous conditions.....
- C. Offer is contingent on an inspection for pest infestation and/or damage.....
- D. Offer is contingent on an inspection for lead-based paint.....
- E. Offer is contingent on an inspection of: _____

INITIALS:	YES _____ / _____	WAIVED _____ / _____
INITIALS:	YES _____ / _____	WAIVED _____ / _____
INITIALS:	YES _____ / _____	WAIVED _____ / _____
INITIALS:	YES _____ / _____	WAIVED _____ / _____
INITIALS:	YES _____ / _____	WAIVED _____ / _____

Should the results of any professional inspections performed by a licensed or certified inspector not be satisfactory, Buyer shall provide to Seller or Listing Broker pages from the actual inspection report and an addendum detailing any material issues at which time both parties agree to negotiate a settlement. Deadline for completion of inspection(s) and delivery of results & addendum to Seller or Listing Broker: _____ (date) at _____ AM / PM

If Buyer fails to specifically approve or disapprove any inspections within the time specified, the Buyer shall be deemed to have approved and accepted the property in its present condition and any real estate licensee associated with this transaction does not have any further obligation to the Buyer as to such inspections or agreement.

Deadline to complete negotiation, if any, following inspection(s): _____ (date) at _____ AM / PM

At any point prior to the negotiated settlement deadline, the Buyer may choose to waive their inspection contingencies in writing.

If no written agreement can be reached on this matter between Buyer and Seller, this contract shall be deemed null and void in its entirety.

13. TAXES. The Seller agrees to pay all real estate taxes of record due and payable the year of closing. Real estate taxes assessed this year and due and payable next year shall be prorated to date of closing; the amount to be computed on the basis of taxes due and payable the year of closing. New construction tax proration shall be based on taxable value at the time of closing.

INITIALS: BUYER _____ BUYER _____ | SELLER _____ SELLER _____

Property Address: _____

14. OWNER OCCUPIED TAX REDUCTION STATUS.

If property is residential, Seller affirms that property currently does qualify _____; does not qualify _____, for the tax reduction. If property qualifies, Seller agrees not to apply for the owner occupied tax reduction on a different home until after November 1, _____.
Not Applicable _____.

15. TITLE. Seller will furnish good and sufficient marketable title free of all encumbrances, unless otherwise agreed herein. Seller agrees to execute and deliver a good and sufficient Warranty Deed, and pay for all applicable State Transfer Tax required for said deed, subject to conditions, zoning, covenants, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. Lender's Title Insurance will be based on the loan amount and/or Owner's Title Insurance policy will be based on the purchase price and will be paid as follows: Buyer _____% Seller _____%

16. CLOSING/POSSESSION. Closing date shall be on, or by mutual agreement, before _____ with possession to be given at time of closing unless otherwise agreed between the Parties. Seller agrees to maintain the property in a condition comparable to its present condition and agrees that Buyer shall have the opportunity for a personal inspection before closing. Seller agrees to maintain all existing insurance coverage on property until time of closing. Closing/Settlement Fee and/or Title Services Fee shall be paid as follows:
Buyer _____% Seller _____%

17. HOME PROTECTION PLANS. Buyer and Seller have been informed that home protection plans are available. Buyer / Seller elect to _____/ not to _____ purchase a home protection plan and the cost of the plan, plus appropriate sales tax, to be paid for as follows _____ with a cost not to exceed \$ _____. The plan with the following options _____ will be issued by _____ (company) and ordered by _____, who may receive a fee on the sale of a home protection plan.

18. AGREEMENT TO MEDIATE.

Initial to acknowledge receipt of the Dispute Resolution System Mediation pamphlet.

INITIALS: BUYER _____ / _____ SELLER _____ / _____

Any dispute or claim arising out of or relating to this contract, within one year of the closing date, shall be submitted to mediation in accordance with the rules and procedures of the Dispute Resolution System. Yes _____ No _____.
Any costs of mediation will be shared equally between Buyer(s) and Seller(s).

INITIALS: BUYER _____ / _____ SELLER _____ / _____

19. PERSONAL PROPERTY. If any personal property is included it shall be free of liens and without warranty of condition, and shall be transferred to Buyer by a separate agreement. All personal property, including refuse, not included in the purchase price, shall be removed by Seller prior to closing.

20. OTHER PROVISIONS. _____

21. ADDENDA TO THIS AGREEMENT. The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state. _____

22. INFORMATION DISCLOSURE. The laws of South Dakota govern this transaction. The sale price and terms may be disclosed to the REALTOR® Association of the Sioux Empire who may use it in the ordinary course of their business. Property information is not guaranteed. A representation of the square footage is only an approximation of the number of square feet the property contains.

23. ENTIRE AGREEMENT. This Purchase Contract, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Buyer and Seller, and supersedes any other written or oral agreements between Buyer and Seller. This Purchase Contract can be modified only in writing signed by the Buyer and Seller.

24. OFFER TO PURCHASE. This constitutes an offer to purchase the described property. Buyer and or Buyer Agent shall receive immediate notification after Seller acceptance and a signed copy hereof, as soon as possible. Buyer hereby acknowledges a receipt of a copy of this agreement.

TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dated this _____ day of _____, 20 _____ at _____ AM / PM

This agreement is void if not accepted by Seller by the _____ day of _____, 20 _____ at _____ AM / PM

BUYER: _____

BUYER: _____

Dated this _____ day of _____, 20 _____ at _____ AM / PM the forgoing offer is;

SELLER INITIALS: ACCEPTED _____ / _____ REJECTED _____ / _____ COUNTERED _____ / _____

SELLER: _____

SELLER: _____