

BUYER BROKER AGREEMENT - Short Form



1 The Buyer(s), identified below, authorize Cary Jo Hofstad
 2 (Broker/Salesperson) of Blue Sky Realty, LLC (company)
 3 to act as their Broker/Salesperson to locate real estate of the type and on the terms and conditions described
 4 below. Buyer(s) shall not be obligated to directly compensate the undersigned Broker/Salesperson for their
 5 efforts on behalf of the Buyer(s). Buyer(s) consent to the Broker/Salesperson receipt of compensation
 6 from a cooperating Broker or Seller. In this regard, the Broker/Salesperson is only retained to locate
 7 properties on which an offer of compensation to them from a cooperating Broker or Seller exists. The Civil
 8 Rights and Fair Housing Laws of the United States and Montana prohibit housing discrimination on the
 9 basis of race, religion, sex, national origin, color, handicap, familial status, marital status, age and creed.
 10 Buyer acknowledges that a seller is not obligated to treat the existence, terms or conditions of an offer which
 11 may be presented by buyer as confidential.

13 This Agreement is non-exclusive, Buyers are free to work with other Brokers and/or Salespersons in
 14 locating real estate, and it may be terminated at will of either party, without cause.

15 **-OR-**

17 This Agreement is exclusive, Buyers will work only with Broker/Salesperson, and this Agreement shall
 18 terminate on 12/20/13.

20 Buyer hereby affirms that Buyer is not a party to a current, valid exclusive agreement to provide the same type
 21 of real estate services as set forth in this agreement.

22 Buyers are aware that Broker has not and will not conduct an expert inspection or analysis of any property or
 23 its condition and makes no representations to Buyers as to the condition of any property that Buyers may be
 24 interested in purchasing or leasing. Moreover, Buyers understand and acknowledge that Broker does not and
 25 can not assure that any house and/or buildings will be satisfactory to Buyers in all respects, that all
 26 equipment will operate properly or that any property and/or improvements thereon that Buyers are
 27 considering purchasing or leasing comply with the current building and zoning codes.

29 Buyers understand that Broker IS NOT a building inspector, building contractor, structural engineer,
 30 electrician, plumber, sanitarian, septic or cesspool expert, well driller or well expert, land surveyor, civil
 31 engineer, flood plain or water drainage expert, roofing contractor or roofing expert, accountant, attorney, title
 32 examiner or expert in identifying hazardous waste and/or toxic materials. Buyers understand that it is Buyers'
 33 responsibility to be informed buyers and to be certain that any property is satisfactory to Buyers in every
 34 respect. Buyers are strongly encouraged to obtain professional inspections of any property that Buyers may
 35 be interested in purchasing or leasing to provide Buyers an in-depth, unbiased evaluation of any such
 36 property.

37 The type of real property and the terms and conditions are generally set out as follows:
 38 Size: _____
 39 Location: _____
 40 Price: _____
 41 Other terms and/or conditions: _____
 42 Special Requirements: _____
 43 _____

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

50 Date: 11/08/13
 52 11/9/2013 2:06:04 PM 11/09/2013
 53 Buyer Jaqueline M Pickering Broker/Salesperson BLUE SKY REALTY, LLC
 55 _____
 56 Buyer _____ Broker/Salesperson Cary Jo Hofstad

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



Lead-Based Paint Disclosure



1 **Property Address:**
2 1519 Woodland Avenue, Kalispell, MT 59901

4 **Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior
5 to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk
6 of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning
7 disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
8 risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information
9 on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known
10 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
11 purchase.

12 **Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking
13 the appropriate boxes as follows:

14 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
15 Seller knows that lead-based paint and/or lead-based paint hazards are present in
16 the property (explain):
17 _____

19 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the
20 property.

21 (b) Records and Reports available to the Seller (check one below):
22 Seller has provided the Buyer with all available records and reports pertaining to lead-
23 based paint and/or lead-based paint hazards in the property. Those reports and records
24 are itemized as follows:
25 _____

27 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint
28 hazards in the property.

29 **Buyer's Acknowledgment:** Buyer acknowledges as follows:

- 30 (c) Buyer has received copies of all information listed in item (b), if any.
- 31 (d) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
- 32 (e) Buyer has (check one below):
33 Received a 10 business day opportunity (or other mutually agreed upon period) to
34 conduct a risk assessment or inspection of the presence of lead-based paint hazards
35 (in which event the parties have entered a Lead-Based Paint Contingency Addendum);
36 or
37 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based
38 paint and/or lead-based paint hazards.

40 **Broker/Salesperson's Acknowledgment:** The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any
41 Broker/Salesperson in the transaction) acknowledges as follows:

42 (f) Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d)
43 and is aware of his/her responsibility to ensure compliance.

44 **Certifications:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the
45 information, which they have provided is true and accurate.

48 _____
49 Seller **University of Montana** Date _____ Buyer **Jaqueline M Pickering** Date **11/09/2013**
A1E5F51E-C0F8
Jaqueline M Pickering
11/9/2013 2:06:21 PM

52 _____
53 Seller Date Buyer Date

56 _____
57 Seller Broker/Salesperson Date Buyer Broker/Salesperson Date
Cary Jo Hofstad (if no listing Broker/Salesperson)
Cary Jo Hofstad

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MOLD DISCLOSURE



1 Property Address: 1519 Woodland Avenue, Kalispell, MT 59901

3 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be,
4 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth.
5 Information about controlling mold growth may be available from your county extension agent or health
6 department. Certain strains of mold may cause damage to property and may adversely affect the health of
7 susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain
8 strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some
9 experts contend that certain strains of mold may cause serious and even life-threatening diseases. However,
10 experts do not agree about the nature and extent of the health problems caused by mold or about the level of
11 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying
12 the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or
13 property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's
14 obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a
15 qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that
16 inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold
17 disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or
18 treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of
19 or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.


20 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge
21 that the building or buildings on the property have mold present in them. This disclosure is made in recognition
22 that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus,
23 mildew or spores). The undersigned are not representing that a significant mold problem exists or does not
24 exist on the property, as such a determination may only be made by a qualified inspector.

25 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has
26 previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if
27 available) and evidence of any subsequent mitigation or treatment.

28 _____ Date _____
29 Seller/Landlord Date Seller's Agent/Property Manager Date
University of Montana Cary Jo Hofstad

31 _____ Date _____
32 Seller/Landlord Date Seller's Agent/Property Manager Date

34 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge
35 receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment.
36 The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a
37 significant mold problem exists or does not exist on the property. They further acknowledge that the Seller,
38 Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this
39 Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

40  11/09/2013
41 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date
Jaqueline M Pickering Cary Jo Hofstad

43 _____ Date _____
44 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

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except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on
the next business day.

Mold Disclosure ©MONTANA ASSOCIATION OF REALTORS®, March 2006



RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS (COMBINED EXPLANATION AND DISCLOSURE)

Definition of Terms and Description of Duties



1 A **“Seller Agent”** is obligated to the **Seller** to:

- 2 ● act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and
- 3 with the seller’s written consent, may represent multiple sellers of property or list properties for sale that may
- 4 compete with the seller’s property without breaching any obligation to the seller;
- 5 ● obey promptly and efficiently all lawful instructions of the seller;
- 6 ● disclose all relevant and material information that concerns the real estate transaction and that is known to
- 7 the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality
- 8 arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;
- 9 ● safeguard the seller’s confidences;
- 10 ● exercise reasonable care, skill, and diligence in pursuing the seller’s objectives and in complying with the
- 11 terms established in the listing agreement;
- 12 ● fully account to the seller for any funds or property of the seller that comes into the seller agent’s
- 13 possession; and
- 14 ● comply with all applicable federal and state laws, rules, and regulations.

16 A **“Seller Agent”** is obligated to the **Buyer** to:

- 17 ● disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
- 18 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
- 19 statements made by the seller;
- 20 ● disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 21 information regarding adverse material facts that concern the property;
- 22 ● act in good faith with a buyer and a buyer agent; and
- 23 ● comply with all applicable federal and state laws, rules, and regulations.

25 A **“Buyer Agent”** is obligated to the **Buyer** to:

- 26 ● act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and
- 27 with the buyer’s written consent, may represent multiple buyers interested in buying the same property or similar
- 28 properties to the property in which the buyer is interested or show properties in which the buyer is interested to
- 29 other prospective buyers without breaching any obligation to the buyer;
- 30 ● obey promptly and efficiently all lawful instructions of the buyer;
- 31 ● disclose all relevant and material information that concerns the real estate transaction and that is known to
- 32 the buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality
- 33 arising from a prior existing agency relationship on the part of the buyer agent with another buyer or seller;
- 34 ● safeguard the buyer’s confidences;
- 35 ● exercise reasonable care, skill, and diligence in pursuing the buyer’s objectives and in complying with the
- 36 terms established in the Buyer/Broker agreement;
- 37 ● fully account to the buyer for any funds or property of the buyer that comes into the buyer agent’s
- 38 possession; and
- 39 ● comply with all applicable federal and state laws, rules and regulations.

41 A **“Buyer Agent”** is obligated to the **Seller** to:

- 42 ● disclose any adverse material facts that are known to the buyer agent and that concern the ability of the
- 43 buyer to perform on any purchase offer;
- 44 ● disclose to the seller or the seller agent when the buyer agent has no personal knowledge of the veracity of
- 45 information regarding adverse material facts that concern the buyer;
- 46 ● act in good faith with a seller and a seller agent; and
- 47 ● comply with all applicable federal and state laws, rules and regulations.

49 **DUAL AGENCY** IF A SELLER AGENT IS ALSO REPRESENTING A BUYER, OR A BUYER AGENT IS ALSO
50 REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY
51 BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH
52 THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING
53 EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF
54 REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT
55 WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.

57

Initial

J.W.

58 A "Dual Agent" is obligated to a Seller in the same manner as a seller agent and is obligated to a buyer in the
59 same manner as a buyer agent, except that a dual agent:
60 ● has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent
61 regardless of any confidentiality considerations; and
62 ● may not disclose the following information without the written consent of the person whom the information
63 is confidential;
64 (i) the fact that the buyer is willing to pay more than the offered purchase price;
65 (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking
66 for the property;
67 (iii) factors motivating either party to buy or sell; and
68 (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

70 A "Statutory Broker" is not the agent of the Buyer or Seller but nevertheless is obligated to them to:
71 ● disclose to:
72 (i) a buyer or a buyer agent any adverse material facts that concern the property and that are
73 known to the statutory broker, except that the statutory broker is not required to inspect the
74 property or verify any statements made by the seller; and
75 (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and
76 that concern the ability of the buyer to perform on any purchase offer;
77 ● exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
78 ● comply with all applicable federal and state laws, rules and regulations.

80 An "Adverse material fact" means a fact that should be recognized by a broker or salesperson as being of
81 enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be
82 a fact that:
83 (i) materially affects the value, affects structural integrity, or presents a documented health risk to
84 occupants of the property; and
85 (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or
86 existing contract.
87 "Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable
88 disease or that the property was the site of a suicide or felony.

90 **Disclosures/Consents**

91 The undersigned Broker or Salesperson hereby discloses the relationship(s) as checked below, and the undersigned
92 Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.

94 **Check all the Applicable Relationship(s):**

96 Seller Agent
97 By checking this box, the undersigned consents
98 to the Broker or Salesperson representing
99 multiple sellers of property that may compete
100 with the Seller's property

Buyer Agent
 By checking this box, the undersigned consents to
the Broker or Salesperson representing multiple
buyers interested in buying the same property, or
similar properties, at the same time.

102 Statutory Broker
103
104

Dual Agent (by checking this box, the undersigned
consents to the Broker or Salesperson acting as a dual
representative.)

107 _____ / _____
108 Broker and/or Salesperson **BLUE SKY REALTY, LLC** **CARY JO HOFSTAD, MEMBER** Date

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Jaqueline M Pickering
11/9/2013 2:06:55 PM

111 _____ / _____
112 Seller Buyer **Jaqueline M. Pickering** Date

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BUY - SELL AGREEMENT (Including Earnest Money Receipt)



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

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

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

3 Date: 11/8/2013

Jaqueline M Pickering

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

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

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

8 as 1519 Woodland Avenue

10 in the City of Kalispell, County of Flathead,

11 Montana, legally described as:

CS 19324-1 Parcel A

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, such as electrical, plumbing and heating fixtures, wood,
18 pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, attached floor
19 coverings, T.V. antennas, satellite dish, hot tub, air cooler or conditioner, garage door openers and controls, fireplace
20 inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property, attached buildings or
21 structures, unless otherwise noted below:

n/a

25

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

range, oven, wood stove

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

33 water conditioner propane tank satellite dish satellite control alarm system other _____

n/a

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

39 PURCHASE PRICE AND TERMS:

40 Total purchase price is Fifty Thousand U.S. Dollars

41 (\$ 50,000.00) payable as follows:

42 \$ 5,000.00 earnest money to be applied at closing.

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

44 \$ 45,000.00 balance of the purchase price will be financed as follows:

45 Conventional

MBOH

Seller Financing

46 FHA

USDA-RD

Assumption of Existing Loans

47 VA

Other Institutional Financing

All cash at closing. Proof of funds provided with offer.

JMP

Buyer's Initials

Seller's Initials

51 **CLOSING DATE:** The date of closing shall be (date) 12/15/2013 (the "Closing Date").
52 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
53 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
54 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement
55 (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without
56 amendment by not more than n/a days to accommodate delays attributable solely to such third party financing.

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

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

65 **RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of _____
66 Five Thousand U.S. Dollars (\$ 5,000.00) as evidenced by Cash,
67 the receipt of which is acknowledged by the undersigned Broker/Salesperson; OR Check, the receipt of which is
68 acknowledged by the undersigned Broker/Salesperson; OR, _____

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

73 All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will be deposited
74 pursuant to Montana law OR within (3) business days of the date all parties have signed the Agreement or

76 and such funds will be held in a trust account by INSURED TITLES.

77 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: NON-INTEREST BEARING

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

80 Cary Jo Hofstad 406-261-2758

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

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


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

87 **FINANCING CONDITIONS AND OBLIGATIONS:**

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

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

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



Buyer's Initials

104 **F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from
105 an F.H.A. insured loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement,
106 the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any
107 penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a written
108 statement issued by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement
109 lender setting forth the appraised value of the Property for mortgage insurance purposes of not less than the
110 amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference.
111 The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without
112 regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised
113 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
114 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.

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): _____


123 **PROPERTIES INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and 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
126 will 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.

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

140 **INSPECTION CONTINGENCY:**

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

- | | |
|--|--|
| 148 <input type="checkbox"/> Home Inspection | <input type="checkbox"/> Review and Approval of Protective Covenants |
| 149 <input type="checkbox"/> Seller's Property Disclosure | <input type="checkbox"/> Easements |
| 150 <input type="checkbox"/> Roof Inspection | <input type="checkbox"/> Flood Plain Determination |
| 151 <input type="checkbox"/> Structural/Foundation Inspection | <input type="checkbox"/> Water Sample Test |
| 152 <input type="checkbox"/> Electrical Inspection | <input type="checkbox"/> Septic or Cesspool Inspection |
| 153 <input type="checkbox"/> Plumbing Inspection | <input type="checkbox"/> Mineral Rights Search |
| 154 <input type="checkbox"/> Heating, ventilation, cooling system - Inspection | <input type="checkbox"/> Radon |
| 155 <input type="checkbox"/> Stove/Fireplace Inspection | <input type="checkbox"/> Asbestos |
| 156 <input type="checkbox"/> Pest/Rodent Inspection | <input type="checkbox"/> Wild Fire Risk |
| 157 <input type="checkbox"/> Well Inspection for Condition of Well and Quantity of Water | <input type="checkbox"/> Legal Advice |
| 158 <input type="checkbox"/> Accounting Advice | <input type="checkbox"/> Toxic Waste/Hazardous Material |
| 159 <input type="checkbox"/> Survey or Corner Pins located | <input type="checkbox"/> Underground Storage Tanks |
| 160 <input type="checkbox"/> Access to Property | <input type="checkbox"/> Sanitary Approval/Septic permit |
| 161 <input type="checkbox"/> Verification of # of code compliant bedrooms | <input type="checkbox"/> Mold |

161 

Buyer's Initials

- 162 Verification of square footage of improvements _____ Verification of lot size _____
- 163 Water Rights Airport Affected Area
- 164 Zoning Determination Road Maintenance
- 165 Other _____

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

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

182 **FINANCING CONTINGENCY:**

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

187 This Agreement is contingent upon Buyer obtaining the financing specified in the section of
 188 this
 189 Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: _____.

191 **APPRAISAL CONTINGENCY:**

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

197 Property must appraise for at least (\$ _____). Release Date: _____.

199 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
 200 satisfaction) of the preliminary title commitment. Release Date: _____ **5** _____ days from Buyer's
 201 or Buyer's representative's receipt of preliminary title commitment.

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

This Agreement is contingent upon _____

_____ Release Date: _____

209 _____
 210 **This Agreement is contingent upon** _____

215 _____ Release Date: _____



Buyer's Initials

216 **ADDITIONAL PROVISIONS:** _____
Home is being sold as is. The seller has never occupied the property and has no knowledge of defects. Buyer has had the opportunity to review inspection, asbestos inspection and survey documents regarding this property.

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

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

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


251 Filing or transfer fees will be paid by Seller, Buyer, split equally between Buyer and Seller.
252 Documents for transfer will be prepared by _____.

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

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

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

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



Buyer's Initials

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

274 paid off by Seller at closing;

275 assumed by Buyer at closing; OR

276 _____

277 All perpetual SIDs shall be assumed by Buyer.

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

281 paid off by Seller at closing;

282 assumed by Buyer at closing; OR

283 _____

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

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

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

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

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

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

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

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

J.W.

330 **BUYER'S REMEDIES:**

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

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

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

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

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

340 **SELLER'S REMEDIES:**

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

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

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

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

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

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

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

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

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

373

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

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

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

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

JMP /

Buyer's Initials

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

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

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

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

- 405 Lead Based Paint Disclosure Sale of Buyer's Property
- 406 Addendum for Additional Provisions 1031 Tax Deferred Exchange
- 407 Back-up Offer Multi-Family Disclosure
- 408 Mold Disclosure Water Rights Acknowledgement
- 409 _____ Condominium Disclosure/Addendum

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


414 Cary Jo Hofstad of Blue Sky Realty, LLC
415 (name of licensee) (name of Brokerage company)
416 is acting as Seller's Agent/Salesperson Dual Agent/Salesperson Statutory Broker.

418 Cary Jo Hofstad of Blue Sky Realty, LLC
419 (name of licensee) (name of Brokerage company)
420 is acting as Buyer's Agent/Salesperson Dual Agent/Salesperson Statutory Broker;
421 Seller's Agent/Salesperson (includes Seller's Sub-Agent or Salesperson).

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

428 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
429 forth in the above offer and grant to said Salesperson until (date) 11/22/13, at 5 am pm
430 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
431 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
432 has not accepted by the time specified, this offer is automatically withdrawn.

433
434 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
435 means in accordance with the Montana Uniform Electronic Transaction Act.



Buyer's Initials

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

438 Buyer's Address: _____ City _____,

440 State _____, Zip Code _____ Phone Number _____

442 Buyer's Name Printed: Jaqueline M Pickering

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

447  11/09/2013
448 (Buyer's Signature) (Buyer's Signature)

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

453 Date: _____ Time _____ am pm By: _____
454 (Signature of person presenting the offer)

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

460 Seller's Address: _____ City _____,

462 State _____, Zip Code _____ Phone Number _____

464 Seller's Name Printed: _____

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

469 _____
470 (Seller's Signature) (Seller's Signature)

472 ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

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

477 Rejected by Seller _____/_____/_____ Modified per Attached Counter _____/_____/_____
478 Seller's Initials Date Seller's Initials Date

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