

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



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

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

3 Date: February 21, 2017

4 Blain Chambers

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 67 Mountain View Blvd

9 _____

10 in the City of Billings, County of Yellowstone,

11 Montana, legally described as: PANORAMIC HEIGHTS, S32, T01 N, R26 E, Lot 11

12 _____

13 _____

14 _____

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

24 n/a

25 _____

26 _____

27 _____

28 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,

29 are included and shall be transferred by bill of sale: Refrigerator, stove, dishwasher to stay.

30 _____

31 _____

32 _____

33 _____

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

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

36 _____

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

40 _____

41 **PURCHASE PRICE AND TERMS:**

42 Total purchase price is One Hundred Fifty-Eight Thousand U.S. Dollars

43 (\$ 158,000.00) payable as follows:

44 \$ 500.00 earnest money to be applied at closing.

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

46 \$ 157,500.00 balance of the purchase price will be financed as follows:

47 Conventional MBOH Seller Financing

48 FHA USDA-RD Assumption of Existing Loans

49 VA Other Institutional Financing

50 preapproved with Guardian Mortgage

51 _____

Buyer's Initials

52 **CLOSING DATE:** The date of closing shall be (date) April 21, 2017 (the "Closing Date").
53 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
54 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
55 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement
56 (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without
57 amendment by not more than 10 days to accommodate delays attributable solely to such third party financing
58 including, but not limited to, delays attributable to governmental regulations.

59
60 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:
61 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR
62 on the date of recording the deed or notice of purchaser's interest, OR
63

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

66
67 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of Five Hundred
68 U.S. Dollars (\$ 500.00) as evidenced by Cash; OR Check,
69 the receipt of which is acknowledged by the undersigned Broker/Salesperson; OR, _____
70 _____

71
72 Darwin George (406) 794-4663 _____
73 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)
74 **To be signed only if in actual receipt of cash or check**
75

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

79
80 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein, that the
81 earnest monies will be deposited or delivered by the Broker/Salesperson listed above within (3) business
82 days of the date all parties have signed the Agreement or _____
83 and such funds will be held in a trust account by First Montana Title

84
85 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: First Montana
86 Title
87 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.

88
89 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
90 portion of the earnest money required to complete the closing of the transaction.

91
92 **FINANCING CONDITIONS AND OBLIGATIONS:**

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

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

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


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

122
123 **DETECTION DEVICES:** The Property is equipped with the following detection devices:
124 Smoke detector(s)
125 Carbon monoxide detector(s)
126 Other fire detection device(s): _____
127 _____
128

129 **PROPERTY INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Salespersons involved in the
130 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its
131 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings
132 will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or
133 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,
134 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land
135 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,
136 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.
137

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

145
146 **INSPECTION CONTINGENCY:**
147 This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any
148 inspections or advice requested below. Buyer agrees to acquire, at Buyer's own expense, independent
149 inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any
150 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the
151 property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original
152 condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's
153 investigations or inspections, if Buyer does not purchase the property.
154 Home Inspection Review and Approval of Protective Covenants
155 Owner's Property Disclosure Statement Easements
156 Roof Inspection Flood Plain Determination
157 Structural/Foundation Inspection Water Sample Test
158 Electrical Inspection Septic or Cesspool Inspection
159 Plumbing Inspection Mineral Rights Search
160 Heating, ventilation, cooling system - Inspection Radon
161 Stove/Fireplace Inspection Asbestos
162 Pest/Rodent Inspection Wild Fire Risk
163 Well Inspection for Condition of Well and Quantity of Water Legal Advice
164 Accounting Advice Toxic Waste/Hazardous Material
165 Survey or Corner Pins located Underground Storage Tanks
166 Access to Property Sanitary Approval/Septic permit
167 Verification of # of code compliant bedrooms Mold


Buyer's Initials _____

- 168 Verification of square footage of improvements _____ Verification of lot size _____
- 169 Water Rights _____ Airport Affected Area _____
- 170 Zoning Determination _____ Road Maintenance _____
- 171 Other _____

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

180
181
182 If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of
183 no further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions
184 noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or
185 before (date) na, the earnest money shall be returned to the Buyer, and the
186 agreement then terminated.

187
188 **FINANCING CONTINGENCY:**

- 189 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this
190 Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing
191 Date this Agreement is terminated and the earnest money will be refunded to the Buyer; **OR**
- 192
- 193 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this
194 Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: _____.

195
196 **APPRAISAL CONTINGENCY:**

- 197 Property must appraise for at least the Purchase Price **OR** at least \$_____. If the
198 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest
199 money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without
200 regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's
201 Broker/Salesperson within 5 days of Buyer or Buyer's Broker/Salesperson receiving notice of
202 appraised value; **OR**
- 203 This agreement is contingent upon the Property appraising for at least the Purchase Price **OR** at least
204 \$_____. Release Date: _____.

205
206 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
207 satisfaction) of the preliminary title commitment. Release Date: 5 days from Buyer's
208 or Buyer's representative's receipt of preliminary title commitment.

209
210 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate
211 acceptable to the Buyer, hazard insurance on the property. Release Date: March 17, 2017.

212 **This Agreement is contingent upon** _____

213 _____

214 _____

215 _____

216 _____ Release Date: _____

217 **This Agreement is contingent upon** _____

218 _____

219 _____

220 _____

221 _____ Release Date: _____

222 _____

223 _____


Buyer's Initials

224 **ADDITIONAL PROVISIONS:** Seller to pay up to \$3,000 of buyers closing costs/prepaid
225 expenses at closing.
226 _____
227 _____
228 _____
229 _____
230 _____
231 _____
232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____
239 _____
240 _____
241 _____
242 _____
243 _____
244 _____
245 _____
246 _____

247 **CONVEYANCE:** The Seller shall convey the Property by _____ **warranty** _____ deed, free of
248 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.
249

250 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be
251 conveyed at time of closing. Year _____ Make/Model _____
252 Serial Number _____ Title Number _____
253

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

259 Filing or transfer fees will be paid by Seller, Buyer, split equally between Buyer and Seller.
260 Documents for transfer will be prepared by _____
261

262 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
263 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
264 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
265 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424,
266 MCA, could result in a penalty against the transferee and rejection of the deed for recording.
267

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



Buyer's Initials

279 **CLOSING AGENTS FEES:** Closing agents fee will be paid by Seller Buyer Equally Shared.
280

281 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
282 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
283 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
284 additional owner's title insurance coverage in the form of "Extended Coverage", "Enhanced Coverage" for an additional
285 cost to the buyer. It is recommended that buyer obtain details from a title company.
286

287 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to
288 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements
289 or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of
290 the preliminary title commitment approved by the Buyer.
291

292 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
293 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
294 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to
295 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary
296 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the
297 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"
298 section below.
299

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

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

305 All perpetual SIDs shall be assumed by Buyer.
306

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

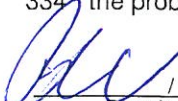
- 309 paid off by Seller at closing;
310 assumed by Buyer at closing; OR
311

312
313 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
314 District assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating
315 fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
316 as of the date of closing unless otherwise agreed as set forth in the additional provisions.
317

318 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and
319 tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the
320 Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through
321 inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale
322 remain on the Property.
323

324 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some
325 properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to
326 control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your
327 obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
328

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


Buyer's Initials

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

344

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

346

347 **BUYER'S REMEDIES:**

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

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

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

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

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

356

357 **SELLER'S REMEDIES:**

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

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

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

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

363

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

369

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

376

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

382

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

385

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



Buyer's Initials

Seller's Initials

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

390
391 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,
392 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
393 determine just.

394
395 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction
396 anticipated by this Agreement is an integral part of this Agreement.

397
398 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the
399 parties' signatures may be used as the original.

400
401 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
402 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
403 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by
404 the Seller and Buyer.

405
406 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when
407 each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete
408 Agreement between the parties.

409
410 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
411 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or
412 property, unless mutual written instructions are received by the holder of the earnest money and things of value,
413 Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or
414 closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a
415 Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to
416 advance the cost and fees required for filing such action.

417
418 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- | | | |
|-----|---|--|
| 419 | <input checked="" type="checkbox"/> Lead Based Paint Disclosure | <input type="checkbox"/> Contingency for Sale of Buyer's Property |
| 420 | <input type="checkbox"/> Addendum for Additional Provisions | <input type="checkbox"/> Back-up Offer |
| 421 | <input type="checkbox"/> Multi-Family Disclosure | <input type="checkbox"/> Water Rights Acknowledgement |
| 422 | <input checked="" type="checkbox"/> Mold Disclosure | <input type="checkbox"/> Condominium Disclosure/Addendum |
| 423 | <input type="checkbox"/> _____ | <input type="checkbox"/> Newly Constructed Residence Addendum and Disclosure |


Buyer's Initials

Seller's Initials

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

427 Darwin George of BHHS Floberg REALTORS
428 (name of licensee) (name of Brokerage company)
429
430 15565 1550 Poly Dr, Billings, MT 59102-1740
431 (licensee's Montana licensee No.) (brokerage company address)
432 Darwin@floberg.com (406) 794-4663
433 (licensee email address) (brokerage company phone number)
434 (406) 794-4663
435 (licensee phone number)
436 is acting as Seller's Agent/Salesperson Dual Agent/Salesperson Statutory Broker.

437
438 Darwin George of BHHS Floberg REALTORS
439 (name of licensee) (name of Brokerage company)
440
441 15565 1550 Poly Dr, Billings, MT 59102-1740
442 (licensee's Montana licensee No.) (brokerage company address)
443 Darwin@floberg.com (406) 794-4663
444 (licensee email address) (brokerage company phone number)
445 (406) 794-4663
446 (licensee phone number)
447 is acting as Buyer's Agent/Salesperson Dual Agent/Salesperson Statutory Broker
448 Seller's Agent/Salesperson (includes Seller's Sub-Agent or Salesperson).

449
450 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
451 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement
452 he/she has examined the subject real and personal Property; has entered into this Agreement in full reliance upon
453 his/her independent investigation and judgments; and has read and understood this entire Agreement.

454
455 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
456 forth in the above offer and grant to said Salesperson until (date) March 13, 2017, at 6 am pm
457 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
458 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
459 has not accepted by the time specified, this offer is automatically withdrawn.

460
461 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
462 means in accordance with the Montana Uniform Electronic Transaction Act.

463
464 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

465
466 Buyer's Address: 67 Mountain View Blvd City Billings
467
468 State MT, Zip Code 59101-0236

469
470 Buyer's Name Printed: Blain Chambers

471
472 Dated this 02-21-17, at 236 am pm (Mountain Time).

473
474 
475 (Buyer's Signature) (Buyer's Signature)

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

477

478 Date: _____ Time _____ am pm By: _____

479 (Signature of person presenting the offer)

480

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

484

485 Seller's Address: 1500 University Dr City Billings ,

486

487 State MT , Zip Code 59101-0245

488

489 Seller's Name Printed: MT Board of Regents Higher Ed.

490

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

492

493 _____

494 (Seller's Signature)

(Seller's Signature)

495

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

497

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

500

501 Rejected by Seller _____ / _____ / _____ Modified per Attached Counter _____ / _____ / _____

502 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.

BUY - SELL AGREEMENT (Residential)
(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 for 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: February 23, 2017

4 Lynne Fitzgerald

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 14 Valley Dr

9 _____
10 in the City of Billings, County of Yellowstone,
11 Montana, legally described as: PANORAMIC HEIGHTS, S32, T01 N, R26 E, Lot 5

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

24 _____
25 _____
26 _____
27 _____

28 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
29 are included and shall be transferred by bill of sale: stove, refrigerator to stay, washer, dryer and
30 backyard shed already belong to buyer

31 _____
32 _____
33 _____

34 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented: water softener
35 water conditioner propane tank satellite dish satellite control alarm system other unknown

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

40 _____
41 **PURCHASE PRICE AND TERMS:**
42 Total purchase price is One Hundred Fifty-Five Thousand U.S. Dollars

43 (\$ 155,000.00) payable as follows:

44 \$ 500.00 earnest money to be applied at closing.

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

46 \$ 154,500.00 balance of the purchase price will be financed as follows:

- 47 Conventional MBOH Seller Financing
- 48 FHA USDA-RD Assumption of Existing Loans
- 49 VA Other Institutional Financing

50 preapproved through US Bank

51 _____

[Signature]
Buyer's Initials

52 **CLOSING DATE:** The date of closing shall be (date) April 21, 2017 (the "Closing Date").
53 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
54 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
55 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement
56 (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without
57 amendment by not more than 10 days to accommodate delays attributable solely to such third party financing
58 including, but not limited to, delays attributable to governmental regulations.

59
60 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:
61 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR
62 on the date of recording the deed or notice of purchaser's interest, OR
63

64 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,
65 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.
66

67 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of Five Hundred
68 U.S. Dollars (\$ 500.00) as evidenced by Cash; OR Check,
69 the receipt of which is acknowledged by the undersigned Broker/Salesperson; OR, earnest money to be
70 delivered within 24 hours of accepted offer.

71
72 Darwin George (406) 794-4663
73 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)
74 **To be signed only if in actual receipt of cash or check**
75

76 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall
77 be entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be
78 forfeited.
79

80 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein, that the
81 earnest monies will be deposited or delivered by the Broker/Salesperson listed above within (3) business
82 days of the date all parties have signed the Agreement or _____
83 and such funds will be held in a trust account by First Montana Title
84

85 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: First Montana
86 Title
87 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.
88

89 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
90 portion of the earnest money required to complete the closing of the transaction.
91

92 **FINANCING CONDITIONS AND OBLIGATIONS:**

93
94 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
95 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any
96 contingent source of such funds unless otherwise expressly set forth herein.
97

98 **LOAN APPLICATION:** If Buyer fails to (i) make written application for financing, provide notice of their intent to a
99 lender and pay to the lender any required fees, (ii) apply for assumption of an existing loan or contract, or (iii) initiate
100 any action required for completion of seller financing by 5:00 P.M. (Mountain Time) (date) _____
101 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement. This
102 clause shall not be construed to restrict Buyer's right to review a loan estimate granted by governmental regulations.
103

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

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

122
123 **DETECTION DEVICES:** The Property is equipped with the following detection devices:
124 Smoke detector(s)
125 Carbon monoxide detector(s)
126 Other fire detection device(s): _____
127 _____
128

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

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

145
146 **INSPECTION CONTINGENCY:**
147 This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any
148 inspections or advice requested below. Buyer agrees to acquire, at Buyer's own expense, independent
149 inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any
150 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the
151 property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original
152 condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's
153 investigations or inspections, if Buyer does not purchase the property.
154 Home Inspection Review and Approval of Protective Covenants
155 Owner's Property Disclosure Statement Easements
156 Roof Inspection Flood Plain Determination
157 Structural/Foundation Inspection Water Sample Test
158 Electrical Inspection Septic or Cesspool Inspection
159 Plumbing Inspection Mineral Rights Search
160 Heating, ventilation, cooling system - Inspection Radon
161 Stove/Fireplace Inspection Asbestos
162 Pest/Rodent Inspection Wild Fire Risk
163 Well Inspection for Condition of Well and Quantity of Water Legal Advice
164 Accounting Advice Toxic Waste/Hazardous Material
165 Survey or Corner Pins located Underground Storage Tanks
166 Access to Property Sanitary Approval/Septic permit
167 Verification of # of code compliant bedrooms Mold

- 168 Verification of square footage of improvements _____ Verification of lot size _____
- 169 Water Rights _____ Airport Affected Area _____
- 170 Zoning Determination _____ Road Maintenance _____
- 171 Other Any inspections or research deemed necessary by buyer _____

172
 173 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (date)
 174 March 27, 2017, this inspection contingency shall be of no further force or effect. **If Buyer**
 175 **disapproves** of the property condition, Buyer shall deliver written notice to the Seller or the Seller's
 176 Broker/Salesperson on or before the date specified above, together with a copy of that portion of the inspection
 177 or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately
 178 terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a
 179 resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.

180
 181
 182 If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of
 183 no further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions
 184 noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or
 185 before (date) April 3, 2017, the earnest money shall be returned to the Buyer, and the
 186 agreement then terminated.

187
 188 **FINANCING CONTINGENCY:**

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

194
 195
 196 **APPRAISAL CONTINGENCY:**

- 197 Property must appraise for at least the Purchase Price **OR** at least \$purchase price . If the
 198 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest
 199 money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without
 200 regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's
 201 Broker/Salesperson within 10 days of Buyer or Buyer's Broker/Salesperson receiving notice of
 202 appraised value; **OR**
- 203 This agreement is contingent upon the Property appraising for at least the Purchase Price **OR** at least
 204 \$_____. Release Date: _____ .

205
 206 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
 207 satisfaction) of the preliminary title commitment. Release Date: _____ 5 _____ days from Buyer's
 208 or Buyer's representative's receipt of preliminary title commitment.

209
 210 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate
 211 acceptable to the Buyer, hazard insurance on the property. Release Date: March 24, 2017 .

212
 213 **This Agreement is contingent upon** _____

214 _____
 215 _____
 216 _____
 217 _____ Release Date: _____

218 **This Agreement is contingent upon** _____

219 _____
 220 _____
 221 _____
 222 _____
 223 _____ Release Date: _____

214
 215
 216
 217
 218
 219
 220
 221
 222
 223


 Buyer's Initials

224 **ADDITIONAL PROVISIONS:** _____
225 All plumbing, heating, electrical, and appliances are to be in good working order at
226 closing.
227 _____
228 _____
229 _____
230 _____
231 _____
232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____
239 _____
240 _____
241 _____
242 _____
243 _____
244 _____
245 _____

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

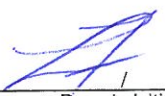
249
250 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be
251 conveyed at time of closing. Year na Make/Model na
252 Serial Number na Title Number na

253
254 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
255 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
256 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
257 Property, except _____
258 _____

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

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

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



Buyer's Initials

279 **CLOSING AGENTS FEES:** Closing agents fee will be paid by Seller Buyer Equally Shared.
280

281 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
282 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
283 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
284 additional owner's title insurance coverage in the form of "Extended Coverage", "Enhanced Coverage" for an additional
285 cost to the buyer. It is recommended that buyer obtain details from a title company.
286

287 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to
288 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements
289 or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of
290 the preliminary title commitment approved by the Buyer.
291

292 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
293 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
294 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to
295 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary
296 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the
297 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"
298 section below.
299

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

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

305 All perpetual SIDs shall be assumed by Buyer.
306

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


- 309 paid off by Seller at closing;
310 assumed by Buyer at closing; OR
311 _____
312

313 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
314 District assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating
315 fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
316 as of the date of closing unless otherwise agreed as set forth in the additional provisions.
317

318 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and
319 tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the
320 Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through
321 inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale
322 remain on the Property.
323

324 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some
325 properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to
326 control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your
327 obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
328

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



Buyer's Initials

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

344
345 **NEWLY CONSTRUCTED RESIDENCE:** See "Newly Constructed Residence Addendum and Disclosure."
346

347 **BUYER'S REMEDIES:**

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

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

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

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

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

356

357 **SELLER'S REMEDIES:**

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

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

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

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

363

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

369

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

376


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

382

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

385

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



Buyer's Initials

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

390
391 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,
392 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
393 determine just.

394
395 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction
396 anticipated by this Agreement is an integral part of this Agreement.

397
398 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the
399 parties' signatures may be used as the original.

400
401 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
402 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
403 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by
404 the Seller and Buyer.

405
406 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when
407 each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete
408 Agreement between the parties.

409
410 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
411 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or
412 property, unless mutual written instructions are received by the holder of the earnest money and things of value,
413 Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or
414 closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a
415 Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to
416 advance the cost and fees required for filing such action.

417
418 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):
419 Lead Based Paint Disclosure Contingency for Sale of Buyer's Property
420 Addendum for Additional Provisions Back-up Offer
421 Multi-Family Disclosure Water Rights Acknowledgement
422 Mold Disclosure Condominium Disclosure/Addendum
423 _____ Newly Constructed Residence Addendum and Disclosure


Buyer's Initials

Seller's Initials

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

427 Darwin George of BHHS Floberg Real Estate
428 (name of licensee) (name of Brokerage company)
429
430 16656 1550 Poly Dr, Billings, MT 59102-1740
431 (licensee's Montana licensee No.) (brokerage company address)
432 darwin@floberg.com (406) 254-1550
433 (licensee email address) (brokerage company phone number)
434 (406) 794-4663
435 (licensee phone number)
436 is acting as Seller's Agent/Salesperson Dual Agent/Salesperson Statutory Broker.
437

438 Darwin George of BHHS Floberg Real Estate
439 (name of licensee) (name of Brokerage company)
440
441 RBS 16656 1550 Poly Dr, Billings, MT 59102-1740
442 (licensee's Montana licensee No.) (brokerage company address)
443 darwin@floberg.com (406) 794-4663
444 (licensee email address) (brokerage company phone number)
445 (406) 794-4663
446 (licensee phone number)
447 is acting as Buyer's Agent/Salesperson Dual Agent/Salesperson Statutory Broker
448 Seller's Agent/Salesperson (includes Seller's Sub-Agent or Salesperson).
449

450 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
451 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement
452 he/she has examined the subject real and personal Property; has entered into this Agreement in full reliance upon
453 his/her independent investigation and judgments; and has read and understood this entire Agreement.
454

455 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
456 forth in the above offer and grant to said Salesperson until (date) March 14, 2017, at noon am pm
457 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
458 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
459 has not accepted by the time specified, this offer is automatically withdrawn.
460

461 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
462 means in accordance with the Montana Uniform Electronic Transaction Act.
463

464 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).
465

466 Buyer's Address: 14 Valley Dr City Billings
467
468 State MT, Zip Code 59101-0243
469

470 Buyer's Name Printed: Lynne Fitzgerald
471

472 Dated this February 23, 2017, at 5 am pm (Mountain Time).
473

474  _____
475 (Buyer's Signature) (Buyer's Signature)

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

477
478 Date: _____ Time _____ am pm By: _____
479 (Signature of person presenting the offer)

480
481 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the terms
482 and conditions herein above stated. I/We acknowledge receipt of a copy of this Agreement bearing my/our
483 signature(s) and that of the Buyer(s) named above.

484 Seller's Address: 100 University Dr City Billings

486
487 State MT, Zip Code _____

488
489 Seller's Name Printed: MT Board of Regents Higher Ed.

490
491 Dated this _____, at _____ am pm (Mountain Time).

492
493 _____
494 (Seller's Signature) (Seller's Signature)

495
496 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**

497
498 I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named
499 above.

500
501 Rejected by Seller _____ / _____ / _____ Modified per Attached Counter _____ / _____ / _____
502 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.

BUY - SELL AGREEMENT (Residential)
(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: February 21, 2017

4 Susan G Baack, Daniel D Gross,

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 64 Mountain View Blvd

9
10 in the City of Billings, County of Yellowstone,

11 Montana, legally described as: PANORAMIC HEIGHTS, S32, T01 N, R26 E, Lot 24

12 _____

13 _____

14 _____

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

24 _____

25 n/a

26 _____

27 _____

28 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
29 are included and shall be transferred by bill of sale: Refrigerator, stove, microwave and dishwasher to
30 stay.

31 _____

32 _____

33 _____

34 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented: water softener
35 water conditioner propane tank satellite dish satellite control alarm system other _____

36 _____

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

40 _____

41 **PURCHASE PRICE AND TERMS:**

42 Total purchase price is One Hundred Thirty-Two Thousand U.S. Dollars

43 (\$ 132,000.00) payable as follows:

44 \$ 1,000.00 earnest money to be applied at closing.

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

46 \$ 131,000.00 balance of the purchase price will be financed as follows:

- 47 Conventional MBOH Seller Financing
- 48 FHA USDA-RD Assumption of Existing Loans
- 49 VA Other Institutional Financing

50 cash offer

51 _____

SJB / DDG
Buyer's Initials

52 **CLOSING DATE:** The date of closing shall be (date) April 4, 2017 (the "Closing Date").
53 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
54 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
55 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement
56 (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without
57 amendment by not more than 10 days to accommodate delays attributable solely to such third party financing
58 including, but not limited to, delays attributable to governmental regulations.

59
60 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:
61 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR
62 on the date of recording the deed or notice of purchaser's interest, OR
63

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

66
67 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of One Thousand
68 U.S. Dollars (\$ 1,000.00) as evidenced by Cash; OR Check,
69 the receipt of which is acknowledged by the undersigned Broker/Salesperson; OR, earnest money to be
70 delivered within 24 hours of accepted offer.

71
72 Darwin George (406) 254-1550
73 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)
74 **To be signed only if in actual receipt of cash or check**

75
76 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall
77 be entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be
78 forfeited.

79
80 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein, that the
81 earnest monies will be deposited or delivered by the Broker/Salesperson listed above within (3) business
82 days of the date all parties have signed the Agreement or _____
83 and such funds will be held in a trust account by First Montana Title

84
85 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: First Montana
86 Title
87 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.

88
89 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
90 portion of the earnest money required to complete the closing of the transaction.

91
92 **FINANCING CONDITIONS AND OBLIGATIONS:**

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

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

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

S/B
Buyer's Initials

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

122
123 **DETECTION DEVICES:** The Property is equipped with the following detection devices:
124 Smoke detector(s)
125 Carbon monoxide detector(s)
126 Other fire detection device(s): _____
127 _____
128

129 **PROPERTY INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Salespersons involved in the
130 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its
131 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings
132 will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or
133 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,
134 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land
135 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,
136 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.
137

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

145
146 **INSPECTION CONTINGENCY:**
147 This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any
148 inspections or advice requested below. Buyer agrees to acquire, at Buyer's own expense, independent
149 inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any
150 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the
151 property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original
152 condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's
153 investigations or inspections, if Buyer does not purchase the property.
154 Home Inspection Review and Approval of Protective Covenants
155 Owner's Property Disclosure Statement Easements
156 Roof Inspection Flood Plain Determination
157 Structural/Foundation Inspection Water Sample Test
158 Electrical Inspection Septic or Cesspool Inspection
159 Plumbing Inspection Mineral Rights Search
160 Heating, ventilation, cooling system - Inspection Radon
161 Stove/Fireplace Inspection Asbestos
162 Pest/Rodent Inspection Wild Fire Risk
163 Well Inspection for Condition of Well and Quantity of Water Legal Advice
164 Accounting Advice Toxic Waste/Hazardous Material
165 Survey or Corner Pins located Underground Storage Tanks
166 Access to Property Sanitary Approval/Septic permit
167 Verification of # of code compliant bedrooms Mold

- 168 Verification of square footage of improvements _____ Verification of lot size _____
- 169 Water Rights _____ Airport Affected Area _____
- 170 Zoning Determination _____ Road Maintenance _____
- 171 Other Any inspections or research deemed necessary by buyer _____

172
173 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (date)
174 March 24, 2017, this inspection contingency shall be of no further force or effect. **If Buyer**
175 **disapproves** of the property condition, Buyer shall deliver written notice to the Seller or the Seller's
176 Broker/Salesperson on or before the date specified above, together with a copy of that portion of the inspection
177 or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately
178 terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a
179 resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.
180

181
182 If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of
183 no further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions
184 noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or
185 before (date) March 28, 2017, the earnest money shall be returned to the Buyer, and the
186 agreement then terminated.
187

188 **FINANCING CONTINGENCY:**

- 189 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this
190 Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing
191 Date this Agreement is terminated and the earnest money will be refunded to the Buyer; **OR**
- 192
- 193 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this
194 Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: _____ .
195

196 **APPRAISAL CONTINGENCY:**

- 197 Property must appraise for at least the Purchase Price **OR** at least \$_____. If the
198 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest
199 money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without
200 regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's
201 Broker/Salesperson within _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of
202 appraised value; **OR**
- 203 This agreement is contingent upon the Property appraising for at least the Purchase Price **OR** at least
204 \$_____. Release Date: _____ .
205

206 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
207 satisfaction) of the preliminary title commitment. Release Date: _____ 5 _____ days from Buyer's
208 or Buyer's representative's receipt of preliminary title commitment.
209

210 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate
211 acceptable to the Buyer, hazard insurance on the property. Release Date: March 23, 2017 .
212

213 **This Agreement is contingent upon** _____
214 _____
215 _____
216 _____

217 _____ Release Date: _____

218 **This Agreement is contingent upon** _____
219 _____
220 _____
221 _____
222 _____

223 _____ Release Date: _____

Buyer's Initials SPB [Signature]

224 **ADDITIONAL PROVISIONS:** _____
225 All plumbing, heating, electrical, air conditioning, appliances, and underground
226 sprinkling system are to be in good working order at closing.

227 _____
228 _____
229 _____
230 _____
231 _____
232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____
239 _____
240 _____
241 _____
242 _____
243 _____
244 _____
245 _____

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

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

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

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

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

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


Buyer's Initials

279 **CLOSING AGENTS FEES:** Closing agents fee will be paid by Seller Buyer Equally Shared.
280

281 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
282 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
283 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
284 additional owner's title insurance coverage in the form of "Extended Coverage", "Enhanced Coverage" for an additional
285 cost to the buyer. It is recommended that buyer obtain details from a title company.
286

287 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to
288 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements
289 or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of
290 the preliminary title commitment approved by the Buyer.
291

292 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
293 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
294 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to
295 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary
296 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the
297 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"
298 section below.
299

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

302 paid off by Seller at closing;

303 assumed by Buyer at closing; OR

304 _____

305 All perpetual SIDs shall be assumed by Buyer.
306

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

309 paid off by Seller at closing;

310 assumed by Buyer at closing; OR

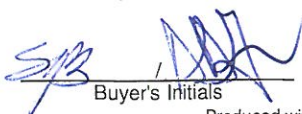
311 _____
312

313 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
314 District assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating
315 fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
316 as of the date of closing unless otherwise agreed as set forth in the additional provisions.
317

318 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and
319 tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the
320 Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through
321 inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale
322 remain on the Property.
323

324 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some
325 properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to
326 control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your
327 obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
328

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


Buyer's Initials

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

344

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

346

347 **BUYER'S REMEDIES:**

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

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

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

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

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

356

357 **SELLER'S REMEDIES:**

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

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

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

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

363

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

369

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

376

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

382

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

385

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


Buyer's Initials

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

390
391 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,
392 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
393 determine just.

394
395 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction
396 anticipated by this Agreement is an integral part of this Agreement.

397
398 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the
399 parties' signatures may be used as the original.

400
401 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
402 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
403 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by
404 the Seller and Buyer.

405
406 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when
407 each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete
408 Agreement between the parties.

409
410 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
411 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or
412 property, unless mutual written instructions are received by the holder of the earnest money and things of value,
413 Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or
414 closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a
415 Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to
416 advance the cost and fees required for filing such action.

417
418 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):
419 Lead Based Paint Disclosure Contingency for Sale of Buyer's Property
420 Addendum for Additional Provisions Back-up Offer
421 Multi-Family Disclosure Water Rights Acknowledgement
422 Mold Disclosure Condominium Disclosure/Addendum
423 _____ Newly Constructed Residence Addendum and Disclosure


Buyer's Initials

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

427 Darwin George of BHHS Floberg Real Estate
428 (name of licensee) (name of Brokerage company)
429
430 RBS 16656 1550 Poly Dr, Billings, MT 59102-1740
431 (licensee's Montana licensee No.) (brokerage company address)
432 darwin@floberg.com (406) 254-1550
433 (licensee email address) (brokerage company phone number)
434 (406) 794-4663
435 (licensee phone number)
436 is acting as Seller's Agent/Salesperson Dual Agent/Salesperson Statutory Broker.

437
438 Darwin George of BHHS Floberg Real Estate
439 (name of licensee) (name of Brokerage company)
440
441 RBS 16656 1550 Poly Dr, Billings, MT 59102-1740
442 (licensee's Montana licensee No.) (brokerage company address)
443 darwin@floberg.com (406) 254-1550
444 (licensee email address) (brokerage company phone number)
445 (406) 794-4663
446 (licensee phone number)
447 is acting as Buyer's Agent/Salesperson Dual Agent/Salesperson Statutory Broker
448 Seller's Agent/Salesperson (includes Seller's Sub-Agent or Salesperson).

449
450 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
451 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement
452 he/she has examined the subject real and personal Property; has entered into this Agreement in full reliance upon
453 his/her independent investigation and judgments; and has read and understood this entire Agreement.

454
455 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
456 forth in the above offer and grant to said Salesperson until (date) March 14, 2017, at 5 am pm
457 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
458 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
459 has not accepted by the time specified, this offer is automatically withdrawn.

460
461 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
462 means in accordance with the Montana Uniform Electronic Transaction Act.

463
464 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

465
466 Buyer's Address: 57 Mountain View Blvd City Billings
467
468 State MT, Zip Code 59101-0236

469
470 Buyer's Name Printed: Susan G Baack, Daniel D Gross

471
472 Dated this 2-21-17, at 11:00 am pm (Mountain Time).

473
474 Susan G Baack Daniel D Gross
475 (Buyer's Signature) (Buyer's Signature)

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

477
478 Date: _____ Time _____ am pm By: _____
479 (Signature of person presenting the offer)

480
481 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the terms
482 and conditions herein above stated. I/We acknowledge receipt of a copy of this Agreement bearing my/our
483 signature(s) and that of the Buyer(s) named above.

484 Seller's Address: 1500 University Dr City Billings ,

485 State MT , Zip Code 59101-0245

486
487 Seller's Name Printed: Mt Board of Regents

488
489 Dated this _____ , at _____ am pm (Mountain Time).

490
491 _____
492 (Seller's Signature) (Seller's Signature)

493
494 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**

495
496 I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named
497 above.

498
499 Rejected by Seller _____ / _____ / _____ Modified per Attached Counter _____ / _____ / _____
500 Seller's Initials Date Seller's Initials Date

501
502
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.