

- 59 C. ASSUMPTION: (Attach Financing Addendum)
60 D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
61 E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
62
63 6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this
64 transaction or for approval to assume the unpaid balance of the existing mortgage within _____ days after the acceptance
65 of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with
66 the Broker and Seller. No more than _____ days after acceptance of the Agreement shall be allowed for obtaining
67 favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time
68 specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.
69
70 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before _____, or
71 within _____ days after _____, whichever is later or this Agreement shall terminate unless an
72 extension of time is mutually agreed to in writing. The closing fee shall be paid by BUYER SELLER shared equally.
73
74 8. **POSSESSION:**
75
76 A. The possession of the Property shall be delivered to Buyer at closing within _____ days after closing or if closed
77 on or before _____. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer
78 at closing \$ _____ per day. If Seller does not deliver possession by the date required in the first sentence
79 of this paragraph, Seller shall pay Buyer \$ _____ per day as **liquidated damages** until possession
80 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
81 B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject
82 to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied
83 with this paragraph. Seller shall remove all debris and personal property not included in the sale.
84 C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In
85 the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)
86 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance
87 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
88 D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.
89
90 9. **SURVEY:** Buyer shall receive a (check ONE) SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set;
91 BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing; WAIVED, no survey required
92 at (Check ONE) BUYER'S expense; SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a
93 current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood
94 zone designation of the Property.
95
96 10. **FLOOD AREA/OTHER:** Buyer may may not terminate this Agreement if the Property requires flood insurance or Buyer may
97 may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.
98
99 11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written
100 commitment for homeowner's insurance within _____ days after acceptance of this Agreement.
101
102 12. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all
103 salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the
104 evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants")
105 which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness,
106 including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children
107 and/or the elderly.
108
109 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental
110 status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.
111
112 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release
113 and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and
114 costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the
115 Property, including Environmental Contaminants. This release shall survive the closing.
116
117 13. **INSPECTIONS: (Check paragraph letter A or B)**
118 A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint) independent of and in
119 addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless
120 noted otherwise or required by lender) by qualified inspectors or contractors selected by Buyer within the following time periods.
121 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.
122
123 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase
124 Agreement. Buyer shall have _____ calendar days beginning the day following the date of acceptance of the Purchase
125 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

(Property Address and/or Initials)