

126 Inspections may include but are not limited to the condition of the following systems and components: heating, cooling,
127 electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and
128 organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at
129 lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:
130 _____
131 _____
132 _____

133 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then
134 Buyer shall have _____ additional calendar days to order, receive and respond in writing to any additional reports.
135

136 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the
137 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that
138 the Inspection Report reveals a **MAJOR DEFECT** with the Property and the Seller is unable or unwilling to remedy the defect to the
139 Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then this Agreement may be
140 terminated by the Buyer or such defect shall be waived by the Buyer and the transaction shall proceed toward closing. Under
141 Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property that would significantly
142 impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly
143 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY
144 DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE
145 A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE
146 REASONABLE.
147

148 **B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY**
149 **ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THE**
150 **AGREEMENT. However, Buyer waives inspections and relies upon the condition of the Property based upon Buyer's own**
151 **examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and**
152 **all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required**
153 **FHA/VA or lender inspections are not included in this waiver.**
154

155 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which will
156 will not be provided at a cost of \$ _____ charged to Buyer Seller.
157 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor
158 replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.
159

160 **14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)**
161

- 162 Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.
163 Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.
164 Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.
165

166 **15. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished an **ALTA 98 Title Insurance Commitment (if available)** or an **ALTA**
167 **92 Title Insurance Commitment in the amount of purchase price** or an **abstract of title continued to date** showing marketable title
168 to the Property in Seller's name. The cost shall be paid by Buyer Seller shared equally Seller to pay owner's policy and
169 **Buyer to pay mortgage policy** other _____.

170 Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects,
171 with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere
172 with Buyer's intended use of the Property. Seller shall order the commitment immediately after mortgage approval
173 other _____.

174 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors
175 affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability,
176 desirability, coverage, and cost of various title insurance coverages and endorsements.
177

178 **16. TAXES: (Check paragraph A, B or C)**
179

- 180 **A.** Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on _____,
181 _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
182
183 **B.** All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current
184 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the
185 Closing Date.
186

187 **For purposes of paragraph A and B:** If the tax rate and/or assessment for taxes assessed in the current year have not been determined
188 at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such
189 proration and credit for due but unpaid taxes, and this shall be a final settlement.

(Property Address and/or Initials)