

RESIDENTIAL PURCHASE CONTRACT

(THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DO NOT UNDERSTAND THIS FORM, SEEK LEGAL ADVICE)



1. PARTIES TO THE CONTRACT – AGENCY CONFIRMATION.

Buyer and Seller acknowledge that the agent _____ IS; _____ IS NOT the limited agent of both parties to this transaction.

INITIALS: Buyer _____ / _____ Seller _____ / _____

Buyer's Legal Name (PRINT) _____

Seller's Legal Name (PRINT) _____

Property legally described as: _____

County _____ City _____ State _____ Zip _____ Parcel ID# _____

Also known as _____

2. PROPERTY SALE CONTINGENCY.

This offer IS contingent upon the Acceptance of a Purchase Contract and/or Close of any property.

Yes _____ | No _____

(If Yes, see attached Property Sale Contingency Addendum which is incorporated into this contract)

3. EARNEST MONEY DEPOSIT.

Earnest Money in the amount of (\$ _____) _____

DOLLARS in the form of:

____ Cash
____ Check
____ Electronic Funds.

Unless otherwise noted herein, earnest money shall be deposited into a trust account of the:

____ Listing Broker
____ Buyer Broker
____ Title Company (enter name of title company) _____

on the next legal banking day after acceptance of this offer. Other Earnest Money Provisions: _____

If an accepted offer and contract to purchase does not close, regardless of the circumstances, both Buyer and Seller must agree in writing prior to release of earnest money or pursuant to court order in accordance with SDCL 36-21A-81.

4. PURCHASE PRICE.

The total purchase price is to be (\$ _____) _____

DOLLARS.

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

5. CLOSING/POSSESSION.

Closing date shall be on _____, or before by mutual agreement with possession to be given at time of closing unless otherwise agreed between the Parties. Seller agrees to maintain the property in a condition comparable to its present condition and agrees that Buyer shall have the opportunity for a personal inspection before closing. Buyer shall have all utilities transferred into their name on or before the day of closing. Seller agrees to maintain all existing insurance coverage on property until time of closing.

Escrow/Settlement Fee and/or title services fee charged by the title/closing company for services provided by the title/closing company shall be paid as follows: Buyer _____% Seller _____%.

6. TITLE.

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

Seller _____%

INITIALS Page 1 of 5:

Buyer _____ / _____

Seller _____ / _____

7. FINANCING.

- _____ This offer is contingent upon Buyer obtaining a:
 _____ VA; _____ FHA; _____ SDHDA; _____ Conventional; _____ or _____ type of loan.
 A letter of Buyer's loan status is attached or will be delivered by _____ (date), or
 this contract at the option of Seller with written notice to Buyer may be voided.
 Upon acceptance of this Contract, Buyer will make application for and diligently and in good faith endeavor to
 secure a loan, pay all application fees, and to sign all financing documents without delay. Buyer reserves the
 right to obtain alternative financing as long as there are no increased costs to Seller. *(If a VA/FHA loan see
 attached FHA Amendatory Clause Form)*
- _____ Cash. This is a cash offer. A letter of verification regarding the availability of funds _____ is attached; _____ will be
 delivered by _____ (date) or this contract, at the option of Seller with written notice to Buyer may
 be voided.
- _____ Assumption (See Addendum)
- _____ Contract for Deed (See Addendum)

8. APPRAISAL.

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

9. SELLER CONCESSION

At closing, Seller will credit to Buyer \$ _____ OR _____ % of the purchase price. The Seller Concession
 may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for
 by the Seller Concessions include, but are not limited to: Buyer's closing costs, loan discount points, loan origination
 fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any
 sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

10. COMPENSATION TO COOPERATIVE BROKER as identified: (Buyer(s) Initial All That Apply) BROKER COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE

_____	_____
Buyer Initial	Buyer Initial

A. Buyer will compensate Buyer's Broker.

_____	_____
Buyer Initial	Buyer Initial

B. Seller's Broker will compensate Buyer's Broker \$ _____ or _____ % of
 the purchase price, plus applicable sales tax, as a term of the buyer's offer. Seller and/or
 any third party to the closing of this property agrees to distribute payment of
 compensation from the transaction.

_____	_____
Buyer Initial	Buyer Initial

C. Seller will compensate Buyer's Broker \$ _____ or _____ % of the
 purchase price, plus applicable sales tax, as a term of the buyer's offer. Seller and/or any
 third party to the closing of this property agrees to distribute payment of compensation
 from the transaction.

11. SURVEY.

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

12. TAXES.

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

13. OWNER OCCUPIED TAX REDUCTION STATUS.

Seller affirms that the property currently ____ DOES QUALIFY; ____ DOES NOT QUALIFY for the owner-occupied tax reduction. If property does qualify and receive the tax reduction status, Seller agrees to wait to apply for another owner occupied status until after the next November 1 following closing.

14. ASSESSMENTS.

Any assessment levied against this property public or private, for improvements completed, or required but not yet completed by date of closing, and not entered into the books of the local assessing authority, will be paid by the Seller unless otherwise specified in this contract.

15. PRORATIONS.

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

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

16. SELLER'S PROPERTY DISCLOSURE STATEMENT.

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

Buyer's Initials:	Yes _____ / _____ No _____ / _____ Does Not Apply _____ / _____
	Reason: _____

17. LEAD-BASED PAINT DISCLOSURE.

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

Buyer's Initials:	Yes _____ / _____ No _____ / _____ Does Not Apply _____ / _____
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18. INSPECTIONS.

Buyer acknowledges that it has been recommended that Buyer(s) engage, at Buyer(s) expense, the services of registered / licensed inspector(s) or a certified professional to inspect the property

Buyer's Acknowledgement:	_____ / _____
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Buyer and Seller understand the purpose of a property inspection is to inform and educate Buyer of conditions, as of the date of inspection(s) and is not designed to be a point of renegotiation of the purchase price.

This offer ____ IS, ____ IS NOT contingent upon Buyer, at Buyer's expense, obtaining a property inspection and report which may include, but not be limited to the physical, structural, mechanical, pest, geological, and environmental contamination conditions relating to a property.

Should the results of any professional inspections performed by a registered / licensed inspector(s) or certified professional not be satisfactory, Buyer shall provide to Seller or Seller's agent, pages from the actual inspection report and addendum detailing any unsatisfactory conditions by (date) _____ at (time) _____ AM / PM at which time both parties will attempt to negotiate a resolution. If Buyer fails to specifically approve or disapprove any

Property Address: _____

inspections within the time specified, the Buyer shall be deemed to have approved and accepted the property in its present condition.

Deadline to complete negotiation, if any, following inspection(s): (date)_____ at (time)_____ AM / PM. At any point prior to the negotiation settlement deadline, the Buyer may choose to waive their inspection contingencies in writing. If no written agreement can be reached on this matter between Buyer and Seller, this contract shall be deemed null and void in its entirety.

19. HOME PROTECTION PLANS.

Buyer and Seller have been informed that home protection plans are available.

Buyer / Seller elect _____ to purchase; _____ to waive a home protection plan and the cost of the plan, plus appropriate sales tax, to be paid for as follows _____ with a cost not to exceed \$ _____. The plan with the following options _____ will be issued by _____ (company) and ordered by _____, who may receive a fee on the sale of a home protection plan.

20. AGREEMENT TO MEDIATE.

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

INITIALS:	Buyer _____ / _____	Seller _____ / _____
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Any dispute or claim arising out of or relating to this contract, within one year of the closing date, shall be submitted to mediation in accordance with the rules and procedures of the Dispute Resolution System. _____ Yes; _____ No.

Any costs of mediation will be shared equally between Buyer(s) and Seller(s).

INITIALS:	Buyer _____ / _____	Seller _____ / _____
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21. OTHER PROVISIONS.

22. ADDENDA TO THIS CONTRACT.

The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state.

23. INFORMATION DISCLOSURE.

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

24. ENTIRE AGREEMENT.

This constitutes an offer to purchase the described property. This Purchase Contract, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire contract between Buyer and Seller, and supersedes any other written or oral agreements between Buyer and Seller. This Purchase Contract can be modified only in writing signed by the Buyer and Seller. Buyer hereby acknowledges a receipt of a copy of this contract.

Property Address: _____

25. TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dated _____ at (time) _____ AM / PM

Contract is void if not accepted/countered by Seller by (date) _____ at (time) _____ AM / PM

Buyer: _____

Buyer: _____

On this date _____ at _____ AM / PM the forgoing offer is:

Seller's Initial
Indicate:

ACCEPTED _____ / _____

REJECTED _____ / _____

COUNTERED _____ / _____

(It is recommended any revision or change to this contract must be written on a Counter Offer form or Addendum.)

Seller: _____

Seller: _____

Agent Information

(The following is for informational purposes only)

Buyer's Agent: _____

Seller's Agent: _____

Buyer Agent's Company: _____

Seller Agent's Company: _____

Buyer Agent's Phone Number: _____

Seller Agent's Phone Number: _____

Buyer Agent's Email: _____

Seller Agent's Email: _____