

# REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This contract stipulates the terms of sale of property. Read carefully before signing (including information on page 2). This is a legally binding contract. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

\_\_\_\_\_, Idaho \_\_\_\_\_ 20\_\_\_\_

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_, Idaho legally described as: \_\_\_\_\_

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HERE OF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

**EARNEST MONEY.**

- (a) Buyer hereby desposits as earnest money and receipt is hereby acknowledged of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) evidenced by:  Cash  Personal Check  Cashiers Check  Note Due  or \_\_\_\_\_
- (b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by  Listing Broker  Selling Broker  Other \_\_\_\_\_ for the benefit of the parties hereto, and \_\_\_\_\_ (Broker) shall hold the completely executed broker's copy of this agreement and is responsible for the closing.
- (c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs shall be refunded to Buyer in the event the financing contemplated herein by Buyer is not obtainable.
- (d) The parties agree that \_\_\_\_\_ Title Company shall provide said title policy and preliminary report of commitment and the "closing agent" for this transaction shall be \_\_\_\_\_. If a long-term escrow / collection is involved, then the escrow holder shall be \_\_\_\_\_.

**1. TOTAL PURCHASE PRICE IS \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) payable as follows:**

- a. \$ \_\_\_\_\_ Cash down, including above Earnest Money (Closing costs are additional).
- b. \$ \_\_\_\_\_ Balance of the purchase price (M.I.P. not included).

**2. FINANCING.** This agreement is contingent upon Buyer qualifying for:

FHA  VA  Conventional  IHA. Purchase loan balance as noted above for a period of \_\_\_\_\_ years at \_\_\_\_\_ % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than \_\_\_\_\_ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed \_\_\_\_\_.  
 Buyer to ASSUME and  will  will not be required to qualify for an EXISTING LOAN(S) of approximately \$ \_\_\_\_\_ at no more than \_\_\_\_\_ % with monthly payments of approximately \$ \_\_\_\_\_.     This agreement  is  is not contingent upon Lender releasing Seller's liability. Type of loan \_\_\_\_\_.

Buyer shall apply for such loan or assumption within three banking days after Seller's acceptance of this agreement.

OTHER FINANCING, TERMS & CONDITIONS: \_\_\_\_\_

**3. THIS AGREEMENT  is  is not CONTINGENT upon sale and closing of \_\_\_\_\_ on or before \_\_\_\_\_ listed with \_\_\_\_\_ (If a contingency is noted please read applicable conditions in Paragraph #16 on page 2. NOTE: Any waiver by the Buyer under this section will be a waiver of ALL contingencies, including financing.)**

**4. ITEMS SPECIFICALLY INCLUDED IN THIS SALE:** (if FHA / VA financing is sought see Item #15 on page 2.): \_\_\_\_\_

**5. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** \_\_\_\_\_

**6. COSTS PAID BY:** Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.  
 Yes  No. Purchaser's Extended Coverage Title Policy requested. Additional premium paid by \_\_\_\_\_. See item #17 on page 2.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect Septic	City/County Code Inspect. if required	Contract and/or Document Prep.	Closing Agent's Fee	Long Term Escrow Fees	Lender or Code Repairs	Title Insurance
BUYER										
N/A										
SELLER										
SHARE EQUALLY										

Cost of lender or code repairs not to exceed \$ \_\_\_\_\_. Discount points to be paid as agreed on line 29 and 30. SELLER UNDERSTANDS that as a result of any city or county inspection HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED UNDER THIS AGREEMENT.

**7. POSSESSION.** Buyer shall be entitled to possession on  closing  other \_\_\_\_\_. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be prorated as of \_\_\_\_\_. Buyer shall pay for fuel in tank, amount to be determined by the supplier a Seller's expense.

**8. CLOSING.** On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale. The closing date shall be no later than \_\_\_\_\_.

**9. ACCEPTANCE.** Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of \_\_\_\_\_. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand. Seller's counter offer (if any) is made subject to the acceptance of Buyer on or before 12:00 o'clock midnight of \_\_\_\_\_. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

**10. SELLER'S PROPERTY DISCLOSURE FORM.** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure Form" or other acceptable form prior to signing this agreement:  Yes  No  N/A

**11. LEAD PAINT DISCLOSURE.** Buyers have been informed if lead paint issue is applicable:  Yes  No  N/A

**12. DEFAULT AND ATTORNEY'S FEES.** If Seller executes this agreement, and title to said premises is marketable and insurable and the Buyer neglects or refuses to comply with the terms or any conditions of sale within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money shall be forfeited and considered as liquidated damages to Seller, and Buyer's interest in the premises shall be immediately terminated. The broker shall pay from said Earnest Money the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred in connection with this transaction and the remainder shall be apportioned one-half to the Seller and one-half to the broker, provided the amount to broker does not exceed the agreed commission. Such forfeiture and acceptance by Seller and broker of the Earnest Money as liquidated damages does not constitute a waiver of other remedies available to Seller and broker.

In the event of default by either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

In the event of a dispute between the parties as to the Earnest Money deposited hereunder by Buyer, the Broker, Holding the Earnest Money deposit may file an interpleader action in a court of competent jurisdiction to resolve any such dispute between the parties. The Buyer and the Seller authorize the Broker holding the Earnest Money deposit to utilize as much of the Earnest Money deposit as may be necessary to advance the costs and fees required for filing of any such action.

Buyer's Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

13. **INCLUDED ITEMS.** All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built in and "drop in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
14. **FINANCING REQUIREMENTS.** If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefore within three (3) banking days after Seller's acceptance of this agreement. If VA or FHA financing is contemplated additional provisions pertaining thereto may be attached to and are thereby incorporated herein by reference.
15. **FHA / VA.** If this agreement is contingent upon Buyer obtaining FHA or VA financing, Buyer and seller agree that, notwithstanding any other provisions of this contract. Buyer shall not be obligated to complete the purchase of the property described herein unless Buyer has received a written statement issued by the FHA or VA as applicable setting forth an appraised value of the property (excluding closing costs) equal to or greater than the purchase price herein. The Buyer may, nevertheless, at his sole discretion proceed under the terms of this agreement provided he shall agree to pay in cash the difference between the asking price stated herein and the appraised value. Buyer shall in either circumstance be obligated to pay normal closing costs attributable to Buyer including but not limited to credit report fees and other loan charges. **The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself / herself that the price and the condition of the property are acceptable.**

It is agreed that any item included in Paragraph #4 is of nominal value less than \$100.

Seller understands that in order for a Buyer to finance through FHA, VA or a conventional lender, those agencies may require that the property comply with the housing code and other governmental requirements of the city or county in which it is located, and may require other inspections. Seller authorizes the selling agent herein to request a City Code Compliance inspection. Seller agrees to pay, in advance, upon request of agent, costs of any of the above inspections.

16. **CONTINGENCY CLAUSE.** If Buyer's offer is contingent upon certain specified conditions occurring, as specified in Item #3 of this agreement, Seller shall have the right to continue to offer the herein property for sale and to accept offers until such time as said contingencies have been satisfied or waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer three banking days written notice of such offer. In the event Buyer does not waive or satisfy the contingencies in writing within the three-day period, then this Agreement shall be terminated and all deposits returned to Buyer less customary Buyer's costs. In the event Buyer does waive or satisfy the contingencies then Buyer shall proceed to purchase the property under the remaining terms and conditions of this Agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given and the three days shall commence on the earlier personal delivery of notice to the Buyer or his agent or two days following the date of mailing evidenced by the postmark envelope containing such notice. Notice shall expire at midnight on the third banking day after notice. All notices shall be sent to the addresses shown on the front page of this agreement. This section shall apply . This section shall not apply .
- NOTE: Any waiver by the Buyer under this section will be a waiver of ALL contingencies, including financing.

17. **TITLE INSURANCE.** The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) days from receipt of the commitment or until 24 hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not so object, the Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, the earnest money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any.

18. **EXTENDED COVERAGE TITLE POLICY.** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against property for payment of some debt or obligation), boundary disputes, claims of easement, and other matters or claims if they are not of public record at time of closing. However, under Idaho law, such potential claims against the property may have become legal obligation before the purchase of the home and yet may not be of public record until after the purchase. For example, Idaho law allows workmen who have built a new home or repaired or remodeled an existing one to file liens against that property for a period of time after they last worked on the home. The debt in such cases will become a lien or claim against the property itself and, if not paid by the Seller, must be paid by the Buyer to protect the equity in the home. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium in addition to the premium for extended coverage title policy, there may be other costs involved (i.e., survey, additional closing fees). Such a policy may protect the Buyer against problems such as the above. Of course, even an "extended coverage" policy contains exclusions and will not insure against all potential problems or risk involved in buying property. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage is offered. Only the policy itself can tell exactly what type of coverage is offered, so contact a title insurance company for particulars.

19. **TITLE CONVEYANCE.** Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by Buyer or to which title is taken subject to, exists unless otherwise specified herein on page 1 of this agreement under OTHER FINANCING, TERMS & CONDITIONS.

20. **RISK OF LOSS.** Prior to closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this agreement shall be voidable at the option of the Buyer.

21. **INSPECTION.** The Buyer hereby acknowledges further that he has not received or relied upon any statements or representation by the broker or his representatives or by the Seller which are not herein expressed. The Buyer has entered into this agreement relying solely upon information and knowledge obtained from his own investigation or personal inspection of the premises. This agreement constitutes the whole agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth.

22. **FACSIMILE TRANSMISSION.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

23. **REPRESENTATION CONFIRMATION.**  
In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) \_\_\_\_\_ for the BUYER. 148

Selling broker acted as a(n) \_\_\_\_\_ for the BUYER. 149

In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) \_\_\_\_\_ for the SELLER. 151

Selling broker acted as a(n) \_\_\_\_\_ for the SELLER 152

Listing Agency: \_\_\_\_\_ Selling Agency: \_\_\_\_\_ 153

By: \_\_\_\_\_ Phone: \_\_\_\_\_ By: \_\_\_\_\_ Phone: \_\_\_\_\_ 154

Buyer: \_\_\_\_\_ Buyer's Address: \_\_\_\_\_ 155

Buyer: \_\_\_\_\_ Buyer's Phone: Residence \_\_\_\_\_ Business \_\_\_\_\_ 156

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller and

the undersigned further agrees to pay a total brokerage fee of \_\_\_\_\_ to the above named Broker(s) 158

for services. Brokerage fee will be paid in cash unless otherwise agreed in writing. 159

I/We further acknowledge receipt of a true copy of this agreement signed by both parties. 160

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller's Address: \_\_\_\_\_ 161

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller's Phone: Residence \_\_\_\_\_ Business \_\_\_\_\_ 162

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. 164

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ 165