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REAL ESTATE

HeritageRealEstateUtah.Com

Buyers Packet



Buyers Packet Instructions:

This packet was designed to aid you in your real estate efforts. It contains the majority of forms that are commonly used in a real estate transaction where you represent the buyers. Please read all forms carefully and thoughtfully consider the accuracy of all documentation as you advise your clients through the purchase process. Not all forms required in every purchase are contained within this packet. Please visit **www.UtahRealEstate.com** for all other forms that may be necessary to successfully and accurately protect and serve your clients best interests.

Completed Buyers Packet:

When the packet is fully completed with all necessary signatures and information please Email the entire packet (in one complete email) to your branch broker. Once your packet has been reviewed and authorized by your branch broker your commission checks may then & only then be authorized by your broker and paid. Without a completed & authorized buyer's packet, you will not be paid any portion of your commissions. It is in your best interest to send this packet to your Broker as soon as possible so that they have sufficient time to review your file and recommend any necessary revisions prior to your transaction closing. Please send packet to **jefflee.heritageutah@gmail.com**.

Direct Deposit Paychecks:

Once your file has been approved by your branch Broker they will then authorize payroll to directly deposit your paycheck directly into your personal checking or savings account. Note: If heritage does not have your completed Direct Deposit Authorization Agreement with attached voided check, you will not be paid. Heritage does not cut paper checks, and will only authorize payment through means of direct deposit. (See "New Agent Packet")

Earnest Money Deposits:

Heritage Real Estate as a policy does not hold Earnest money funds. Please have all Earnest money funds deposited according to Utah state law (R162-4.2.1.2) within 3 days from acceptance. For most efficient payment of commissions see that Earnest money deposits are made with the Title Office that is closing your client's side of the transaction. Note: Your buyers must make the decision of where the earnest money is to be deposited, and an addendum MUST be written with the language of "EM to be deposited with (name) Title Company in accordance with Utah State Law", or you may loose your license. Remember to ALWAYS get a receipt from the title office when you drop off the EM! Remember to always sign the first page of the REPC when collecting EM from your client, and IMMEDIETLY give it to the title company authorized by your client.

Resources:

Legal Hotline: (801) 266-1366
W.F.R.M.L.S. Tech Support: (801) 486-0390
SLC Board of Realtors: (801) 486-4465
Technology Hotline: (866)-829-1438

Mortgage Fraud Hotline: (801) 303-0700
Risco Keypad & Lockbox: (800) 929-0193
Utah Div. or Real Estate: (801) 530-6749



Buyer File Checklist

Please Initial Next To Each Completed Item (Or write N/A where Not Applicable)

- **Completed Buyer File Cover Page-** (Give the Title Office a copy or you will not be paid.)
- **Completed Buyer File Checklist-** (This page)
- **Completed Servicing the Buyer Checklist**
- **Completed Utah State Regulatory Compliance Fee Form**
- **Buvers Agency Agreement**
- **Limited Agency Agreement and Agency Disclosure-**(Only if you are representing both the Buyer and the Seller)
- **Buyer Due Diligence Checklist**
- **Commission Reduction Form-** (Only if you have agreed to reduce your commission)
- **Copy of the MLS Listing-** (Photocopy of the Full MLS Listing)
- **Copy of Earnest Money Receipt From Title Company-** (Give the Title Company a copy of the Buyer File Cover Page.)
- **Get A Home Inspection Form**
- **REPC with ALL pages Initialed and Signed**
- **All Addendums In Order-** (An addendum must state “EM to be deposited with (name) Title Company in accordance with Utah State Law”)
- **Sellers Disclosures Signed By The Buyer**
- **Lead Based Paint Addendum And Disclosures-** (Only if the property was built prior to 1978)
- **Transaction Document Receipt**
- **Copy of the HUD 1 Settlement statement from closing**
- **By Signing here I am certifying that I have done each of the following:**

Faxed or Emailed to Heritage Real Estate all accepted, rejected, and cancelled offers for this client.
Fulfilled my Full Fiduciary duty to my client by keeping their best interest in mind at all times, advised my clients to get a home inspection and warranty to protect them, and Disclosed everything to my client.
Communicated in Writing all information as often as possible to protect your client, yourself, & Heritage.
Reviewed this entire packet before submitting it to your Broker for complete accuracy and completion.

Agent: _____ Date: _____



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Title Officer Wire and Fee Instructions
(Title Officer Please READ and FILL OUT the Fields Below)

1. Utah State Regulatory Compliance Fee:

The buyer or agent has agreed to pay Heritage Real Estate a \$250, 3 year utah state regulatory compliance fee. Please add this \$250 fee to the HUD-1 statement as "Utah State Regulatory Compliance Fee".

2. Wire Information:

Please complete the following information:

Total Wire Amount (Commission + \$250 fee) \$: _____ Date Wired: _____

Bank Wired From: _____

Wire Completed By: _____ (Print Name)

3. Utah State Regulatory Compliance Fee: Wire Instructions:

Heritage Real Estate accepts ONLY wire transfers for commission checks. If you have more than one file for Heritage, Do Not combine commissions into one wire. Please wire to the following account:

Brokerage: Heritage Real Estate LLC
Routing Number: 124001545

Bank: Chase Bank
Account Number: 903254324

4. Fax:

After the wire is complete please FAX this form & the HUDS to both 1-866-767-8748 and the Agent.

Heritage Agent- You must give a copy of this completed form to the Title Office before the closing. Complete all the fields below. To get your commission Heritage must have this form along with the HUDS faxed to us. Heritage prohibits any alteration of the written instructions by anyone other than the principal broker.

Client Name: _____ Client Source: _____ Purchase Price: _____

Property Address: _____ Total Purchase Price (\$) _____

Principal Broker: _____ Total Commission Amt. (\$) _____

Associate Broker or Sales Agent: _____

Commission Paid By Principal Broker to Associate Broker or Sales Agent (\$) _____

Closing Date: _____ Seller Name: _____ Buyer Name: _____

Listing Agent: _____ Brokerage: _____ Phone: _____



Servicing The Buyer Checklist

Buyers Agent Checklist- Please Check each item below indicating that you have remedied and addressed that item as you have served your client as their buyers agent.

Buyers Agent : _____ **Buyer/s:** _____

- Delivered signed copies of all contracts & Addendums to Buyer
- Fax or Email a complete Buyers Packet to Heritage.
- Deliver Earnest money to Title Office
- Verify your buyer has applied and been approved for a loan
- Send copies of all paperwork to Loan Officer & Title Officer
- Obtain the Sellers Disclosures and have your Buyer sign the Transaction Document Receipt Form! Remember the Sellers Disclosures include all of the following:
 - Sellers Property Disclosure Form
 - PR
 - Leases pertinent to the property
 - C.C.&R's
 - Any other Documents pertinent to the equitable rights of the Property i.e. Septic/Well certifications
- Make regular contact with Buyer, Lender, Title Company, Listing Agent
- Conduct all negotiations in Writing on a signed addendum.
- If Applicable, Insure "Loan Denial" letter is faxed by deadline
- Order Home Inspection
- Order any other Inspections deemed necessary by the buyer.
- Send copies of all Inspection reports to your buyer & the Listing Agent
- Prepare and negotiate necessary repair addendums in Writing
- Arrange walk through or secure a written waiver from your buyer
- Eliminate all contingencies in writing
- Obtain all deadline extensions in writing
- Coordinate settlement with Buyer, Closing Officer, & Listing Agent
- Remind buyer to bring to closing the following:
 - Any funds required by lender (Certified Funds/Checks)
 - Drivers License
 - Verification of Homeowners Insurance
- Arrange for the delivery of keys to your buyer with/from the Listing Agent
- Remind buyer to arrange for timely transfer of all utilities into their names
- Attend Settlement

Prepare follow up plan to maintain and enhance your working relationship with your buyer! Remember the average homeowner moves every 7 yrs.



Earnest Money Receipt

This Form was developed to serve as PROOF that you delivered the Earnest Money to the Title Company within the timelines established law. It will serve as a protection for you in the instance that questions arise to your handling of the Earnest monies.

Purchased Property Address: _____ MLS#: _____

Heritage Agent: _____ Phone: _____

Email: _____ Fax: _____

Buyers Names: _____ Phone: _____

Listing Agent: _____ Phone: _____

Email: _____ Fax: _____

Sellers Names: _____ Phone: _____

Title Office Receipt & Instructions:

- The Buyer and Seller have agreed in writing to have the Earnest Money held in a State approved, non interest bearing, Real Estate Trust Account at your Title Office.
- The accepted REPC addendum for this transaction states “EM to be deposited with (_____) Title Company in accordance with Utah State Law”.
- The Earnest Money check from the Buyer is written out to your Title Company’s Real Estate Trust Account.

I certify that I (_____) (Heritage Real Estate Agent) delivered (\$ _____) earnest money for the transaction address listed above to (_____) (Name of Escrow Officer) of (_____) (Name of Title Company) on (_____) (Date of Delivery).

X _____ (Signature of Heritage R.E. Agent)

X _____ (Signature of Title Officer)

BE SURE TO GIVE COPIES TO TITLE, LISTING AGENT, LENDER & BUYER!



Commission Reduction Form

(Only required when you are reducing YOUR commission. The form must be signed by the Listing Broker & Agent, and the Buyers Broker & Agent.)

Property Address: _____ MLS# _____

Seller: _____

Listing Broker: _____ Listing Agent: _____

Buyer: _____

Buyers Broker: _____ Buyers Agent: _____

Total Commission to be paid by Seller at Closing: \$ _____

OR

Total Percentage of sales price: _____ %

Total Percentage to Selling Brokerage: _____ (%) OR Total Dollar Amount: (\$) _____

Total Percentage to Listing Brokerage: _____ (%) OR Total Dollar Amount: (\$) _____

Buyers Agent Signature: _____ Date: _____

Buyers Broker Signature: _____ Date: _____

Listing Agent Signature: _____ Date: _____

Listing Broker Signature: _____ Date: _____



Release of Earnest Money Form

(Only the party that is Not receiving the Earnest Money should sign this document. There is no need for the party that is receiving the Earnest Money to sign the form.)

I _____ (Print name) do hereby release the earnest money deposited in _____ Trust Account in the sum of \$_____. In connection with the Real Estate Purchase/sale of the property located at: _____.

This money is to be released to the _____ (Buyer or Seller)
Whose name is _____ (Print name).

➤ Signature of Buyer or Seller (Not) receiving the Earnest Money:
_____ Date: _____

➤ Signature of Buyer or Seller (Not) receiving the Earnest Money:
_____ Date: _____



HERITAGE
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\$250 UTAH REAL ESTATE
REGULATORY COMPLIANCE FEE

Utah State Law requires that all Real Estate transactions be documented and stored for the period of 3 years for review and analysis by the Brokerage, and the State of Utah.

All documentation associated with your Real Estate Transaction will be converted into a digital format and then electronically stored a period of 3 years for analysis, audit or investigation by the Utah Division of Real Estate. During this time period Heritage Real Estate will provide full access to the digital files associated with your transaction. After 3 years all digital copies stored for the above mentioned purposes will be destroyed.

The 3 Year Utah Real Estate Regulatory Compliance Fee which entails the service and storage of your Real Estate Transaction carries with it a charge of \$150. This Compliance Fee will be clearly stated on your HUD-1 Settlement statement under your real estate fees section. This fee is not included in your sales commission agreement. By signing the form below you acknowledge that you have been informed of this service provided by Heritage Real Estate and its Brokers and agree to pay the \$150 Utah State Regulatory Compliance Fee.

Client Name (printed): _____

Client Signature: _____ **Date:** _____

For Your Protection: Get a Home Inspection

Name of Buyer (s) _____

Property Address _____

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems;
- identify items that need to be repaired or replaced; and
- estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- estimate the market value of a house;
- make sure that the house meets FHA minimum property standards/requirements; and
- make sure that the house is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

_____ I/We choose to have a home inspection performed.

_____ I/We choose not to have a home inspection performed.

X

Signature & Date

X

Signature & Date

TRANSACTION DOCUMENTS RECEIPT

PLEASE COMPLETE THIS FORM EACH TIME YOU DELIVER DOCUMENTS!

This TRANSACTION DOCUMENTS RECEIPT applies to the Real Estate Purchase Contract with an Offer Reference Date of _____ entered into by and between _____ as Seller and _____ as Buyer regarding Property located at _____ (the "Property")

THE FOLLOWING DOCUMENTS HAVE BEEN RECEIVED OR DELIVERED AS SHOWN BELOW

Initials of person receiving documents

- [] Unrepresented Buyer Disclosure [] Buyer-Broker Agreement [] Listing Agreement [] Limited Agency Consent Agreement [] For Sale By Owner Commission Agreement
- [] Copy of the Real Estate Purchase Contract (including addenda) signed by the Buyer and the Seller
- [] Seller's Property Condition Disclosure Form [] Buyer Due Diligence Checklist
- [] Lead Based Paint Disclosure and Acknowledgement [] EPA Lead Based Paint Pamphlet
- [] Commitment for Title Insurance No. _____, issued by _____
- [] CC&R's for the _____ [] Condominiums [] Subdivision
- [] Homeowner's Association [] Budget [] Financial Statement [] Minutes
- [] Leases affecting the Property [] Copy of Property Management Contract(s) affecting the Property
- [] Copies of Water Certificates/Water Shares
- [] Inventory List of Personal Property
- [] Survey Map dated _____ prepared by _____
- [] Property Inspection Report dated _____ prepared by _____
- [] Written Notice of Appraised Value By _____ (Lender/Appraiser)
- [] Written notice of objections based on Buyer's Due Diligence
- [] Written Notice of Cancellation of Contract by [] Buyer [] Seller
- [] Other (Describe): _____

(SIGN BELOW & INITIAL ABOVE NEXT TO DOCUMENTS THAT HAVE BEEN CHECKED)

A. ***I HAVE INITIALED NEXT TO THE BOXES CHECKED ABOVE***, and I have signed where indicated below acknowledging my receipt of each of the documents checked above.

Signature of [] Seller [] Seller's Agent [] Buyer [] Buyer's Agent [] Other _____

(Signature) (Date) (Time) (Signature) (Date) (Time)

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**EXCLUSIVE BUYER-BROKER AGREEMENT & AGENCY
DISCLOSURE**

**THIS IS A LEGALLY BINDING CONTRACT. - READ CAREFULLY BEFORE SIGNING.
DESIGNATED AGENCY BROKERAGE**



THIS EXCLUSIVE BUYER-BROKER AGREEMENT is entered into on this _____ day of _____, _____, by and between Heritage Real Estate (the "Company") and _____ ("Buyer")

1. TERM OF AGREEMENT. The Buyer hereby retains the Company, including _____ (the "Buyer's Agent") as the authorized agent for the Company, starting on the date listed above, and ending at 5:00 P.M. (MST) on the _____ day of _____, _____, or the closing of the acquisition of a property, which ever occurs first (the "Initial Term"), to act as the **EXCLUSIVE** Buyer's Agent in locating and/or negotiating for the acquisition of a property in _____ County, Utah. During the Initial Term of this Exclusive Buyer-Broker Agreement, and any extensions thereof, the Buyer agrees not to enter into another buyer-broker agreement with another real estate agent or brokerage.

2. BROKERAGE FEE. If, during the Initial Term, or any extension of the Initial Term, the Buyer, or any other person acting in the Buyer's behalf, acquires an interest in any real property, the Buyer agrees to pay to the Company a brokerage fee in the amount of \$ _____ or _____% of the acquisition price of the property. If the property acquired by the Buyer is listed with a brokerage, the selling commission paid to the Company by the listing brokerage shall satisfy the Buyer's obligation for the brokerage fee shown above provided that the brokerage fee is not less than the amount shown above. If the brokerage fee is less than the amount shown above, Buyer will pay the difference at closing. If the property is not listed with a brokerage, in the absence of a commission agreement with the owner of the selected property, the brokerage fee shown above shall be paid by the Buyer. Unless otherwise agreed to in writing by the Buyer and the Company, the brokerage fee shown above shall be due and payable on: (a) if a purchase, the date of recording of the closing documents; (b) if a lease, the effective date of the lease, or (c) if an option, the date the option agreement is signed. If the transaction is prevented by default of Buyer, the compensation shall be immediately payable to the Company.

3. PROTECTION PERIOD. If within _____ months after the termination or expiration of this Exclusive Buyer-Broker Agreement, Buyer or any person acting on the Buyer's behalf, enters into an agreement to purchase, exchange for, obtain an option on, or lease any property located for Buyer by Buyer's Agent or the Company, or on which Buyer's Agent negotiates in Buyer's behalf during the Initial Term, Buyer agrees to pay to the Company the brokerage fee referenced in Section 2.

4. BUYER REPRESENTATIONS/DISCLOSURES. THE BUYER WARRANTS THAT THE BUYER HAS NOT ENTERED INTO ANY OTHER BUYER-BROKER AGREEMENT WITH ANY OTHER BROKERAGE THAT IS STILL IN FORCE AND EFFECT. The Buyer will: (a) in all communications with other real estate agents, notify the agents in advance that the Buyer has entered into this Exclusive Buyer-Broker Agreement with the Company; (b) furnish the Buyer's Agent with relevant personal and financial information to facilitate the Buyer's ability to acquire a property; (c) exercise care and diligence in evaluating the physical and legal condition of the property selected by the Buyer; (d) hold harmless the Company and the Buyer's Agent against any claims as the result of any injuries incurred while inspecting any property; (e) upon signing of this Exclusive Buyer-Broker Agreement, personally review and sign the Buyer Due Diligence Checklist form; and (f) disclose to the Buyer's Agent all properties in which the Buyer, as of the date of this Exclusive Buyer-Broker Agreement, is either negotiating to acquire or has a present interest in acquiring.

5. AGENCY RELATIONSHIPS. By signing this Exclusive Buyer-Broker Agreement, the Buyer designates the Buyer's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Buyer to locate properties for the Buyer's consideration and review. The Buyer authorizes the Buyer's Agent or the Broker to appoint another agent in the Company to also represent the Buyer in the event the Buyer's Agent or the Broker will be unavailable to service the Buyer. As agents for the Buyer, the Buyer's Agent and the Broker have fiduciary duties to the Buyer that include loyalty, full disclosure, confidentiality, and reasonable care. The Buyer understands, however, that the Buyer's Agent and the Broker may now, or in the future, be agents for a Seller who may have a property that the Buyer may wish to acquire. Then the Buyer's Agent and the Broker would be acting as Limited Agents - representing both the Buyer and seller at the same time. A Limited Agent has fiduciary duties to both the Buyer and the seller. However, those duties are "limited" because the agent cannot provide to both parties undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the Buyer will offer, or the lowest price the seller will accept. **THE BUYER IS ADVISED THAT NEITHER THE BUYER NOR THE SELLER IS REQUIRED TO ACCEPT A LIMITED AGENCY SITUATION IN THE COMPANY, AND EACH PARTY IS ENTITLED TO BE REPRESENTED BY ITS OWN AGENT.** If Limited Agency is agreed to below; (a) the Buyer authorizes the Buyer's Agent and the Broker to represent both the Buyer and the Seller as Limited Agents when the Buyer's Agent and the Broker also represent the Seller of the Property the Buyer desires to acquire; (b) the Buyer further agrees that when another agent in the Company represents the Seller, that agent will exclusively represent the Seller, the Buyer's Agent will exclusively represent the Buyer, and the Broker will act as Limited Broker. **IN EITHER EVENT, IF LIMITED AGENCY IS AGREED TO BELOW, THE BUYER AND THE SELLER WILL BE REQUIRED TO SIGN A SEPARATE LIMITED AGENCY CONSENT AGREEMENT AT THE TIME THE LIMITED AGENCY SITUATION ARISES.** INITIAL APPLICABLE BOX: [] I AGREE TO LIMITED AGENCY; OR [] I DO NOT AGREE TO LIMITED AGENCY.

6. PROFESSIONAL ADVICE. The Company and the Buyer's agent are trained in the marketing of real estate. Neither the Company nor the Buyer's Agent are trained or licensed to provide the Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY, including, but not limited to: past or present compliance with zoning and building code requirements; the condition of any appliances; the condition of heating/cooling, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; the location of property lines; and the exact square footage or acreage of the property. AS PART OF ANY WRITTEN OFFER TO PURCHASE A PROPERTY, THE COMPANY STRONGLY RECOMMENDS THAT THE BUYER ENGAGE THE SERVICES OF APPROPRIATE PROFESSIONALS TO CONDUCT INSPECTIONS, INVESTIGATIONS, TESTS, SURVEYS, AND OTHER EVALUATIONS OF THE PROPERTY AT THE BUYER'S EXPENSE. IF THE BUYER FAILS TO DO SO, THE BUYER IS ACTING CONTRARY TO THE ADVICE OF THE COMPANY.

7. DISPUTE RESOLUTION. The parties agree that any dispute related to this Exclusive Buyer-Broker Agreement, arising prior to or after the acquisition of a property, shall first be submitted to mediation through a mediation provider mutually agreed upon by the Buyer and the Company. If the parties cannot agree upon a mediation provider, the dispute shall be submitted to the American Arbitration Association. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Exclusive Buyer-Broker Agreement shall apply.

8. ATTORNEY FEES. Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Exclusive Buyer-Broker Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Buyer's employment of the Company under this Exclusive Buyer-Broker Agreement (whether before or after the acquisition of a property), the Buyer agrees to indemnify the Company and the Buyer's Agent from all costs and attorney fees incurred by the Company and/or the Buyer's Agent in pursuing and/or defending such action.

9. BUYER AUTHORIZATIONS. Buyer authorizes the Company and/or Buyer's Agent to disclose after closing to each MLS in which the Company participates (consistent with the requirements of each such MLS), the final terms and sales price of the property acquired by Buyer under the terms of this Agreement. Buyer also authorizes the Company and/or Buyer's Agent to communicate with Buyer for the purpose of soliciting real estate related goods and services during and after the term of this Buyer-Broker Agreement, at the following numbers: (hm) _____ (wk) _____ (cell) _____ (fax) _____ and/or (email) _____. In any transaction for the acquisition of a property, Buyer agrees that the Earnest Money Deposit may be placed in an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

10. ATTACHMENT. There ARE ARE NOT additional terms contained in an Addendum attached to this Exclusive Buyer-Broker Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Exclusive Buyer-Broker Agreement by this reference.

11. EQUAL HOUSING OPPORTUNITY. The Buyer and the Company will comply with Federal, State, and local fair housing laws.

12. FAXES. Facsimile (fax) transmission of a signed copy of this Exclusive Buyer-Broker Agreement, and retransmission of a signed fax, shall be the same as delivery of an original. If this transaction involves multiple Buyers, this Exclusive Buyer-Broker Agreement may be executed in counterparts.

13. ENTIRE AGREEMENT. This Exclusive Buyer-Broker Agreement, including the Buyer Due Diligence Checklist form, contains the entire agreement between the parties relating to the subject matter of this Exclusive Buyer-Broker Agreement. This Exclusive Buyer-Broker Agreement shall not be modified or amended except in writing signed by the parties hereto.

THE UNDERSIGNED Buyer does hereby accept the terms of this Exclusive Buyer-Broker Agreement.

(Buyer's Signature) (Address/Phone) (Date)

(Buyer's Signature) (Address/Phone) (Date)

The Company

By: _____ By: _____
(Buyer's Agent) (Date) (Principal/Branch Broker) (Date)

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BUYER DUE DILIGENCE CHECKLIST

This is a legally binding document. If not understood, consult an attorney.

THIS BUYER DUE DILIGENCE CHECKLIST is provided by Heritage Real Estate (the "Company"), including _____ (the "Agent") to _____ (the "Buyer") in connection with the purchase of any property, including (if known) the property located at: _____ (the "Property").

NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the property. **BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY.** The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property, including any property listed above. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

1. BUILDING CODE/ZONING COMPLIANCE: Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of the Property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for the Property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at the Property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of the Property for Buyer's intended use.

2. RENTAL OF PROPERTY: If Buyer intends to use the Property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of the Property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use the Property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of the Property is a legal or permitted use.

3. HAZARDOUS WASTE AND TOXIC SUBSTANCES: Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on the Property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of the Property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of the Property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.

4. SURVEYING AND STAKING: Buyer is advised that without an accurate survey of the Property, Buyer cannot be certain as to the boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach onto the Property. Walls and fences may not correspond with legal boundary lines for the Property. Buyer acknowledges that the Company should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within or over the actual boundaries of the Property.

5. HOME WARRANTY PLANS: Buyer acknowledges that Buyer has been advised by the Company of the availability of Home Warranty Plans which provide limited warranties for certain home appliances and certain components of the Property after Closing.

6. FLOOD ZONE AND INSURANCE: If the Property is located in a "Flood Zone" as set forth on the H.U.D. "Special Flood Zone Area" map, the mortgage lender may require that Buyer obtain and pay for flood insurance on the Property and its improvements.

7. HOMEOWNERS INSURANCE: Buyer is advised that certain properties, due to location, condition, and/or claims history, may be uninsurable, or may only be insurable at an increased cost. Buyer is also advised that Buyer's credit, insurance claims history, and other issues (such as specific kinds of pets), may be factors in determining the availability and cost of homeowners insurance. Buyer is advised to consult directly with insurance companies of Buyer's choice

regarding the availability and costs of homeowner's insurance for the Property.

8. TITLE ISSUES/HOMEOWNER'S ASSOCIATION: Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (a) the available title insurance coverage; (b) the contents of any Commitment for Title Insurance on the Property; and (c) the contents of all documents affecting the Property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If the Property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the Property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, reserve accounts, rules, and meeting minutes.

9. PHYSICAL CONDITION: Buyer is advised to consult with appropriate professionals regarding all physical aspects of the Property, including, but not limited to: built-in appliances; plumbing fixtures, lines, fittings and systems; heating, air conditioning systems and components; electrical wiring, systems, appliances and components; foundation; roof; structure; exterior surfaces (including stucco), exterior features and equipment; pool/spa systems and components; any diseased trees or other landscaping; and moisture seepage and damage from roof, foundation or windows. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the physical condition of the Property.

10. SQUARE FOOTAGE/ACREAGE: If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. In the event the Company provides any numerical statements regarding these items, such statements are approximations only. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the square footage or acreage of the Property.

11. UTILITY SERVICES: Buyer is advised to consult with appropriate professionals regarding the location of utility service lines and the availability and cost of all utility services for the Property including, but not limited to, sewer, natural gas, electricity, telephone, and cable TV. Buyer is advised that the Property may not be connected to public water and/or public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.

12. WATER: Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and costs (including, without limitation, connection fees, stand-by fees and service fees), use and regulatory restrictions, and ownership of water rights and water system. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential affect of such water-related laws.

13. GEOLOGIC CONDITIONS: Buyer is advised to consult with appropriate professionals regarding possible geologic conditions at or near the Property. Such geologic conditions may include, but are not limited to, soil and terrain stability, the existence of wetlands, drainage problems, and any building and/or zoning requirements relating to such geologic conditions.

14. MOLD: Buyer is advised to consult with appropriate professionals to determine the possible existence of mold in the Property. Water leaks and water damage to the Property may result in mold that may have adverse health affects. Additional information regarding mold is available through the EPA at: www.epa.gov.

15. HOUSING COMPLIANCE: Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards, or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or familial status and any other requirements of federal and state fair housing laws.

16. PROPERTY TAXES: Buyer is also advised that, depending upon present use, the Property may be taxed as "Greenbelt". A purchase of the Property may change the Greenbelt status and the amount of property taxes assessed by the County. Such change in Greenbelt status may also result in liability for roll-back taxes. If Buyer has any questions regarding County property tax requirements, Buyer is advised to consult directly with the County Assessor's Office.

17. INCOME TAX/LEGAL CONSEQUENCES: Buyer is advised that this transaction has tax and legal consequences. Buyer is advised to consult with appropriate legal and tax advisors regarding this transaction.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER

I have carefully reviewed this BUYER DUE DILIGENCE CHECKLIST. I understand my right and the recommendation of the Company to consult with appropriate experts and professionals prior to, or as part of an offer to purchase any property. **I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY OFFER TO PURCHASE ANY PROPERTY.**

Buyer Signature

Date

Buyer Signature

Date

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REAL ESTATE PURCHASE CONTRACT



This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this _____ day of _____ ("Offer Reference Date")
_____"Buyer") offers to purchase from
_____"Seller") the Property described below and [] delivers to the
Buyer's Brokerage with this offer, or [] agrees to deliver no later than four (4) calendar days after Acceptance
(as defined in Section 23), Earnest Money in the amount of \$_____ in the form of _____. After
Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall
have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage: Heritage Real Estate Phone: 801-737-0307

Received by: _____ on _____ (Date)
(Signature of above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: _____ also described
as: _____ City of _____
County of _____ State of Utah, ZIP _____ (the "Property"). Any reference below to the term
"Property" shall include the Property described above, together with the Included Items and water rights/water shares, if
any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on
the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops;
dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains,
draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite
dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any
landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left
for the convenience of the parties and are also included in this sale (check applicable box): [] washers [] dryers []
refrigerators [] water softeners [] microwave ovens [] other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the
legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water
rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments.
The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE The purchase price for the Property is \$_____. Except as provided in this Section, the
Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may
be adjusted as deemed necessary by Buyer and the Lender.

\$_____ (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may
become totally non refundable.

\$_____ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to
Buyer. If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.

\$_____ (c) Seller Financing (see attached Seller Financing Addendum)

\$_____ (d) Balance of Purchase Price in Cash at Settlement

\$_____ PURCHASE PRICE Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as

otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Special Assessments Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

The provisions of this Section 3.3 shall survive Closing.

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; _____ Hours after Closing; _____ Calendar Days after Closing. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent _____, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage _____, represents Seller both Buyer and Seller as a Limited Agent;
Buyer's Agent _____, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage _____, represents Buyer both Buyer and Seller as a Limited Agent;

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available through any other title insurance agency selected by Buyer; (b) if the Homeowner's Policy is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Standard Coverage Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller

Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION.

Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money

Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____ Seller Financing Addendum FHA/VA Loan Addendum Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) Other (specify) _____

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan WILL WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by Buyer Seller and shall be issued by a company selected by Buyer Seller. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by Buyer Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

Page 5 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

- (a) Seller Disclosure Deadline _____ (Date)
- (b) Due Diligence Deadline _____ (Date)
- (c) Financing & Appraisal Deadline _____ (Date)
- (d) Settlement Deadline _____ (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: _____ : _____ [] AM [] PM Mountain Time on _____, _____ (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

(Buyer's Signature) _____ (Offer Date) _____ (Buyer's Signature) _____ (Offer Date) _____

 (Buyer's Names)(PLEASE PRINT) (Notice Address) _____ (Zip Code) (Phone) _____

 (Buyer's Names)(PLEASE PRINT) (Notice Address) _____ (Zip Code) (Phone) _____

ACCEPTANCE/COUNTEROFFER/REJECTION

- CHECK ONE:**
 ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.
 COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____
 REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) _____ (Date) _____ (Time) _____ (Seller's Signature) _____ (Date) _____ (Time) _____

 (Sellers' Names)(PLEASE PRINT) (Notice Address) _____ (Zip Code) (Phone) _____

 (Sellers' Names)(PLEASE PRINT) (Notice Address) _____ (Zip Code) (Phone) _____

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



ADDENDUM NO. _____
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____ including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

Buyer and Seller agree that Earnest Money is to be deposited with _____ Title Company in accordance with Utah State Law.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): **REMAIN UNCHANGED** **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **Seller** **Buyer** shall have until _____ **AM** **PM** Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: **Seller** **Buyer** hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____

(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



FHAVA LOAN ADDENDUM TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, _____ including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC. All references to FHA/VA shall mean the Federal Housing Administration/Department of Veterans Affairs. **(CHECK APPLICABLE BOXES)**

1. Buyer **DOES** **DOES NOT** intend to occupy the Property as his/her residence.
2. Buyer shall not be obligated to complete the purchase of the Property or incur any penalty or forfeiture of the Earnest Money Deposit or other down payment, or otherwise be obligated to purchase the Property, if: (a) for a VA loan, the Purchase Price exceeds the reasonable value of the Property established by the VA Certificate of Reasonable Value or VA appraisal; or (b) for an FHA loan, the Purchase Price exceeds the appraised value of the Property (excluding closing costs) established by the FHA appraisal. Buyer shall, however, have the right to complete the sale without regard to the amount of the appraised valuation made by the applicable FHA or the VA. The appraised valuation is used to determine the maximum loan that FHA will insure or VA will guarantee. Neither FHA nor the VA warrants the value or condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. Buyer acknowledges that an FHA/VA appraisal does not constitute a property inspection.
3. Seller shall make any and all appraisal required repairs, provided that the cost does not exceed \$_____.
4. If required by applicable FHA or VA rules, Seller shall furnish Buyer with a current Pest Control Report showing the Property to be free and clear from termite infestation. In the event of termite infestation, Seller shall eradicate the same and repair any damage at Seller's expense, provided that the cost does not exceed \$_____.
5. There are certain costs associated with the granting of a mortgage loan, some of which FHA/VA will not allow the Buyer to pay. **(Check applicable box):**
 - 5.1 Seller shall contribute at settlement an amount toward payment of loan discount points and other loan and closing related costs ("Loan Costs"). The amount of Seller's contribution shall be \$_____. Such contribution shall first be applied to Loan Costs that FHA/VA will not permit Buyer to pay, and any remainder shall be allocated at Buyer's discretion toward remaining Loan Costs. Seller shall have no further obligation toward Loan Costs. If the amount of Seller's contribution exceeds the amount of actual Loan Costs, then such excess shall be returned to Seller. Seller's agreement to contribute toward payment of Loan Costs shall not modify Seller's obligations under Sections 3 of the REPC.
 - 5.2 Seller shall not contribute any amount toward Loan Costs.
6. [APPLIES TO FHA ONLY] The undersigned hereby certify that the terms of the REPC are true to the best of our knowledge and belief, and that any other agreement entered into by any of the parties has been fully disclosed and is attached to the REPC.
7. If any provision in the REPC or this ADDENDUM is inconsistent with any currently applicable law governing FHA/VA loan transactions, then to the extent of such inconsistency, that law shall govern.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until _____ AM PM Mountain Time on _____ (Date), to accept the terms of this FHA/VA LOAN ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in FHA/VA LOAN ADDENDUM shall lapse.

Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this FHA/VA LOAN ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing FHA/VA LOAN ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. AS OF JANUARY 1, 2009, IT WILL REPLACE AND SUPERCEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.



DISCLOSURE AND ACKNOWLEDGEMENT REGARDING LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



THIS IS A DISCLOSURE AND ACKNOWLEDGMENT concerning Property (the "Property") located at _____ . This document contains certain provisions required by federal law. If Buyer and Seller enter into a contract for the purchase of the Property (a "REPC"), this document shall be attached to that contract and made a part thereof.

1. LEAD WARNING STATEMENT. *Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

2. SELLER'S DISCLOSURE AND ACKNOWLEDGMENT. (Initial applicable boxes)

- (a) Presence of lead-based paint and/or lead-based paint hazards (Initial one box only):
 - (i) [] Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
 - (ii) [] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- (b) Records and reports available to Seller (Initial one box only):
 - (i) [] Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the Property (list documents): _____
 - (ii) [] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.
- (c) Seller understands that under federal law, if Seller has not yet made the disclosures in Sections 2(a) and 2(b) of this document, or Buyer has not yet been provided with an EPA approved lead hazard information pamphlet, Seller may not accept an offer by Buyer to purchase the property until after those steps have been completed and Buyer has been given an opportunity to review that information and amend the offer.
- (d) Seller understands that if Buyer initials the box in Section 3(d)(i) of this document, the REPC must include the Lead-Based Paint Addendum.

3. BUYER'S ACKNOWLEDGMENT. (Initial)

- (a) [] Buyer has received copies of any information listed in Sections 2(a) and 2(b) above.
- (b) [] Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* or an equivalent lead hazard information pamphlet approved by the federal Environmental Protection Agency.
- (c) [] Buyer has read the Lead Warning Statement in Section 1 above and understands its contents.
- (d) Buyer has **(Initial one box only)**:
 - (i) [] a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. **If this box is initialed, the REPC must include the Lead-Based Paint Addendum; OR**
 - (ii) [] by initialing this box, waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. AGENT'S ACKNOWLEDGMENT. (Initial)

[] Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

5. CERTIFICATION OF ACCURACY. (Buyer, Seller and Agent(s) must sign)

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have each respectively provided is true and accurate.

Seller Signature	Date	Time	Seller Signature	Date	Time
Buyer Signature	Date	Time	Buyer Signature	Date	Time
Agent Signature	Date	Time	Agent Signature	Date	Time



LEAD-BASED PAINT ADDENDUM TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____ including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

1. OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION. (Check applicable boxes)

1.1 Buyer's obligation to purchase the Property is conditioned upon Buyer's approval of the risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

1.2 The risk assessment or inspection ("Risk Assessment") of the Property shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller shall cooperate in making the Property available for the Risk Assessment. The deadline for Buyer to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be: (Check one box)

[] ten calendar days after Acceptance OR [] _____ calendar days after Acceptance.

1.3 If the results of the Risk Assessment are not acceptable to Buyer, Buyer may either (a) provide written objections to Seller as provided in Section 1.4 of this ADDENDUM; or (b) immediately cancel the REPC by providing written notice of cancellation to Seller by the Risk Assessment Deadline referenced in Section 1.2 above, together with a copy of the Risk Assessment report. The Brokerage, upon receipt of a copy of Buyer's written notice of cancellation, shall return the Earnest Money Deposit to Buyer.

1.4 If Buyer does not immediately cancel the REPC as provided above, Buyer may, by the Risk Assessment Deadline referenced in Section 1.2 above, provide Seller with written objections and a copy of the Risk Assessment report. Buyer and Seller shall have seven calendar days after Seller's receipt of the objections (the "Response Period") in which to agree in writing upon a manner of resolving Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel the REPC by providing written notice to Seller no later than three calendar days after expiration of the Response Period. The Brokerage, upon receipt of a copy of Buyer's written notice of cancellation, shall return the Earnest Money Deposit to Buyer.

1.5 If Buyer does not deliver a written objection to Seller regarding the results of the Risk Assessment as provided in Section 1.4 above, or cancel the REPC as provided in Sections 1.3 or 1.4 above, any objections to the results of the Risk Assessment shall be deemed waived by Buyer and Buyer shall take the Property "as is" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [] Seller [] Buyer shall have until _____ [] AM [] PM Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[] Buyer's [] Seller's Signature (Date) (Time) [] Buyer's [] Seller's Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] ACCEPTANCE: [] Seller [] Buyer hereby accepts the terms of this ADDENDUM.

[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

(Signature) (Date) (Time) (Signature) (Date) (Time)

[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)