

**CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE**  
**(NO BROKER)**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

\_\_\_\_\_, "Seller" whether one or more, and

\_\_\_\_\_, "Buyer" whether one or more,

do hereby covenant, contract and agree as follows:

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows: *(complete adequately to identify property)*

\_\_\_\_\_ County, Montana.

Address: \_\_\_\_\_

Legal Description (or see attached exhibit): \_\_\_\_\_

\_\_\_\_\_

As described in attached Exhibit.

Together with the following items, if any: *(Strike items to be retained by Seller)* curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system with controls and equipment, permanently installed heating and air-conditioning units, window air-conditioning units, built-in security and fire detection equipment, plumbing and lighting fixtures including chandeliers, water softener, stove, built-in kitchen equipment, garage door openers with controls, built-in cleaning equipment, all swimming pool equipment and maintenance accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs and all other property owned by Seller and attached to the above described real property except the following property which is not included *(list items not included)*:

\_\_\_\_\_

All property sold by this contract is called the "Property."

2. **SALES PRICE:** The parties agree to the following sales price:

|                                       | Amount | Amount |
|---------------------------------------|--------|--------|
| Purchase Price                        | \$     |        |
| Earnest Money                         |        | \$     |
| New Loan                              |        | \$     |
| Assumption of Loan                    |        | \$     |
| Seller Financing                      |        | \$     |
| Cash at Closing                       |        | \$     |
| Total ( both columns should be equal) | \$     | \$     |

Both columns should be an equal amount.

If the unpaid principal balance(s) of any assumed loan(s), if any, as of the Closing Date varies from the loan balance(s) stated above, the cash payable at closing will be adjusted by the amount of any variance.

3. **FINANCING:** The following provisions apply with respect to financing:

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

- CASH SALE: This contract is not contingent on financing.
- OWNER FINANCING: Seller agrees to finance \_\_\_\_\_ dollars of the purchase price pursuant to a promissory note from Buyer to Seller of \$\_\_\_\_\_, bearing \_\_\_\_\_% interest per annum, payable over a term of \_\_\_\_\_ years with even monthly payments, secured by a deed of trust or mortgage lien with the first payment to begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.
- NEW LOAN OR ASSUMPTION: This contract is contingent on Buyer obtaining financing. Within \_\_\_\_ days after the effective date of this contract Buyer shall apply for all financing or noteholder's approval of any assumption and make every reasonable effort to obtain financing or assumption approval. Financing or assumption approval will be deemed to have been obtained when the lender determines that Buyer has satisfied all of lender's financial requirements (those items relating to Buyer's net worth, income and creditworthiness). If financing or assumption approval is not obtained within \_\_\_\_\_ days after the effective date hereof, this contract will terminate and the earnest money will be refunded to Buyer. If Buyer intends to obtain a new loan, the loan will be of the following type:

Conventional    VA    FHA    Other: \_\_\_\_\_

The following provisions apply if a new loan is to be obtained:

**FHA.** It is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$\_\_\_\_\_. The Purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. 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 nor the condition of the Property. The Purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.

**VA.** If Buyer is to pay the purchase price by obtaining a new VA-guaranteed loan: It is agreed that, notwithstanding any other provisions of this contract, Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

**Existing Loan Review.** If an existing loan is not to be released at closing, Seller shall provide copies of the loan documents (including note, deed of trust or mortgage, modifications) to Buyer within \_\_\_\_\_ calendar days from acceptance of this contract. This contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer consents to the provisions of such loan documents if no written objection is received by Seller from Buyer within \_\_\_\_\_ calendar days from Buyer's receipt of such documents. If the lender's approval of a transfer of the Property is required, this contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as may be agreed by Buyer. If lender's approval is not obtained on or before \_\_\_\_\_, this contract shall be terminated on such date. The Seller  shall  shall not, be released from liability under such existing loan. If Seller is to be released and release approval is not obtained, Seller may nevertheless elect to proceed to closing, or terminate this agreement in the sole discretion of Seller.

**Credit Information.** If Buyer is to pay all or part of the purchase price by executing a promissory note in

favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall supply to Seller on or before \_\_\_\_\_, \_\_\_\_\_, at Buyer's expense, information and documents concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of Seller's disapproval to Buyer on or before \_\_\_\_\_, \_\_\_\_\_, then Seller waives this condition.

4. EARNEST MONEY: Buyer shall deposit \$ \_\_\_\_\_ as earnest money with \_\_\_\_\_ upon execution of this contract by both parties.

5. PROPERTY CONDITION:

MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease. (Per Montana Code Annotated Section 70-16-703.)

RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

NOXIOUS WEEDS DISCLOSURE: Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as a property owner, contact either your local County extension agent, or the Weed Control Board.

MEGAN'S LAW DISCLOSURE: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the area.

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure  is attached  is not applicable.

Buyer hereby represents that he has personally inspected and examined the above-mentioned premises and all improvements thereon. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract neither Seller nor Seller's representatives, if any, have made any representations concerning the present or past structural condition of the improvements. Buyer and Seller agree to the following concerning the condition of the property:

- Buyer accepts the property in its "as-is" and present condition.
- Buyer may have the property inspected by persons of Buyer's choosing and at Buyer's expense. If the inspection report reveals defects in the property, Buyer shall notify Seller within 5 days of receipt of the report and may cancel this contract and receive a refund of earnest money, or close this agreement notwithstanding the defects, or Buyer and Seller may renegotiate this contract, in the discretion of Seller. All inspections and notices to Seller shall be complete within \_\_\_\_\_ days after execution of this agreement.
- Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following repairs and treatment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer agrees that he will not hold Seller or its representatives responsible or liable for any present or future structural problems or damage to the foundation or slab of said property. **If the subject residential dwelling was constructed prior to 1978, Buyer may conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, to be completed within \_\_\_\_\_ days after execution of this agreement. In the alternative, Buyer may waive the opportunity to conduct an assessment/inspection by indicating said waiver on the attached Lead-Based Paint Disclosure form.**

MECHANICAL EQUIPMENT AND BUILT IN APPLIANCES: All such equipment is sold  "as-is" without warranty, or  shall be in good working order on the date of closing. Any repairs needed to mechanical equipment or appliances, if any, shall be the responsibility of  Seller  Buyer.

UTILITIES: Water is provided to the property by \_\_\_\_\_, Sewer is provided by \_\_\_\_\_, Gas is provided by \_\_\_\_\_, Electricity is provided by \_\_\_\_\_.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The present condition of all utilities is accepted by Buyer.

6. CLOSING: The closing of the sale will be on or before \_\_\_\_\_, 20\_\_\_\_, unless extended pursuant to the terms hereof.

Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured.

*If financing or assumption approval has been obtained, the Closing Date will be extended up to 15 days if necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained herein. The closing date may also be extended by written agreement of*

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

the parties.

7. TITLE AND CONVEYANCE: Seller is to convey title to Buyer by Warranty Deed or \_\_\_\_\_ (as appropriate) and provide Buyer with a Certificate of Title prepared by an attorney, title or abstract company upon whose Certificate or report title insurance may be obtained from a title insurance company qualified to do and doing business in the state of Montana. Seller will also execute a Bill of Sale, if necessary, for the transfer of any personal property. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any, (e) general taxes for the year \_\_\_\_\_ and subsequent years and (e) other: \_\_\_\_\_ . A title report shall be provided to Buyer at least 5 days prior to closing. If there are title defects, Seller shall notify Buyer within 5 days of closing and Buyer, at Buyer's option, may either (a) if defects cannot be cured by designated closing date, cancel this contract, in which case all earnest money deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period necessary for such action. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.
8. APPRAISAL, SURVEY AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of Buyer Seller. A survey is: not required required, the cost of which shall be paid by Seller Buyer. A termite inspection is not required required, the cost of which shall be paid by Seller Buyer. If a survey is required it shall be obtained within 5 days of closing.
9. POSSESSION AND TITLE: Seller shall deliver possession of the Property to Buyer at closing. Title shall be conveyed to Buyer, if more than one as  Joint tenants with rights of survivorship,  tenants in common,  Other: \_\_\_\_\_ Prior to closing the property shall remain in the possession of Seller and Seller shall deliver the property to Buyer in substantially the same condition at closing, as on the date of this contract, reasonable wear and tear excepted.
10. CLOSING COSTS AND EXPENSES: The following closing costs shall be paid as provided. *(Leave blank if the closing cost does not apply.)*

| Closing Costs  | Buyer                    | Seller                   | Both*                    |
|--|--------------------------|--------------------------|--------------------------|
| Attorney Fees  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Title Insurance  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Title Abstract or Certificate                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Property Insurance                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Recording Fees   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Appraisal  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Survey   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Termite Inspection                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Origination fees   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Discount Points  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If contingent on rezoning, cost and expenses of rezoning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other:   |                          |                          |                          |
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| All other closing costs:                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

\* 50/50 between buyer and seller.

11. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If a loan is assumed and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.

- 12. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance and the Closing Date will be extended as necessary, or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds.
- 13. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, or (b) seek monetary damages suffered due to Buyer's failure to perform the Contract, or (c) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract and receive a refund of the earnest money and actual costs (inspections, appraisals, escrow fees, and the like) incurred in furtherance of the attempted purchase of the Property. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, or (b) seek monetary damages suffered due to Seller's failure to perform the Contract, or (c) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 14. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
- 16. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
- 17. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
- 18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:

To Seller at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Facsimile (\_\_\_\_) \_\_\_\_\_

Facsimile (\_\_\_\_) \_\_\_\_\_

19. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

20. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

21. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.

22. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall  remain valid with Buyer being entitled to any condemnation proceeds at or after closing, or  be cancelled and the earnest money returned to Buyer.

23. OTHER PROVISIONS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

24. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

25. GOVERNING LAW: This contract shall be governed by the laws of the State of Montana.

26. DEADLINE LIST (Optional) (complete all that apply). Based on other provisions of Contract.

| Deadline   | Date |
|--|------|
| Loan Application Deadline, if contingent on loan |      |
| Loan Commitment Deadline                         |      |
| Buyer(s) Credit Information to Seller            |      |
| Disapproval of Buyers Credit Deadline            |      |
| Survey Deadline                                  |      |
| Title Objection Deadline                         |      |
| Survey Deadline                                  |      |
| Appraisal Deadline                               |      |
| Property Inspection Deadline                     |      |
|  |      |
|  |      |

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

| Deadline | Date |
|----------|------|
|          |      |

Whether or not listed above, deadlines contained in this Contract may be extended informally by a writing signed by the person granting the extension except for the closing date which must be extended by a writing signed by both Seller and Buyer.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (THE EFFECTIVE DATE).

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

**EXHIBIT FOR DESCRIPTION OR ATTACH SEPARATE DESCRIPTION**

**RECEIPT**

Receipt of Earnest Money is acknowledged.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Address

Facsimile (\_\_\_\_) \_\_\_\_\_

City State Zip Code

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_