

BUY - SELL AGREEMENT
(Including Earnest Money Receipt)



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1 This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally
2 binding contract. If not understood, seek competent advice.

3 _____ Montana, (date) _____
4 _____

5 as joint tenants with rights of a survivorship, tenants in common, single in his/her own right,
6 Other _____ (hereinafter called "Buyer") agrees to purchase, and the

7 Seller agrees to sell the following described real property (hereinafter referred to as "Property") commonly known
8 as _____
9 _____

10 in the City of _____, County of _____

11 Montana, legally described as: _____
12 _____
13 _____

14 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
15 appurtenances thereto, and all improvements thereon. All permanently installed fixtures and fittings that are attached
16 to the Property are included in the purchase price, such as electrical, plumbing and heating fixtures, wood stoves,
17 built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, attached floor coverings, T.V.
18 antennas, air cooler or conditioner, garage door openers and controls, attached fireplace equipment, mailbox, and
19 trees and shrubs attached to the Property and attached buildings or structures except:
20 _____
21 _____

22 PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition,
23 are included: _____
24 _____
25 _____
26 _____

27 PURCHASE PRICE AND TERMS:

28 Total purchase price is _____ U.S. Dollars

29 (\$ _____) payable as follows:

30 \$ _____ earnest money to be applied at closing.

31 \$ _____ as additional cash payment, payable on or before closing.

32 \$ _____ balance of the purchase price will be financed as follows:

- 33 Conventional MBOH Seller Financing
- 34 FHA USDA-RD Assumption of Existing Loans
- 35 VA Other Institutional Financing

40 This Agreement is contingent upon Buyer obtaining the financing specified herein. If financing cannot be obtained
41 within the time set forth in the TIME FOR COMPLETION section, this Agreement is terminated and the earnest
42 money will be refunded to the Buyer.

43 CLOSING DATE: The date of closing shall be (date) _____. The
44 parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
45 specified. The Buyer and Seller will deposit with the closing agent all instruments and monies necessary to complete
46 the purchase in accordance with this Agreement.

47 POSSESSION: Seller shall deliver to Buyer possession of the property and allow occupancy:

48 when all required documents have been signed by all parties and delivered to closing agent, OR

49 on the date of recording the deed or notice of purchaser's interest, OR

50 _____

51 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,
52 mailboxes, security systems, alarms, garage door opener(s), and

Buyer's Initials

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Buy/Sell, April 2005

Revenue & Transportation Committee Meeting
December 13, 2005

53 **RECEIPT OF EARNEST MONEY:** The undersigned Broker or Salesperson hereby acknowledges receipt from Buyer
54 of earnest money in the amount of _____
55 U.S. Dollars (\$ _____) as evidenced by cash check or _____
56 _____

57 All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will be deposited
58 pursuant to Montana Law OR within (_____) business days of the date all parties have signed the Agreement or
59 _____

60 and such funds will be held in a trust account by _____

61 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: _____
62 _____

63 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.
64 _____ by _____

65 (Selling Real Estate Firm/ Phone Number) _____ (Signature of Salesperson)

66 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
67 portion of the earnest money required to complete the closing of the transaction.

68 **FINANCING CONDITIONS AND OBLIGATIONS:**

69 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
70 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any
71 contingent source of such funds unless otherwise expressly set forth herein.

72 **TIME FOR COMPLETION:** If third party financing of the type specified herein is required by the terms of this
73 Agreement (includes assumptions, contracts for deed, and lender financing), the closing shall occur on the
74 date specified or as soon thereafter as financing is completed, but no later than _____ days after
75 the stated closing date.

76 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
77 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
78 completion of a contract for deed by 5:00 P.M. (Mountain Time) (date) _____

79 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

80 **DISCOUNT POINTS:** If a Buyer obtains financing from a lender requiring discount points, Seller agrees to pay
81 discount points up to a maximum of _____ percent (_____ %) of the Buyer's
82 loan. Seller's obligation will not exceed \$ _____. Any funds paid by Seller as set forth above shall not be
83 used for the origination fee, closing costs, reserves, or any other costs. Buyer shall pay all other discount points.

84 **V.A. BUYERS:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer
85 shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase
86 of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established
87 by the Veteran's Administration. The Buyer shall, however, have the privilege and option of proceeding with
88 the consummation of this Agreement without regard to the amount of the reasonable value established by
89 the Veteran's Administration.

90 **F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from
91 an F.H.A. insured loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement,
92 the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any
93 penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a written
94 statement issued by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement
95 lender setting forth the appraised value of the Property for mortgage insurance purposes of not less than the
96 amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference.
97 The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without
98 regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised
99 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
100 Development (HUD) will insure. HUD does not warrant the value nor the condition of the Property. The Buyer
101 should satisfy himself/herself that the price and condition of the Property are acceptable.

102 **APPRAISAL PROVISION:** Property must appraise for at least (\$ _____)
103 If the property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
104 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
105 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
106 _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value.

107 **SMOKE DETECTOR(S):** Property has # _____ Smoke Detector(s).

108 **MOBILE HOME(S):** If a MOBILE HOME is included in the sale of this Property: Title will be conveyed at time
109 of closing. Year _____ Make/Model _____

110 Serial Number _____ Title Number _____

111 **WATER:** Description of water rights, if any, to be transferred: _____

112 _____

113 Filing or transfer fees will be paid by Seller, Buyer, split equally between Buyer and Seller.

114 Documents for transfer will be prepared by _____

115 **PROPERTIES INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Salespersons involved in the
116 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its
117 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings
118 will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or
119 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,
120 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land
121 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,
122 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

123 **INSPECTION CONTINGENCY:**

124 This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any
125 inspections or advice requested below. Buyer agrees to acquire, at Buyer's own expense, independent
126 inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any
127 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the property,
128 without the prior written consent of Seller. Further, Buyer agrees to return the property to its original condition and to
129 indemnify Seller from any damage or destruction to the property caused by the Buyer's investigations or
130 inspections, if Buyer does not purchase the property.

- | | |
|--|--|
| 131 <input type="checkbox"/> Home Inspection | <input type="checkbox"/> Zoning Determination |
| 132 <input type="checkbox"/> Seller's Property Disclosure | <input type="checkbox"/> Review and Approval of Protective Covenants |
| 133 <input type="checkbox"/> Roof Inspection* | <input type="checkbox"/> Easements |
| 134 <input type="checkbox"/> Structural/Foundation Inspection* | <input type="checkbox"/> Flood Plain Determination |
| 135 <input type="checkbox"/> Electrical Inspection* | <input type="checkbox"/> Water Sample Test |
| 136 <input type="checkbox"/> Plumbing Inspection* | <input type="checkbox"/> Septic or Cesspool Inspection |
| 137 <input type="checkbox"/> Heating, ventilation, cooling system - Inspection | <input type="checkbox"/> Mineral Rights Search |
| 138 <input type="checkbox"/> Wood Stove/Fireplace Inspection* | <input type="checkbox"/> Radon |
| 139 <input type="checkbox"/> Pest/Rodent Inspection | <input type="checkbox"/> Asbestos |
| 140 <input type="checkbox"/> Well Inspection for condition of Well and Quantity of Water | <input type="checkbox"/> Wild Fire Risk |
| 141 <input type="checkbox"/> Accounting Advice | <input type="checkbox"/> Legal Advice |
| 142 <input type="checkbox"/> Survey Required or Corner Pins | <input type="checkbox"/> Toxic Waste/Hazardous Material |
| 143 <input type="checkbox"/> Located <input type="checkbox"/> Reset | <input type="checkbox"/> Underground Storage Tanks |
| 144 <input type="checkbox"/> Access to Property | <input type="checkbox"/> Sanitary Approval |
| 145 <input type="checkbox"/> Verification of # of code compliant bedrooms | <input type="checkbox"/> Mold |
| 146 <input type="checkbox"/> Verification of square footage of improvements _____ | <input type="checkbox"/> Verification of lot size _____ |
| 147 <input type="checkbox"/> Water Rights | |
| 148 <input type="checkbox"/> Other _____ | |

149 *Generally covered by a home inspection along with other items too numerous to list.

150 Unless Buyer delivers written notice of Buyer's disapproval of the Property conditions on or before (date) _____,
151 this contingency shall be of no further force or effect. If Buyer disapproves of the property condition, Buyer shall
152 deliver written notice to the Seller or the Seller's Broker/Salesperson on or before the date specified above,
153 together with a copy of the inspection or report upon which the disapproval is based. Buyer shall also state
154 whether Buyer elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted.

155 If Buyer elects to negotiate a resolution of the conditions noted, the notice must contain all of Buyer's objections
156 and requested remedies. If the parties enter into a written agreement in satisfaction of the conditions noted, this
157 contingency shall be of no further force or effect. If the parties cannot come to written agreement in satisfaction of
158 the conditions noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or
159 before (date) _____, the earnest money shall be returned to the Buyer, and the agreement then
160 terminated.

161
162 **WAIVER OF INSPECTION:** I DO NOT REQUEST ANY INSPECTION OR ADVICE. My waiver of any
163 inspection or advice is not based upon any assurances by a Salesperson and/or the Seller as to the condition of
164 the Property or that if I were to request such inspections or advice, it would reduce the potential that my offer
165 would be accepted.

168 _____
167 _____

168 (Buyer's Signature) (Buyer's Signature)

169 **CONTINGENCIES:** The inspection contingency and the contingencies listed below in additional provisions or on
170 attached addenda shall be deemed to have been released, waived, or satisfied, and the Agreement shall continue to
171 closing, unless, by the date specified for each contingency, the party requesting that contingency has notified the other
172 party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a
173 party has notified the other party prior to the release date that a contingency is not released, waived, or satisfied, this
174 Agreement is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms
175 or provisions.

176 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
177 satisfaction) of the preliminary title commitment. Release Date: _____ business days from
178 Buyer's or Buyer's representative's receipt of preliminary title commitment.

179 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate
180 acceptable to the Buyer, hazard insurance on the property. Release Date: _____

181 This Agreement is contingent upon _____

182 _____
183 _____ Release Date: _____

184 This Agreement is contingent upon _____

185 _____

186 _____ Release Date: _____

187 **ADDITIONAL PROVISIONS:** _____

188 _____

189 _____

190 _____

191 _____

192 _____

193 _____

194 _____

195 _____

196 _____

197 **CONVEYANCE:** The Seller shall convey the Property by _____ deed, free of
198 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.
199 The Seller shall convey the personal property by bill of sale.

200 **CLOSING AGENTS FEES:** Closing agents fee will be paid by Seller Buyer Equally Shared.

201 **TITLE INSURANCE:** Seller, at Seller's expense, shall furnish Buyer with an ALTA Standard Coverage Owners Title
202 Insurance Policy (as evidenced by a standard form American Land Title Association title insurance commitment) in an
203 amount equal to the purchase price. Buyer may purchase additional owner's title insurance coverage in the form of
204 "Extended Coverage" or "Enhanced Coverage" for an additional cost to the buyer. It is recommended that buyer obtain
205 details from a title company.

206 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
207 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements
208 or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of
209 the preliminary title commitment approved by the Buyer.

210 **SPECIAL IMPROVEMENT DISTRICTS:** All Special Improvement Districts (including rural SIDs), including those
211 that have been noticed to Seller by City/County but not yet spread or currently assessed, will be:

212 paid off by Seller at closing;

213 assumed by Buyer at closing; OR

214 _____

215 All perpetual SIDs shall be assumed by Buyer.

216 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
217 District assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating
218 fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
219 as of the date of closing unless otherwise agreed as set forth in the additional provisions.

220 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and
221 tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the
222 Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through
223 inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale
224 remain on the Property.

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

229
230 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
231 Annotated, certain individuals are required to register their address with the local law enforcement agencies as
232 part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices
233 will make the information concerning registered offenders available to the public. If you desire further information
234 please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or
235 the probation officers assigned to the area.

236
237 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control
238 Act, Montana Code Annotated Section 75-3-606. **RADON GAS: RADON IS A NATURALLY OCCURRING**
239 **RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES,**
240 **MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON**
241 **THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL**
242 **INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR**
243 **STATE PUBLIC HEALTH UNIT.** If the Property has been tested for radon, the Seller will provide a copy of the test
244 results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the
245 Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

246
247 **BUYER'S REMEDIES:**

248 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
249 **BUYER'S COMMITMENT** section, all earnest monies shall be returned to the Buyer.

250 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the
251 transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

252 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the
253 return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;

254 **OR** (2) Demand that Seller specifically perform Seller's obligation under this Agreement;

255 **OR** (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

256
257 **SELLER'S REMEDIES:**

258 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
259 transaction anticipated by this Agreement within the time period provided in this Agreement, the Seller may:

260 (1) Declare the earnest money paid by Buyer be forfeited;

261 **OR** (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;

262 **OR** (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

263
264 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing
265 this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind,
266 and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a
267 corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on
268 behalf of such entity.

269
270 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure
271 by Buyer, Seller, and Salespersons and their attorneys, agent, and other parties having interests essential to this
272 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this
273 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
274 documents concerning this property or underlying obligations pertaining thereto.

275
276 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is
277 assumed by Seller through the time of closing unless otherwise specified.

278
279 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

280 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and
281 assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the
282 Seller's express written consent.

283
284 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,
285 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
286 determine just.

287
288 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction
289 anticipated by this Agreement is an integral part of this Agreement.

290
291 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the
292 parties' signatures may be used as the original.

293
294 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
295 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
296 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by
297 the Seller and Buyer.

298
299 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when
300 each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete
301 Agreement between the parties.

302
303 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
304 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or
305 property, unless mutual written instructions are received by the holder of the earnest money and things of value,
306 Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or
307 closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a
308 Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to
309 advance the cost and fees required for filing such action.

310
311 **ALTERNATIVE DISPUTE RESOLUTION:** At any time, the parties may agree to submit any dispute arising out of
312 this Agreement to mediation or arbitration. Parties, by agreement, shall specify mediation OR binding arbitration.
313 The cost of mediation/arbitration shall be paid equally by the parties.

314 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):
315 Lead Based Paint Disclosure Sale of Buyer's Property
316 Addendum for Additional Provisions 1031 Tax Deferred Exchange
317 Back-up Offer Multi-Family Disclosure
318 Mold Disclosure Water Rights Acknowledgement
319 _____
320 _____

321
322 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
323 hereafter have been involved in the capacities indicated below and the parties have previously received the
324 required statutory disclosures setting forth the licensees duties and the limits of their obligations to each party:

325
326 _____ of _____
327 (name of licensee) (name of Brokerage company)
328 is acting as Seller's Agent/Salesperson Dual Agent/Salesperson Statutory Broker.
329
330 _____ of _____
331 (name of licensee) (name of Brokerage company)
332 is acting as Buyer's Agent/Salesperson Dual Agent/Salesperson Statutory Broker.
333 Seller's Agent/Salesperson (including Seller's Sub-Agent or Salesperson)

334 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
335 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement
336 he/she has examined the subject real and personal Property; has entered into this Agreement in full reliance upon
337 his/her independent investigation and judgments; and has read and understood this entire Agreement.
338

339 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
340 forth in this Agreement and grant to said Salesperson until (date) _____,
341 at _____ am pm (Mountain Time) to secure Seller's written acceptance. Buyer may
342 withdraw his/her offer at any time prior to Buyer's being notified of Seller's written acceptance. If Seller has not
343 accepted by the time specified, the Buyer's offer is automatically withdrawn.

344 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
345 means in accordance with the Montana Uniform Electronic Transaction Act.
346

347 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

348
349 Buyer's Address: _____ City _____

350
351 State _____, Zip Code _____ Phone Number _____
352

353 Buyer's Name Printed: _____
354

355 Dated this _____, at _____ a.m. p.m. (Mountain Time).
356

357
358 _____

359 (Buyer's Signature) _____ (Buyer's Signature) _____
360

361
362 **OFFER PRESENTATION:** This offer was presented to the Seller(s) on
363

364
365 Date: _____ Time _____ a.m. p.m. By: _____
366 (Signature of person presenting the offer)
367

368

369 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the terms
370 and conditions herein above stated. I/We acknowledge a receipt of a copy of this Agreement bearing my/our
371 signature(s) and that of the Buyer(s) named above.
372

373 Seller's Address: _____ City _____

374
375 State _____, Zip Code _____ Phone Number _____
376

377 Seller's Name Printed: _____
378

379 Dated this _____, at _____ a.m. p.m. (Mountain Time).
380

381
382 _____

383 (Seller's Signature) _____ (Seller's Signature) _____
384

385 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**
386

387 Rejected by Seller _____ / _____ / _____ Modified per Attached Counter _____ / _____ / _____
388 Seller's Initials Date Seller's Initials Date

NOTE: Any performance which is required to be completed on a Saturday, Sunday or a Holiday can be performed on the next business day.