



ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: _____ (Seller) agrees to sell and convey to _____ (Buyer) and Buyer agrees to buy from Seller the Property described below.

2. PROPERTY:

- A. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
- B. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.
- C. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and removed prior to delivery of possession:

_____ The land, improvements and accessories are collectively referred to as the Property.

3. PURCHASE PRICE: is the sum of the High Bid (**Sales Price**) of \$_____ plus the BUYER'S PREMIUM (Premium) \$_____, which equals **ten percent (10%)** of the High Bid amount, for a **Total Consideration of \$_____**. The Premium shall be paid to Auctioneer at Closing in cash, by cashier's check or wire transfer of immediately available funds.

4. EARNEST MONEY: Upon execution of this contract by both parties, Buyer shall deposit \$_____ as earnest money with _____, as escrow agent, at _____ (address). Buyer shall deposit additional earnest money of \$_____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

5. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ___ Seller's ___ Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 4.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, shortages in area.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller

Initialed for identification by Buyer _____ and Seller _____

authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 27. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically expended up to 15 days or the Closing Date, whichever is earlier.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and any lender. Within ___ days after the effective date of this contract, if the Seller possesses a survey then Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (Affidavit). If the existing survey or Affidavit is not acceptable to Title Company or Buyer's lender, or if Seller does not possess a previous survey then Buyer shall obtain a new survey at Buyer's expense no later than 3 days prior to Closing Date.

D. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MANDATORY OWNERS' ASSOCIATION MEMBERSHIP: The Property is is not subject to mandatory membership in an owners' association. If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of the owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk.
- (3) You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in an Owner's Association should be used.
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under

Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

6. PROPERTY CONDITION: BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (ii) THE MANNER, CONSTRUCTION, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, AND (v) THE INCOME TO BE DERIVED FROM THE PROPERTY. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF TEXAS, THE CITY WHERE THE PROPERTY IS LOCATED, THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION.

BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-À-VIS SELLER, AND BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT WITH RESPECT TO ANY MATTERS PERTAINING TO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY.

IT IS FURTHER AGREED THAT SELLER DOES NOT MAKE ANY REPRESENTATION OF WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SOLID WASTE AS DEFINED IN THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OF THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE REGULATIONS PROMULGATED THEREUNDER. BUYER HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR

OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PROPERTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

7. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

8. CLOSING: The closing (Closing) of the sale between Seller and Buyer shall be on or before _____, 2006 (Closing Date) at the Title Company listed above. Subject to the following provisions extending the Closing Date, if either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies in Paragraph 14 immediately and without notice; provided, however, if Seller is unable to close on the Closing Date because the Title Company will not issue an owner's policy of title insurance, the Closing Date shall be automatically extended up to fifteen (15) days. If Seller does not perform within the extended time, Buyer may terminate this Agreement and receive the Earnest Money as its sole and exclusive remedy. IF BUYER NEEDS TO EXTEND THE CLOSING DATE, BUYER MUST REQUEST IN WRITING TO SELLER, ONE TEN (10) DAY EXTENSION OF THE CLOSING DATE FOR A NON-REFUNDABLE FEE EQUAL TO AN ADDITIONAL TEN PERCENT (10%) OF THE PURCHASE PRICE, OR \$500.00 (WHICHEVER IS GREATER), PAYABLE IN CASH & DELIVERED BY BUYER TO SELLER ON OR BEFORE THE ORIGINAL CLOSING DATE, SAID EXTENSION MUST BE APPROVED BY SELLER AND THEN SAID ADDITIONAL FEE WILL BE ADDED TO THE DOWN PAYMENT AND BE APPLICABLE TO THE PURCHASE PRICE. IN ADDITION TO THE NON-REFUNDABLE FEE, BUYER WILL PAY TO SELLER A DAILY PER DIEM OF \$75.00 FOR EACH DAY PAST THE CLOSING DAY UP TO THE NEW CLOSING DAY. THIS DAILY PER DIEM WILL BE COLLECTED FROM BUYER AND PAID TO SELLER ON THE SETTLEMENT STATEMENT. IF BUYER FAILS TO PERFORM WITHIN THE NEW EXTENDED TIME, SELLER MAY TERMINATE THIS AGREEMENT AND RECEIVE THE EARNEST MONEY AND ADDITIONAL FEE(S) AS ITS SOLE AND EXCLUSIVE REMEDY.

9. POSSESSION: The possession of the Property shall be delivered to Buyer at Closing in its present "AS IS – WHERE IS" CONDITION WITH ALL FAULTS and subject to the Permitted Exceptions (as hereinafter defined).

10. SPECIAL PROVISIONS:

11. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half

Initialed for identification by Buyer _____ and Seller _____

of escrow fee; and other expenses payable by Seller under this contract.

(2) Expenses payable by Buyer (Buyer's Expenses): Buyer will be responsible for settlement and escrow fees, recording fees and stamps. If applicable Buyer will be responsible for any and all lender fees, any and all Buyer attorney fees, wire transfer fees, overnight or express fees and courier fees.

12. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. 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 taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

13. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

14. DEFAULT:

- A. If Seller breaches this Agreement, Buyer may terminate this Agreement and thereupon shall be entitled to the immediate return of the Earnest Money as Buyer's sole exclusive remedy and relief hereunder. In no event shall Seller be liable to Buyer for any actual, punitive, consequential or other damages. Buyer and Seller hereby agree that such amount will be liquidated damages for Seller's default because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages.
- B. If Buyer breaches this Agreement, Seller shall be entitled to recover the Earnest Money more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes, as liquidated damages (and not as penalty), or enforce specific performance of this Agreement as Seller's sole and exclusive remedy. Purchaser acknowledges that he has reviewed Exhibit "B" prior to signing this Agreement and agrees to the terms by initialing below.

15. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

16. ATTORNEY'S FEES: The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

17. ESCROW: The Earnest Money is deposited with _____, with the understanding _____
(a) does not assume or have any liability for performance of any signatory; (b) is not liable for interest or other charges on the funds held; (c) is not liable for any losses of escrow funds caused by the failure of any banking institution in which such funds have been deposited; and (d) is liable only for gross negligence or willful misconduct. At Closing, the Earnest Money shall be applied toward the Purchase Price.

18. EFFECT: The Agreement may be executed in counterpart originals. This Agreement sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Agreement can only be amended or modified by a written agreement signed by Seller and Buyer.

19. CAPTIONS: The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

20. TIME OF ESSENCE: This is of the essence of this Agreement. However, if the final date of any period which is set out in any provision of this Agreement falls on Saturday, Sunday or legal

holiday under the law of the United States or the State of Texas, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

21. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Texas and the laws of the United States pertaining to transactions in Texas.

22. SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors administrators, personal representatives, successors and assigns. Buyer shall not assign Buyer's rights under this Agreement without the prior written consent of Seller.

23. INVALID PROVISION: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never comprised a part of this Agreement; and, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

24. FINAL AGREEMENT: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

25. 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 of Seller in this contract is untrue on the Closing Date, Seller will be in default.

26. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer 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. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

27. 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 or electronic transmission as follows: _____

To Buyer

at:

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

Telephone: () _____

Facsimile: (____) _____

E-mail: _____

To Seller

at:

28. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are : **Exhibit B – Liquidated Damages Provision; Lead Based Paint Addendum; Real Estate Disclosure Addendum and Release**.

29. CONSULT AN ATTORNEY: Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____ Seller's Attorney is: _____

Telephone: (____) _____

Telephone: (____) _____

Facsimile: (____) _____

Facsimile: (____) _____

Email: _____

Email: _____

**EXECUTED the _____ day of _____, 20__ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer _____

Seller _____

Buyer _____

Seller _____

BROKER INFORMATION AND RATIFICATION OF FEE

AUCTION COMPANY has agreed to pay Other Broker _____ of the total sales price when AUCTION fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

_____ Other Broker	_____ License No.	_____ AUCTIONEER	_____ License No.
represents	<input checked="" type="checkbox"/> Buyer only as Buyer's agent	represents	<input checked="" type="checkbox"/> Seller only as Seller's agent

_____ Associate	_____ Telephone	_____ Auctioneer	_____ Telephone
--------------------	--------------------	---------------------	--------------------

_____ Broker's Address	_____ Auctioneer's Address	_____ Facsimile
---------------------------	-------------------------------	--------------------

_____ City	_____ State	_____ Zip	_____ City	_____ State	_____ Zip
---------------	----------------	--------------	---------------	----------------	--------------

_____ Facsimile	_____ Email Address
--------------------	------------------------

Email Address

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of \$_____ Earnest Money is hereby acknowledged by the Escrow Agent and the Escrow Agent agrees to hold and disburse the Earnest Money in accordance with this Agreement.

By: _____

On behalf of Great Western Auction & Appraisal Services, I receipt the following in Earnest Money to be forwarded to the above referenced Title/Closing Company upon full execution of the contract by all parties.

\$ _____ Cashiers Check/Certified Funds Check # _____
 \$ _____ Personal/Company Check # _____
 \$ _____ Cash

By: _____
Great Western Auction & Appraisal Services

PROPERTY # _____

BIDDER # _____

Exhibit"B"

LIQUIDATED DAMAGES PROVISION

If the transaction described in the foregoing Agreement fails to close strictly in accordance with the terms of said Agreement because of the failure to or default of Buyer in the performance of Buyers obligation in accordance with said Agreement, the Buyer's Earnest Money deposit of \$ _____
In the possession of _____ shall be delivered to and retained by Seller as Seller's sole remedy and right to damages. Seller shall notify Escrow Agent in writing of such failure or default by Buyer and Escrow Agent shall act without any further instruction by any part! and is hereby irrevocably instructed to act on such notice or request and shall deliver the Earnest Money Deposit to Seller without any further notice from Buyer.

The parties agree that Seller's actual damages, in the event of the default of Buyer, would be difficult or impossible to determine. Therefore, said deposit has been agreed upon after negotiations, as the parties' best estimate of Seller's actual damages.

Further, it is hereby understood and between the parties herein that said Agreement will be terminated and _____ is hereby released of any and all responsibilities, liabilities, claims to said deposit by Seller and Buyer in releasing said funds.

Acknowledged and agreed by:

BUYER:

By: _____

Date: _____

By: _____

Date: _____

WITNESS:

By: _____

Date: _____

SELLER:

OWNER OF RECORD

By: _____

Date: _____

This Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards is attached on a separate sheet of paper to the Contract for Sale, between the undersigned Seller, and Buyer(s).

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built before 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 before purchase. "

SELLER'S DISCLOSURE

1. Presence of lead based paint and/or lead-based paint hazards (check item a or b below):
 - a. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. If checked, the following explanation is provided: _____
 - b. _____ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

2. Records and reports available to Seller (check Item a or b below):
 - a. _____ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided:
 - b. _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT

BY BUYER'S EXECUTION BELOW, BUYER ACKNOWLEDGES THAT:

- 1 Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
- 2 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
3. Buyer has either:
 - Received a 1 a-day opportunity {or mutually agreed-upon period) to conduct a risk assessment or inspectio~ for the presence of lead-based paint and/or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead- based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT

BY AGENT'S EXECUTION BELOW, AGENT ACKNOWLEDGES THAT:

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

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Each of the following parties has duly executed and delivered this attachment before the execution and delivery of the above-referenced contract of even date herewith.

SELLER:

OWNER OF RECORD

By: _____

Title: _____

Date: _____

Listing Broker _____

Date: _____

BUYER:

Buyer: _____

Buyer: _____

Date: _____

Cooperating Broker _____

Date: _____

Loan #: _____

Property #: _____

REAL ESTATE DISCLOSURE ADDENDUM AND RELEASE

Between _____ hereby known as "Seller" and

_____, hereby known as "Buyer" for the property known as:

Buyer acknowledges that they are aware that mold, mildew and/or other microscopic organisms may be present in the subject property. Buyer is aware that exposure to certain species of mold may pose health risks, particularly in individuals with immune system deficiencies, allergies or respiratory problems, young children and elderly persons. To the best of Seller's knowledge, no tests have been performed and no investigation undertaken in connection with mold, fungal spores or any other microscopic organisms that may be present within the subject property. Buyer acknowledges that the property is being sold and conveyed "**as-is.**" Buyer further acknowledges that under the terms of the Purchase and Sale Agreement, Buyer has had, or will have had, prior to closing, full and timely opportunity to make a complete inspection of the subject property and the subject matter of the aforementioned disclosures, including any environmental inspection or investigation. Buyer agrees that the purchase of the property reflects the agreed upon value of the property "**as-is,**" including the aforementioned disclosures.

Seller has not made and does not make any express or implied representation or warranty of any kind with respect to the environmental condition of the subject property or whether it is in compliance with any local, state or federal environmental law, code or standard. Buyer hereby agrees not to pursue any claim against Seller or its Agents for any violation of any such laws, codes or standards, or for costs incurred in conducting investigations pursuant to such vs, codes or standards. In addition, Buyer agrees to fully and forever release, discharge and hold harmless Seller, agents, employees, contractors, representatives and auctioneer from and against any claims, damages, losses, costs or expenses of any kind sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the subject property.

Buyer is aware that Seller may have acquired the property which is the subject of this transaction by way of foreclosure, and Seller is selling and Buyer is purchasing the property in an "**as-is**" condition without representations or warranties of any kind or nature. Buyer acknowledges for Buyer, for Buyer's successors, heirs and assignees that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, *geology*, lot size, the existence of termites or other wood destroying insects, radon or hazardous substances, whether not the property is located in a flood zone or whether the property conforms to local ordinance or regulations, including zoning or suitability of the property and/or in compliance with any city, county, state and/or federal statutes, codes or ordinances. Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to mold, roof foundations, etc. The premises were accepted without representation or warranty of any kind or nature and in an "**as-is**" condition based solely on Buyer's own inspection.

Date

Buyer

Seller

Buyer