

BUY - SELL AGREEMENT (Residential)
(Including Earnest Money Receipt)



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

1 Date: _____
2 _____

3 as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ individually, ☐ other
4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to
5 sell the following described real property (hereafter the "Property") commonly known as
6 580 Border Lane
7 _____

8 in the City of Rexford, County of Lincoln, Montana,
9 legally described as: S11 T37N R28W Parcel 1 in Book 273 Page 950, 9.99 Acres
10 _____
11 _____

12 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
13 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are
14 attached to the Property are included in the purchase price and transfer to the Buyer, free of liens and without warranty
15 of condition. Certain fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether
16 they are in fact permanently installed and attached to the Property. These fixtures and fittings are electrical, plumbing and
17 heating fixtures, solar panels and related components, Seller owned water softeners/conditioners and propane tanks,
18 wood, pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, window
19 treatments, attached floor coverings, television wall mounts, satellite dish, hot tub, air cooler or conditioner, garage door
20 openers and controls, fireplace inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property,
21 attached buildings or structures, unless otherwise excluded below:
22 _____
23 _____
24 _____

25 **PURCHASE PRICE AND TERMS:**

26 \$ _____ Purchase Price: _____ (U.S. Dollars)
27 \$ 25,000.00 Earnest Money (credited to Buyer at closing)
28 \$ -25,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

29 (check one):

30 ☒ All cash at closing (no financing contingency);

31 Certification of cash funds provided ☒ with offer **OR** ☐ delivered by Buyer within
32 _____ days of the date all parties have signed this Agreement.

33 ☐ Additional cash down payment at closing in the minimum amount of:

34 ☐ \$ _____ **OR** ☐ _____ % of the Purchase Price

35 Balance to be financed as indicated below:

36 ☐ Conventional ☐ FHA ☐ VA ☐ MBOH ☐ USDA-RD ☐ Seller Financing ☐ Assumption

37 ☐ Other:

38
39 Pre-approval letter from financial institution provided ☐ with offer **OR** ☐ delivered by Buyer
40 within _____ days of the date all parties have signed this Agreement.
41 _____

42 **CLOSING DATE:** The date of closing shall be (date) 9/3/2025 (the "Closing Date").

43 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
44 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
45 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement (including
46 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
47 more than 3 days to accommodate delays attributable solely to such third party financing including, but not limited
48 to, delays attributable to governmental regulations. If the Closing Date, or any extension of the Closing Date, falls on a
49 Saturday, Sunday or Montana or federal holiday, it shall automatically be extended to the first day immediately following
50 that is not a Saturday, Sunday or Montana or federal holiday.

Buyer's Initials

Seller's Initials

51 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
52 ☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR
53 ☒ upon recording of the deed or notice of purchaser's interest, OR
54 ☐

55
56 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,
57 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.
58

59 **EARNEST MONEY:** (check one)

60 ☒ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by
61 check, cash or wire transfer.

62
63 Broker/Salesperson: _____
64 (name printed) (signature acknowledging receipt of earnest money)
65 **OR**

66
67 ☐ Buyer agrees to provide earnest money in the amount as set forth herein within _____ days, by 5:00 p.m. (Mountain
68 Time), of the date all parties have signed this Agreement. If the date the earnest money is due falls on a Saturday,
69 Sunday or Montana or federal holiday, it shall be paid on the first day immediately following the due date that is not a
70 Saturday, Sunday or Montana or federal holiday.

71
72 Earnest money may be made by check, cash or wire transfer and shall be held in trust by Flying S Title of Eureka
73 _____. If Buyer fails to provide earnest money as set forth herein,
74 Buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.
75 The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are
76 consideration for services rendered.

77
78 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are
79 included and shall transfer to the Buyer at Closing:

80 _____
81 _____
82 _____

83 Buyer acknowledges that only the personal property set forth above is to transfer to the Buyer at Closing regardless of
84 any other advertisements or information to the contrary.

85
86 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener
87 ☐ water conditioner ☒ propane tank ☐ satellite dish, ☐ satellite control ☐ alarm system ☐ other

88
89 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no
90 representations or warranties concerning the transferability of said items or the assignment of any agreements relating to
91 the lease/rental of said items.

92
93 **FINANCING CONDITIONS AND OBLIGATIONS:**

94
95 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment
96 and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source
97 of such funds unless otherwise expressly set forth herein.

98
99 **LOAN APPLICATION:** If Buyer fails to (i) make written application for financing with a lender which shall include
100 providing a full executed copy of this Agreement to the lender, provide notice of their intent to a lender and pay to the
101 lender any required fees, (ii) apply for assumption of an existing loan or contract, or (iii) initiate any action required
102 for completion of seller financing by 5:00 P.M. (Mountain Time) (date) _____ Buyer will be in breach
103 of this Agreement and Seller can exercise Seller's remedies under this Agreement. This clause shall not be construed
104 to restrict Buyer's right to review a loan estimate granted by governmental regulations.

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

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

DETECTION DEVICES: The Property is equipped with the following detection devices:

- ☒ Smoke detector(s)
- ☒ Carbon monoxide detector(s)
- ☐ Other fire detection device(s): _____

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

CONTINGENCIES: The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the Agreement shall continue to closing, unless, by 5:00 p.m. (Mountain Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived, or satisfied, this Agreement is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

INSPECTION CONTINGENCY:

☐ This Agreement is contingent upon Buyer's acceptance of any Property conditions that Buyer deems appropriate, including but not limited to any inspections or advice listed below. Buyer agrees to acquire, at Buyer's own expense, independent inspections or advice from qualified inspectors and advisors of the Buyer's choice. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Seller agrees to provide Buyer and Buyer's agents, inspectors and advisors reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller from any and all claims or damage, including attorney's fees, caused by or incurred during any inspections of the Property by or on behalf of the Buyer and that arise out of or are related to (i) any loss or damage to the Property or the contents of the Property caused by any inspection or (ii) any injury to Buyer or Buyer's inspectors or advisors.

Home/Property Inspection
Owner's Property Disclosure Statement
Roof Inspection
Structural/Foundation Inspection
Electrical Inspection

Review and Approval of Protective Covenants
Easements
Flood Plain Determination
Water Sample Test
Septic or Cesspool Inspection

Buyer's Initials

Seller's Initials

163 Plumbing Inspection
164 Heating, ventilation, cooling system – Inspection
165 Stove/Fireplace Inspection
166 Pest/Rodent Inspection
167 Well Inspection for Condition of Well and Quantity of Water
168 Accounting Advice
169 Survey or Corner Pins located
170 Access to Property
171 Verification of # of code compliant bedrooms
172 Verification of square footage of improvements
173 Water Rights
174 Zoning Determination
175 Post-Closing Rental Obligations
176 Inspection/Testing for Methamphetamine
177

Mineral Rights Search
Radon
Asbestos
Wildfire Risk
Legal Advice
Toxic Waste/Hazardous Material
Underground Storage Tanks
Sanitary Approval/Septic permit
Mold
Verification of lot size
Airport Affected Area
Road Maintenance
Internet Availability/Speed

178 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before
179 (Notice Date) N/A at 5:00 p.m. (Mountain Time), this inspection contingency shall be of
180 no further force or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the
181 Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that
182 portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects
183 to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to**
184 **negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested
185 remedies.
186

187 On or before the Notice Date set forth above, Buyer may deliver a written notice to the Seller or the Seller's
188 Broker/Salesperson electing to terminate the Agreement and withdrawing any prior notice or notices requesting a
189 resolution of the condition(s) noted, notwithstanding that Buyer may have previously delivered a notice or notices
190 electing to negotiate a resolution of the condition(s) noted, unless said prior notice(s) have been approved and agreed
191 to in writing by the Seller.
192

193 If Buyer has provided and not withdrawn a notice electing to negotiate and the parties enter into a written agreement
194 in satisfaction of the condition(s) noted, this contingency shall be of no further force or effect. If the parties cannot
195 come to written agreement in satisfaction of the condition(s) noted or if the Buyer does not withdraw, in writing, his/her
196 disapproval of the condition(s) noted and elect to continue to closing without regard to any and all previously provided
197 inspection notices, on or before (Resolution Date) N/A at 5:00 p.m. (Mountain Time),
198 the earnest money shall be returned to the Buyer, and the Agreement then terminated.
199

200 **FINANCING CONTINGENCY:**

201 ☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled
202 "PURCHASE PRICE AND TERMS." If financing cannot be obtained by the Closing Date this Agreement is
203 terminated and the earnest money will be refunded to the Buyer.
204

205 **APPRAISAL CONTINGENCY:**

206 ☐ Property must appraise for at least ☐ the Purchase Price **OR** at least ☐ \$ _____. If the
207 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
208 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
209 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
210 _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**
211 ☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price **OR** at least
212 ☐ \$ _____. Release Date: _____ at 5:00 p.m. (Mountain Time).
213

214 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of
215 the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer may not object to the
216 standard pre-printed exceptions (general exceptions not unique to the Property).
217 Release Date: N/A days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt
218 of the Commitment.

Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the Release Date set forth above and to object to any new title exceptions created or suffered since the effective date of the original Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the parties shall have the same rights set forth above and the Closing Date shall be extended by the number of days equal to the number of days set forth after the Release Date, above, plus thirteen (13).

INSURANCE CONTINGENCY: This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to the Buyer, hazard insurance on the Property. Release Date: N/A at 5:00 p.m. (Mountain Time).

LEAD BASED PAINT CONTINGENCY: For housing built prior to 1978, if Seller is required by applicable law to provide a Lead Based Paint Disclosure and pamphlet entitled "Protect Your Family from Lead in Your Home" (the LBP Documents), and if said LBP Documents have been provided to Buyer **after** the full execution of this Agreement by all parties, Buyer shall have the unconditional right to cancel this Agreement (without risk of loss or other adverse effects) within three (3) days after electronic or hand delivery of the LBP Documents, or five (5) days after deposit of the LBP Documents in the mail, by giving written notice of cancellation to Seller or Seller's Broker/Salesperson.

OWNER'S PROPERTY DISCLOSURE CONTINGENCY: Pursuant to Montana law, in the transfer of residential real estate in Montana a seller is required to provide to a buyer a written disclosure statement disclosing any adverse material facts that concern the residential real property and of which the seller has actual knowledge (the "Disclosure Statement"). If said Disclosure Statement is not delivered by Seller to Buyer prior to or contemporaneously with the execution of this Agreement Buyer shall have the right to rescind this Agreement within three (3) days after delivery of the Disclosure Statement by Seller to Buyer by Buyer giving written notice of rescission to Seller or Seller's Broker/Salesperson. Buyer may waive this right to rescind as set forth in this Agreement.

This Agreement is contingent upon
N/A

Release Date: _____ at 5:00 p.m. (Mountain Time).
This Agreement is contingent upon
N/A

Release Date: _____ at 5:00 p.m. (Mountain Time).

ADDITIONAL PROVISIONS:

Earnest money is to be considered non-refundable, unless the seller cannot provide an insurable title, or fails to complete closing on their part.

This agreement is free of all financing, inspection, and additional contingencies. Buyer to have all inspections completed prior to entering into this contract, and have all financing/payment provisions secured.

277 **DELIVERY OF OWNER'S PROPERTY DISCLOSURE:** Buyer acknowledges and understands that the actions of Seller's
278 Broker/Salesperson in including the Disclosure Statement in material available for download in the multiple listing
279 service(s) in which the Property was advertised for sale shall constitute delivery of said Disclosure Statement to Buyer.
280

281 Concerning delivery of the Disclosure Statement to Buyer:

282 ☒ A copy of the Disclosure Statement has been delivered to Buyer prior to or contemporaneously with providing the
283 offer set forth in this Agreement.

284 ☐ A copy of the Disclosure Statement has not been delivered to Buyer prior to or contemporaneously with providing
285 the offer set forth in this Agreement.

286 ☐ Buyer hereby waives the right to rescind this Agreement based on the fact that a copy of the Disclosure
287 Statement was not delivered to Buyer prior to or contemporaneously with providing the offer set forth in this
288 Agreement.
289

290 **CONVEYANCE:** The Seller shall convey the Property by Warranty deed, free of
291 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.
292

293 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be conveyed
294 at time of closing. Year Make/Model
295 Serial Number Title Number
296

297 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of claim,
298 certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights,
299 or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except
300

301 Filing or transfer fees will be paid by ☐ Seller, ☒ Buyer, ☐ split equally between Buyer and Seller.
302 Documents for transfer will be prepared by Flying S Title
303

304 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of
305 real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating
306 water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of
307 water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could
308 result in a penalty against the transferee and rejection of the deed for recording.
309

310 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana
311 should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water
312 bodies. It is the general policy of the State of Montana, under the Montana Natural Streambed and Land Preservation
313 Act of 1975, that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to
314 be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners should
315 consult their local conservation district, a land use professional, or other qualified advisor, regarding any applicable local,
316 state or federal regulations, including permitting or other approvals, before working in or around any streams, rivers,
317 wetlands, floodplains or other water bodies, including vegetation removal.
318

319 **FLUCTUATING WATER LEVELS:** Buyers of waterfront property or property which has waterfront access should be
320 aware that fluctuating water levels may occasionally or permanently affect the ability to recreate, irrigate, or engage in
321 other uses of said water. Water provided to the Property by a well, spring, or other surface or subsurface water source,
322 may also fluctuate as to the quantity or quality of the water which may occasionally or permanently affect the ability to
323 irrigate or engage in other uses of said water.
324

325 **FLOOD PLAIN DISCLOSURE:** Property flooding can occur any time of year from both surface water as well as
326 groundwater (water rising up through the ground). Buyer's hazard insurance policy usually will NOT cover property
327 damage due to this type of flooding. If Property is determined to lie within a FEMA-designated 1% Flood Hazard Area
328 and the Buyer is obtaining a loan, Buyer's lender will likely require the purchase of flood insurance in connection with
329 Buyer's purchase of the Property. The Property could be impacted, learn more at FEMA.gov

330 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
331 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all
332 of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc., lying below the surface of property. These
333 mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these
334 mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights
335 have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface
336 rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even
337 though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the
338 brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any
339 representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms,
340 brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of
341 the mineral rights to and for the Property.

342
343 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by ☐ Seller ☐ Buyer
344 ☒ Equally Shared.

345
346 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer
347 with an ALTA Standard Coverage Owner's Title Insurance Policy (as evidenced by a standard form American Land Title
348 Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's
349 title insurance coverage in the form of "Extended Coverage," "Enhanced Coverage" for an additional cost to the Buyer. It
350 is recommended that Buyer obtain details from a title company.

351
352 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to closing
353 unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other
354 adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary
355 title commitment approved by the Buyer.

356
357 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031
358 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
359 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to
360 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or
361 any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the
362 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section
363 below.

364
365 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement
366 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,
367 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been
368 approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

369
370 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District
371 and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges,
372 heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,
373 as of the date of closing unless otherwise agreed.

374
375 **HEATING FUEL/PROPANE PRORATION:** Seller and Buyer agree to prorate the heating fuel/propane at the current
376 market price as provided by a heating fuel/propane company no more than 7 days prior to closing, OR at the price charged
377 for the last refill per a receipt to be provided by the Seller prior to closing, whichever is LESS. If the heating fuel/propane
378 tank is rented, proration will be based on the most current rental fee charged or owing at the time of closing.

379
380 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
381 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller
382 agrees to leave the Property in broom clean or better condition, free and clear of Seller's personal property and
383 possessions, tenants, and occupants, except as otherwise agreed to in the Agreement. Seller also agrees to allow Buyer
384 a walk-through inspection of said Property prior to closing to confirm that all appurtenances and appliances included in
385 the sale remain on the Property and that there has been no significant change in the condition of the Property, except for
386 normal wear and tear and changes agreed upon by the parties.

387 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties
388 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
389 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
390 owner of property, contact either your local county extension agent or Weed Control Board.
391

392 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated,
393 certain individuals are required to register their address with the local law enforcement agencies as part of Montana's
394 Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information
395 concerning registered offenders available to the public. If you desire further information please contact the local County
396 Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the
397 area.
398

399 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act,
400 Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE
401 GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH
402 RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL
403 GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON
404 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property
405 has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this
406 Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation
407 treatment concurrent with an executed copy of this Agreement.
408

409 **NEWLY CONSTRUCTED RESIDENCE:** See "Newly Constructed Residence Addendum and Disclosure."
410

411 **BUYER'S REMEDIES:**

- 412 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
413 BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
414 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
415 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
416 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such
417 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;
418 **OR** (2) Demand that Seller specifically perform Seller's obligation under this Agreement;
419 **OR** (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
420

421 **SELLER'S REMEDIES:**

- 422 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction
423 anticipated by this Agreement within the time period provided in this Agreement, the Seller may:
424 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
425 under this Agreement shall be terminated;
426 **OR** (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;
427 **OR** (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.
428

429 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
430 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
431 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
432 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
433

434 **FOREIGN PERSON OR ENTITY:** The Foreign Investor Real Property Tax Act of 1980 ("FIRPTA") provides for the
435 withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount
436 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence. If
437 the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required
438 to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue
439 Service unless the transfer of the Property satisfies an exception provided for in FIRPTA. At or prior to Closing, Seller
440 agrees to perform any act and sign any document that is reasonably necessary to comply with FIRPTA including a
441 Statement of Non-Foreign Status. Seller acknowledges and agrees that in the event Seller does not do so, Buyer or the
442 closing agent may be required to withhold the applicable tax from the proceeds of sale at Closing and submit this amount
443 to the Internal Revenue Service, pursuant to FIRPTA.

444 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
445 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
446 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this
447 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents
448 concerning this Property or underlying obligations pertaining thereto.
449

450 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys
451 and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails
452 may look legitimate, but they are not. Buyer and Seller are advised NOT to wire any funds without personally speaking
453 with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should
454 NOT send personal information such as social security numbers, bank account numbers and credit card numbers through
455 email.
456

457 **ACCURACY OF THIRD-PARTY INFORMATION:** Buyer is encouraged to do Buyer's own research and due diligence
458 concerning the Property and to not rely solely on information contained in any advertisements, descriptions, photos, or
459 information provided by a Multiple Listing Service. Buyer acknowledges and agrees that any information prepared by
460 third parties with respect to the Property and provided to the Buyers was obtained from a variety of sources and that
461 neither Seller nor any Brokers/Salesperson representing Seller or Buyer have made any independent investigation or
462 verification of such information. Buyer further acknowledges that while such information provided to Buyer is believed to
463 be from sources deemed reliable, some sources may have conflicting or incorrect information.
464

465 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property from any cause is
466 assumed by Seller through the time of closing unless otherwise specified.
467

468 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
469

470 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of
471 each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express
472 written consent.
473

474 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
475 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine
476 just.
477

478 **COMPENSATION:** The Seller's and/or Buyer's commitment to pay compensation in connection with the transaction
479 anticipated by this Agreement is an integral part of this Agreement. Seller and Buyer acknowledge that the agent(s)
480 representing the Seller and/or Buyer are entitled to the compensation as previously agreed to in any written agreement(s)
481 with the Seller and/or Buyer, and any addendums or amendments to this Agreement, and that the agent(s) representing
482 the Seller and/or Buyer shall be entitled to deliver a copy of said agreement(s) to the individual or company closing the
483 transaction for payment at closing. If Seller is obligated to pay the agent(s) representing the Seller and/or Buyer, this
484 Agreement shall constitute an irrevocable assignment of the proceeds payable to Seller at closing. If Buyer is obligated
485 to pay the agent(s) representing the Seller and/or Buyer, payment of said compensation shall be collected from Buyer as
486 a condition of closing. Buyer and Seller acknowledge and agree that any compensation payable is fully negotiable and
487 not set by Montana law, any board or association of REALTORS®, or any multiple listing service.
488

489 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all
490 counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature
491 transmitted by fax or other electronic means will be enforceable against any party, who executes the Agreement and
492 transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated
493 by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction
494 Act.
495

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

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

506
507 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 508 ☐ Lead Based Paint Disclosure ☐ Contingency for Sale of Buyer's Property
509 ☐ Addendum for Additional Provisions ☐ Back-up Offer
510 ☐ Multi-Family Disclosure ☒ Water Rights Acknowledgement
511 ☒ Mold Disclosure ☐ Condominium Disclosure/Addendum
512 ☐ Newly Constructed Residence Addendum and Disclosure ☐ Seller Compensation Addendum
513 ☐ Rent-Back Agreement (Post-Closing Seller Occupancy) ☐ Solar Panel Addendum
514 ☐ _____

515
516 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
517 hereafter have been involved in the capacities indicated below and the parties have previously received the required
518 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:
519

520 Bobby Roshon of Flathead Lake Real Estate Advisors LLC
521 (name of licensee) (name of brokerage company)

522
523 RRE-BRO-LIC-13001 of 7100 Highway 93, Lakeside
524 (licensee's Montana license number) (brokerage company address)

525
526 406-249-4104 406-249-4104
527 (licensee phone number) (brokerage company phone number)

528
529 bobby@bobbyroshon.com
530 (licensee email address)

531 is acting as ☐ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

532
533 _____ of _____
534 (name of licensee) (name of brokerage company)

535
536 _____ of _____
537 (licensee's Montana license number) (brokerage company address)

538
539 _____
540 (licensee phone number) (brokerage company phone number)

541
542 _____
543 (licensee email address)

544 is acting as ☐ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker
545 ☐ Seller's Agent (includes Seller's Sub-Agent).

546
547 ☐ Buyer is not represented by a real estate agent and acknowledges and agrees that Buyer is NOT represented by the
548 licensee(s) identified above.

549
550 ☐ Seller is not represented by a real estate agent and acknowledges and agrees that Seller is NOT represented by the
551 licensee(s) identified above.

552 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
553 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has
554 examined the subject real and personal property and represents that Buyer ☐ has **OR** ☐ has not physically visited the
555 Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her
556 independent investigation and judgments and has read and understood this entire Agreement.
557

558 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth
559 in the above offer and grant to said Broker/Salesperson until (date) _____, at _____ ☐ am ☐ pm (Mountain Time)
560 ☐ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
561 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has
562 not accepted by the time specified, this offer is automatically withdrawn. I/we hereby acknowledge receipt of a copy of
563 this Agreement bearing my/our signature(s).
564

565 _____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
566 Buyer's Signature

567
568 Name Printed: _____
569

570 Address: _____ State _____ Zip Code _____
571

572 _____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
573 Buyer's Signature

574
575 Name Printed: _____
576

577 Address (if different): _____ State _____ Zip Code _____
578

579 **SELLER'S COMMITMENT:**

580 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
581 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
582

583 _____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
584 Seller's Signature

585
586 Name Printed: _____
587

588 Address: _____ State _____ Zip Code _____
589

590 _____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
591 Seller's Signature

592
593 Name Printed: _____
594

595 Address (if different): _____ State _____ Zip Code _____
596

597 ☐ Modified per the attached Counter Offer:
598

599 _____ / _____
600 Seller's Initials Date

601 _____ / _____
602 Seller's Initials Date

603 ☐ Rejection of this offer by Seller (No counter offer is being made):
604

605 _____ / _____
606 Seller's Initials Date

_____ / _____
Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

WATER RIGHTS ACKNOWLEDGMENT



1 Date: _____

2

3 This Water Rights Acknowledgment is in reference to the Buy-Sell Agreement (hereafter the "Agreement") between
4 Joe Petersheim (hereafter the "Seller")

5 and _____ (hereafter the "Buyer")

6 dated July 19, 2025, covering the following described property 580 Border Lane
7 Rexford, MT

8 and legally described as: _____

9 S11 T37N R28W Parcel 1 in Book 273 PG 950, 9.99 Acres

10

11 _____ (hereafter the "Property").

12

13 A water right is the right to use water, both surface and subsurface. In Montana, water rights are the rights to the
14 use of water and not ownership of the water itself. Water rights are private property and may not automatically
15 transfer with land.

16

17 All water in Montana is property of the State of Montana for the use of the people of Montana. The actual
18 ownership of water rights in Montana may not be known as many water rights are still the subject of a statewide
19 adjudication process. The transfer of water rights is recorded with the Department of Natural Resources and
20 Conservation in the State of Montana. The transfer of any right may or may not warrant that right until the
21 adjudication process has been completed.

22

23 **BUYER'S ACKNOWLEDGMENT:** The undersigned Buyer acknowledges and agrees that the brokerage firms,
24 brokers and salespersons involved in the transaction anticipated by the Agreement set forth above do not warrant
25 or make any representations either concerning the quantity or quality of any water rights or any legal entitlement to
26 use of water including statements of claim, certificates of water right, permits to appropriate water, exempt existing
27 rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to or constituting a burden upon
28 the Property (hereafter in this section referred to as "Water Rights"). The Buyer further acknowledges and agrees
29 that any Water Rights affecting the Property may or may not have been fully or finally adjudicated and that Buyer
30 has been advised to make this Agreement contingent upon and to such independent inspections, evaluations and
31 advice concerning Water Rights and the adjudication process as Buyer might deem prudent. The Buyer is aware
32 that the brokerage firms, brokers and salespersons involved in the transaction anticipated by the Agreement set
33 forth above have not conducted an expert inspection or analysis of the Water Rights to and for this Property.

34

35

36 Buyer's Signature _____ Date _____

37

38

39 Buyer's Signature _____ Date _____

40

41

42 Buyer's Signature _____ Date _____

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.