HOW TO WRITE OFFERS

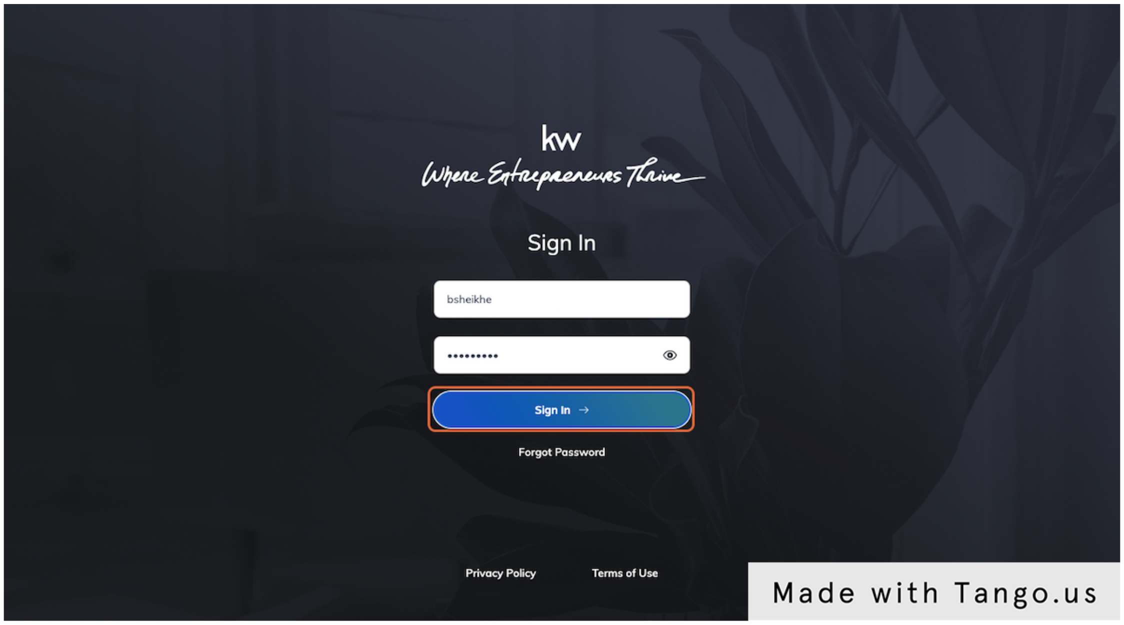
USING COMMAND & DOCUSIGN

KW REALTY GROUP
KELLERWILLIAMS.

STEP 1

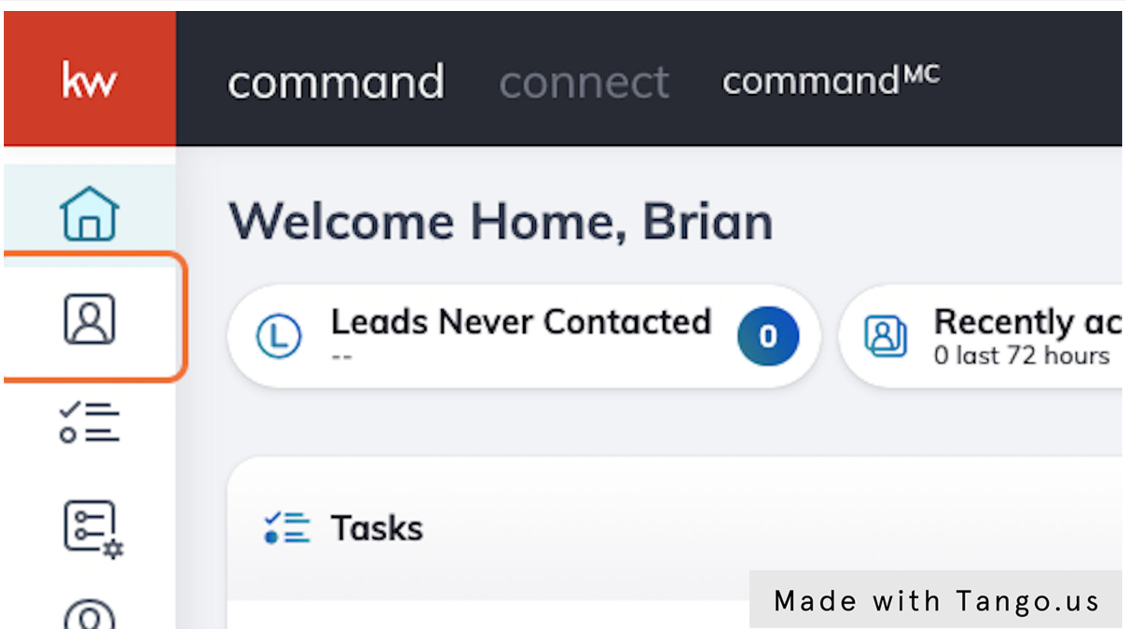
Go to agent.kw.com

Enter username/password and then click Sign In



STEP 2

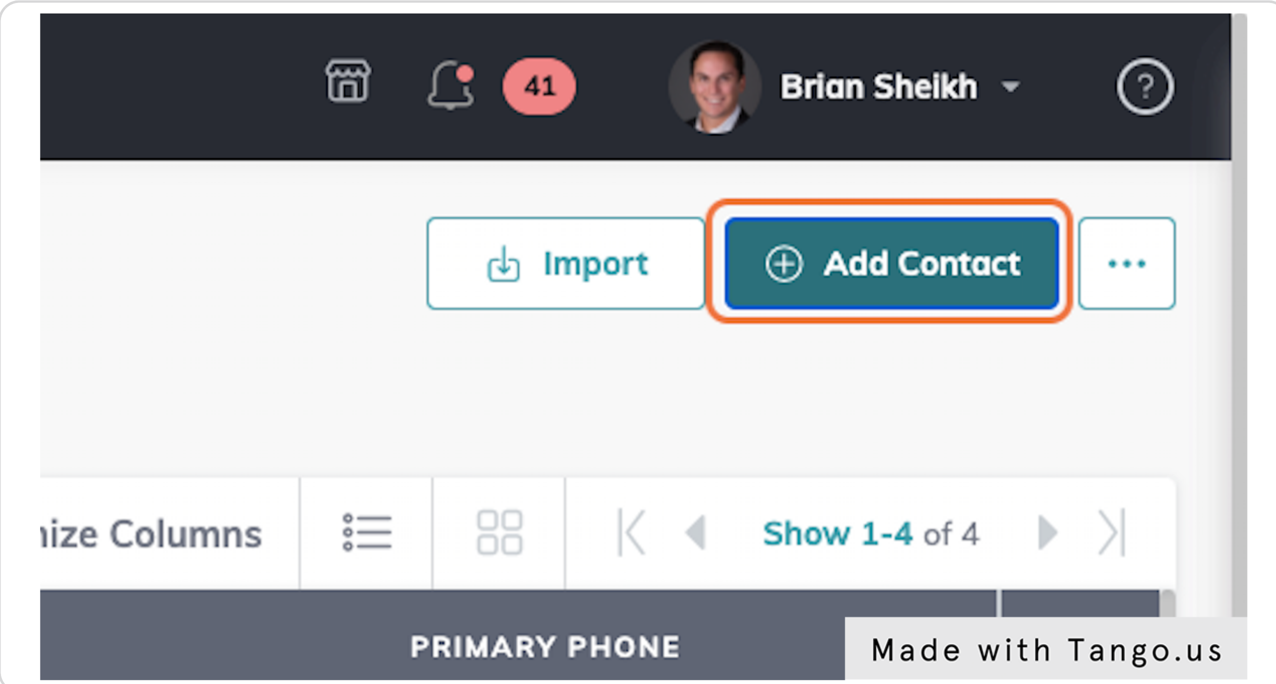
Click on Contacts



STEP 3

[If contact is not in Command yet, click on Add Contact in the top right corner of screen]

If your client is already in Command you can jump to step 5.

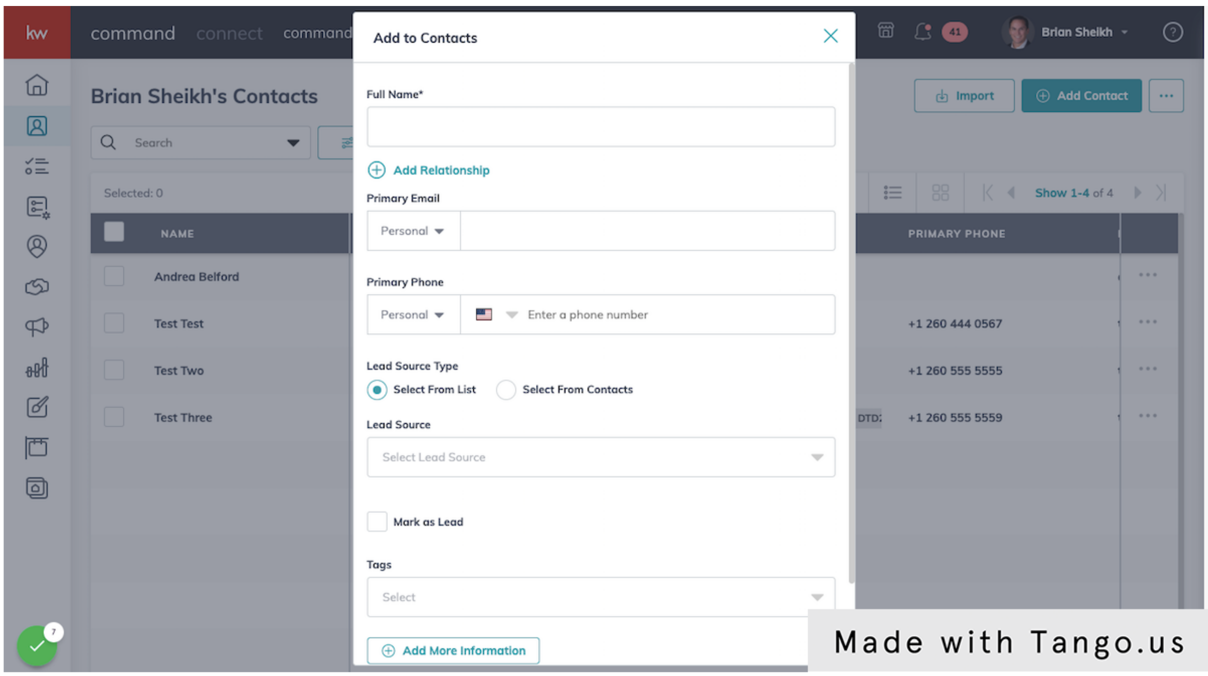


STEP 4

Input all of their information

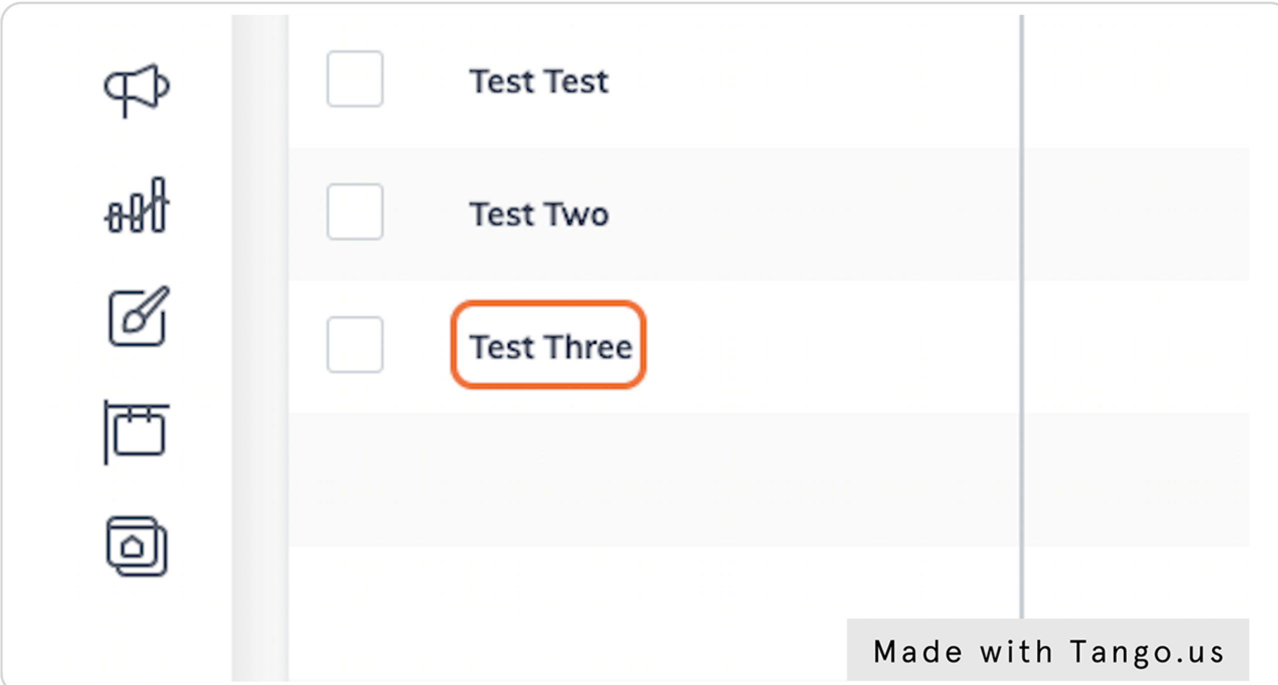
Also, if there are two people purchasing the home add the relationship. BOTH people will need to be contacts in your Command for this to work.

Quick Tip - Have their name match the pre approval letter as this will auto fill into DocuSign.



STEP 5

Once the client is created, or if the client is already in Command, double click on the name of the contact.

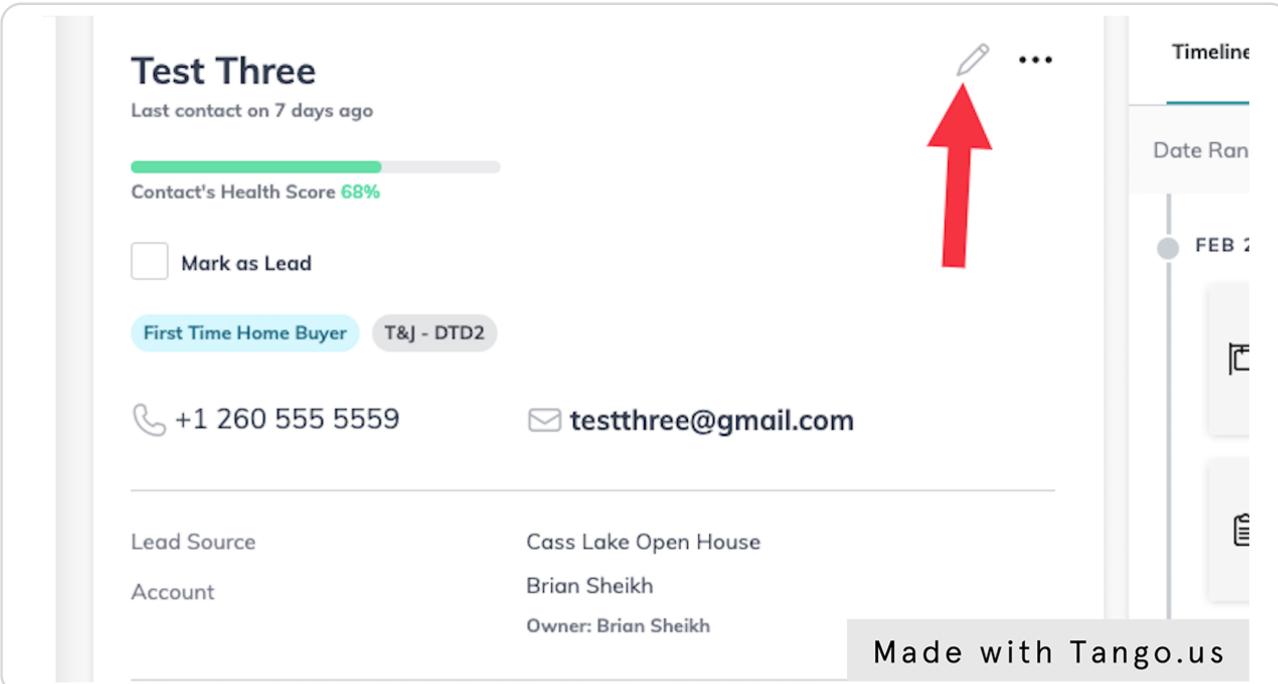


STEP 6

If you are using a client previously entered double check their information on the left hand side.

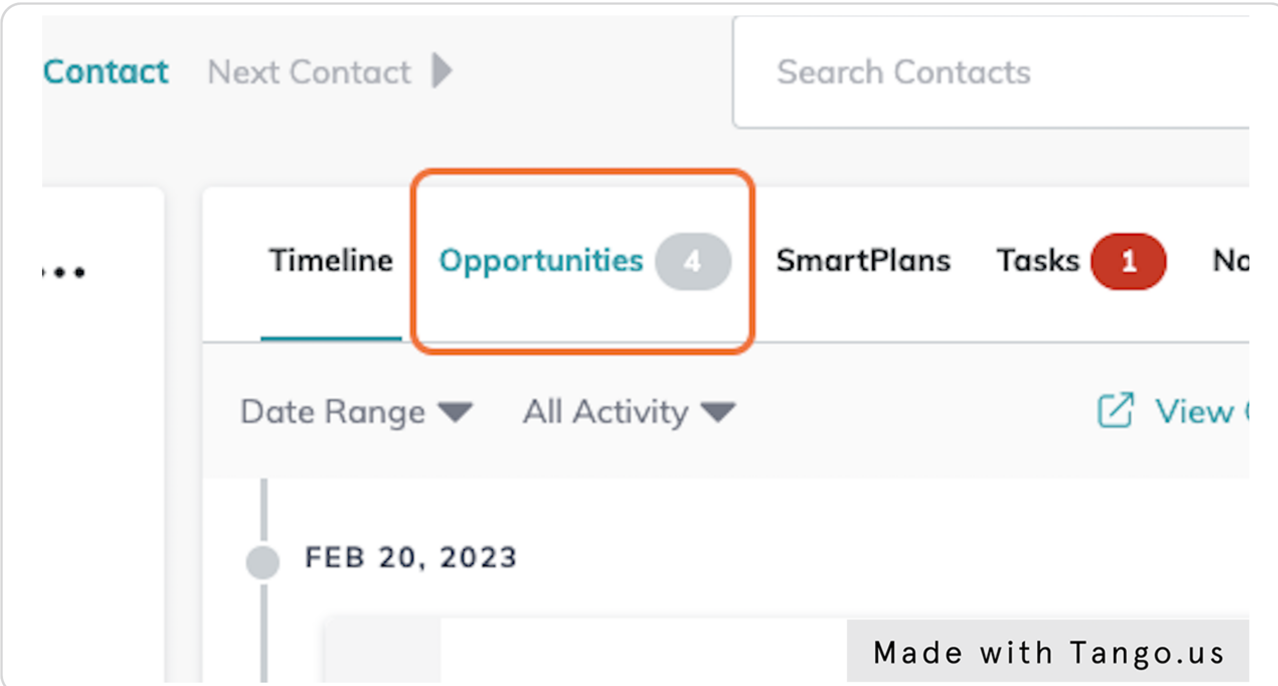
Quick Tip - Make sure their name matches the preapproval letter, that their email address looks correct, etc as this is what will be transferred over to DocuSign.

If you need to edit anything you can click on the pencil icon to adjust their information.



STEP 7

Click on Opportunities...

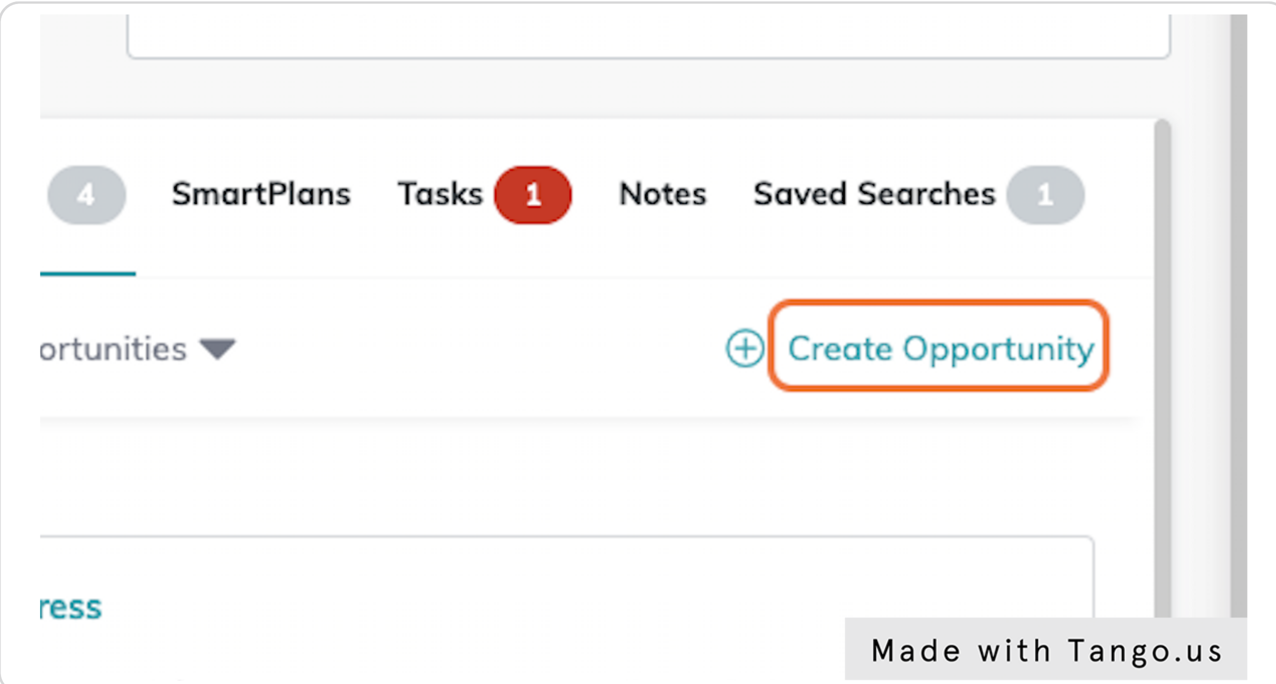


STEP 8

Click on Create Opportunity

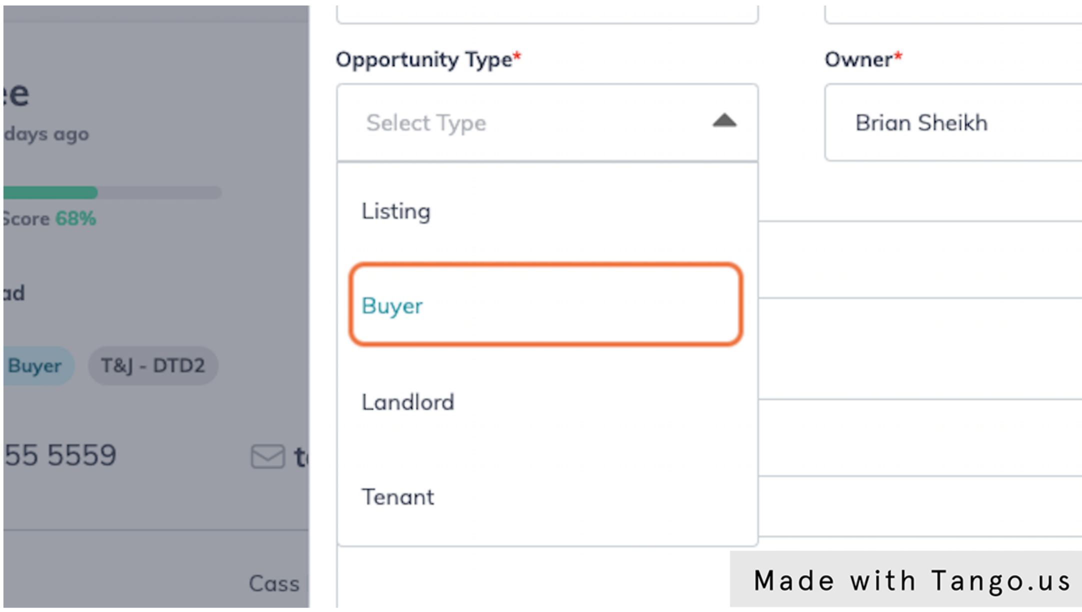
Quick Tip - Once you have an in depth conversation with your clients you should create the Opportunity at that point. If you do this - you can edit the Opportunity and then connect to DocuSign.

This helps you have a better feel for what is in your pipeline



STEP 9

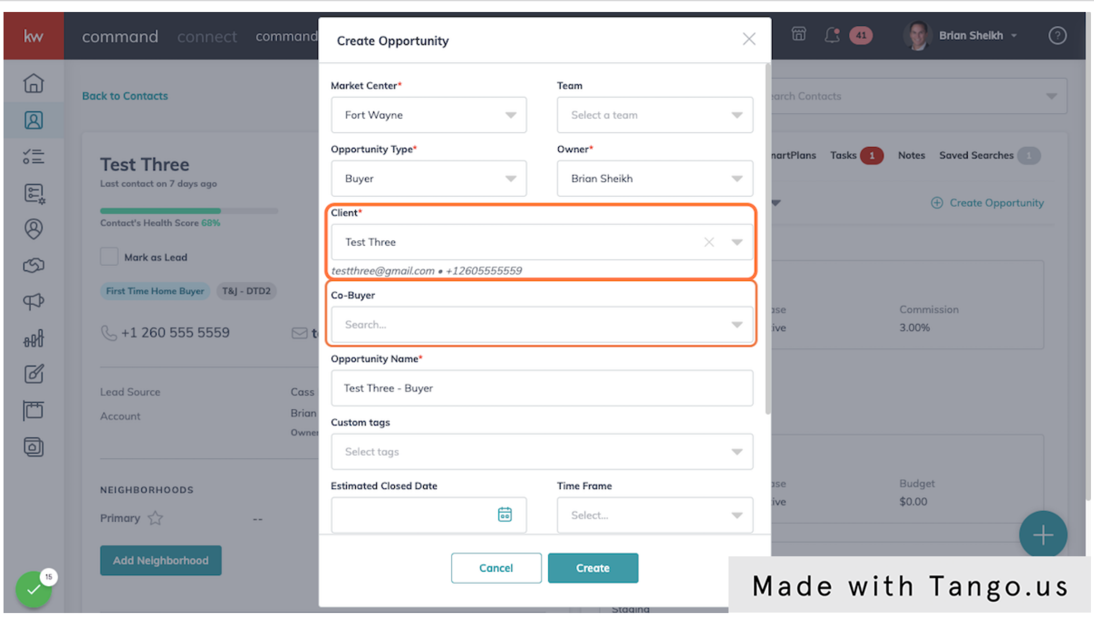
Click on Opportunity Type as Buyer



STEP 10

Verify the Client name is correct. Select Co-Buyer if there is one.

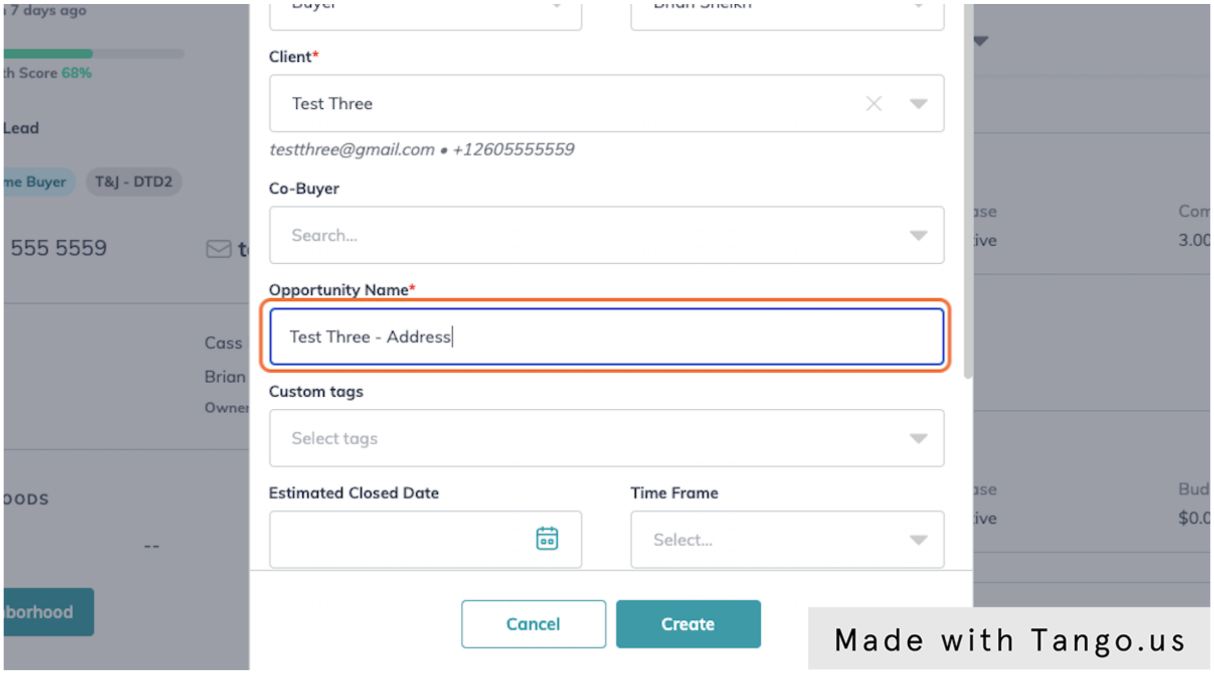
Quick tip - If you created a relationship above in Command that person will be recom-mended here



STEP 11

Input the Opportunity Name

Quick Tip - the best practice is to have the clients name AND the address here.

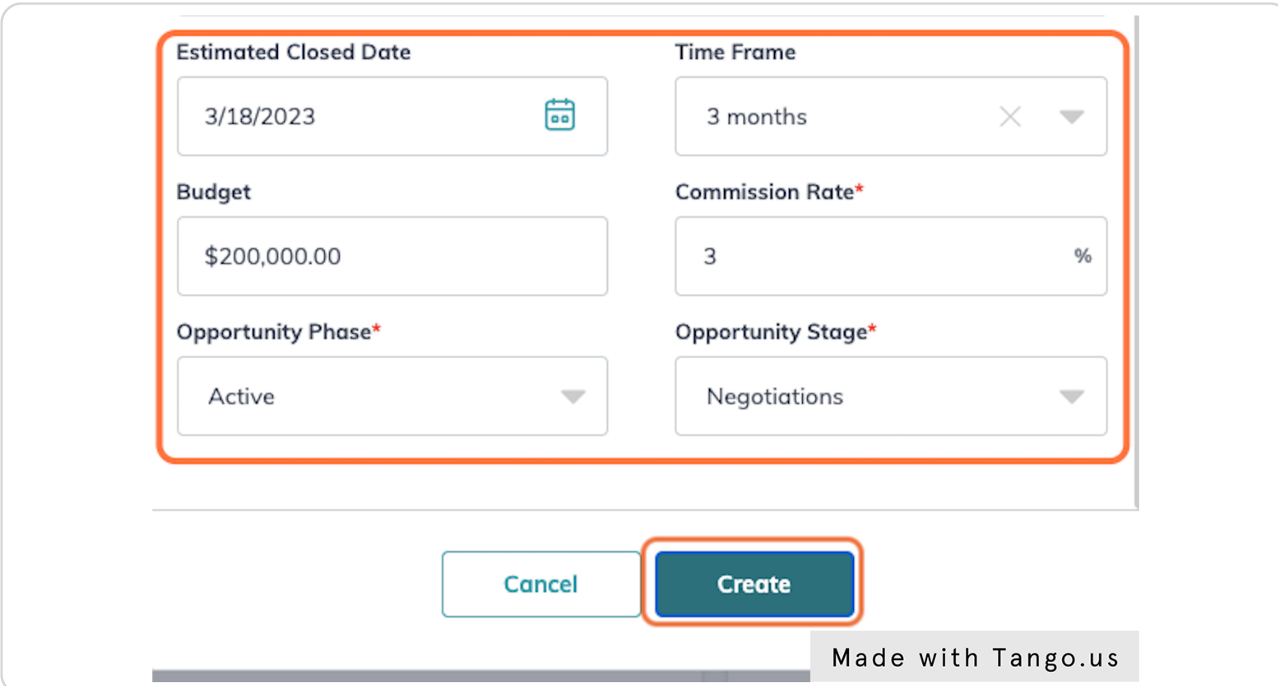


STEP 12

Fill in the information in the Orange Box.   Then hit Create

For Opportunity Phase & Stage what you see below are the recommended selections.

The others are based on the actual listing/offer information

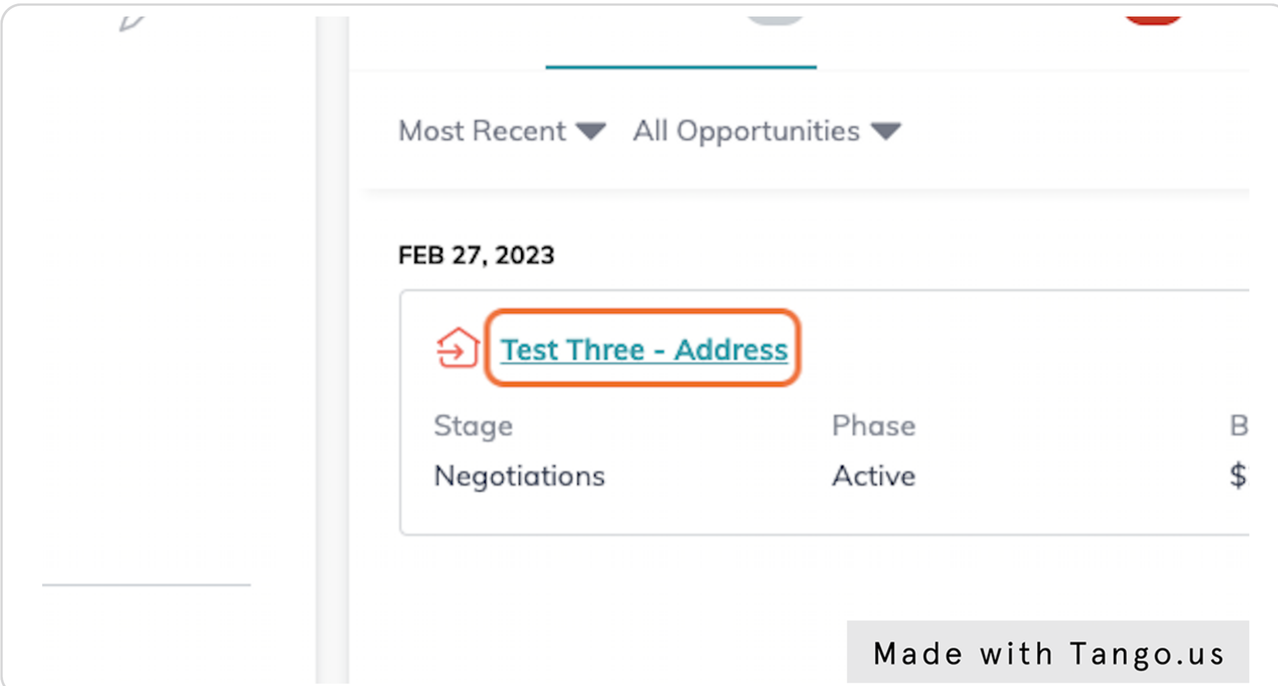


STEP 13

Click on the Opportunity Name to open the Opportunity.

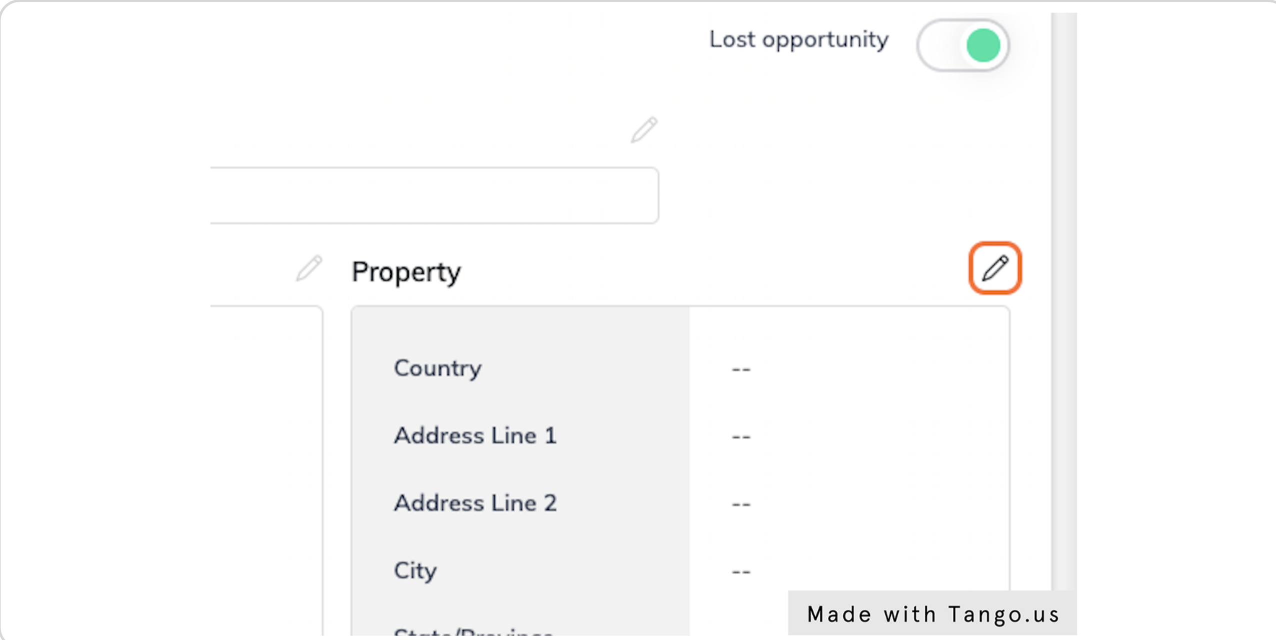
Quick Tip - Again, once you have an in depth conversation with your clients you should create the Opportunity at that point. If you do this - you can edit the Opportunity and then connect to DocuSign.

This helps you have a better feel for what is in your pipeline



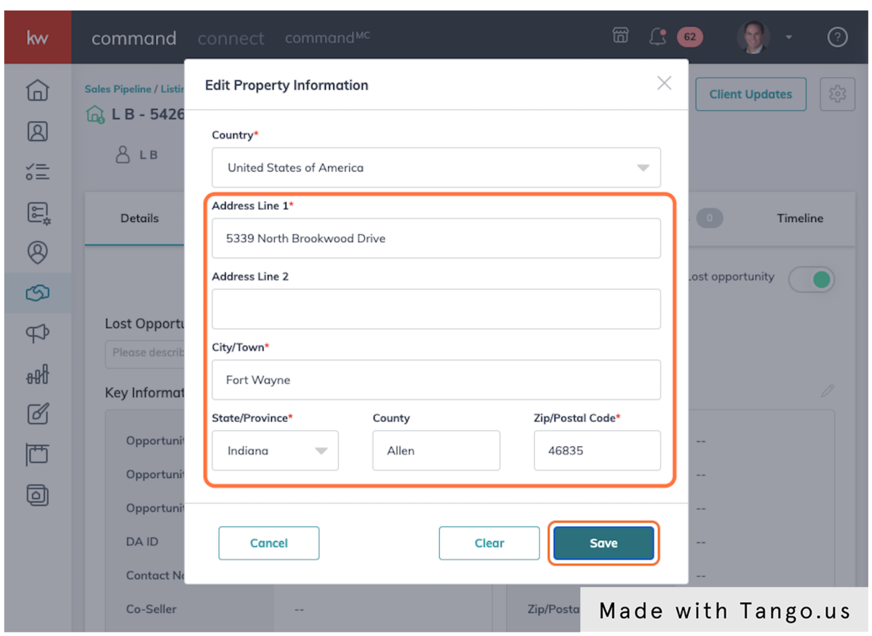
STEP 14

Add the address for your offer into the Opportunity by clicking on the pencil icon



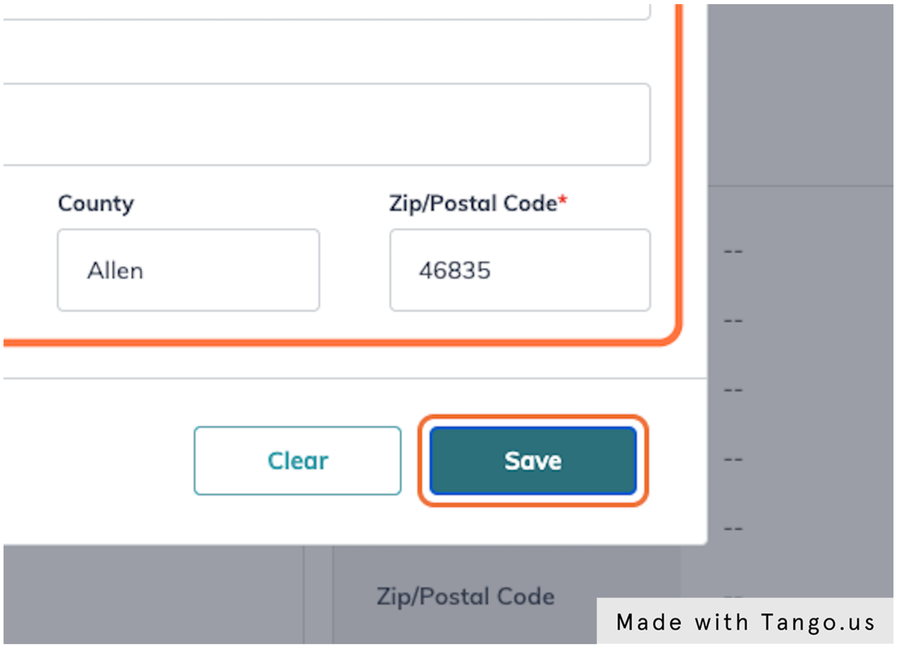
STEP 15

Type in the address, city, state & zip code.



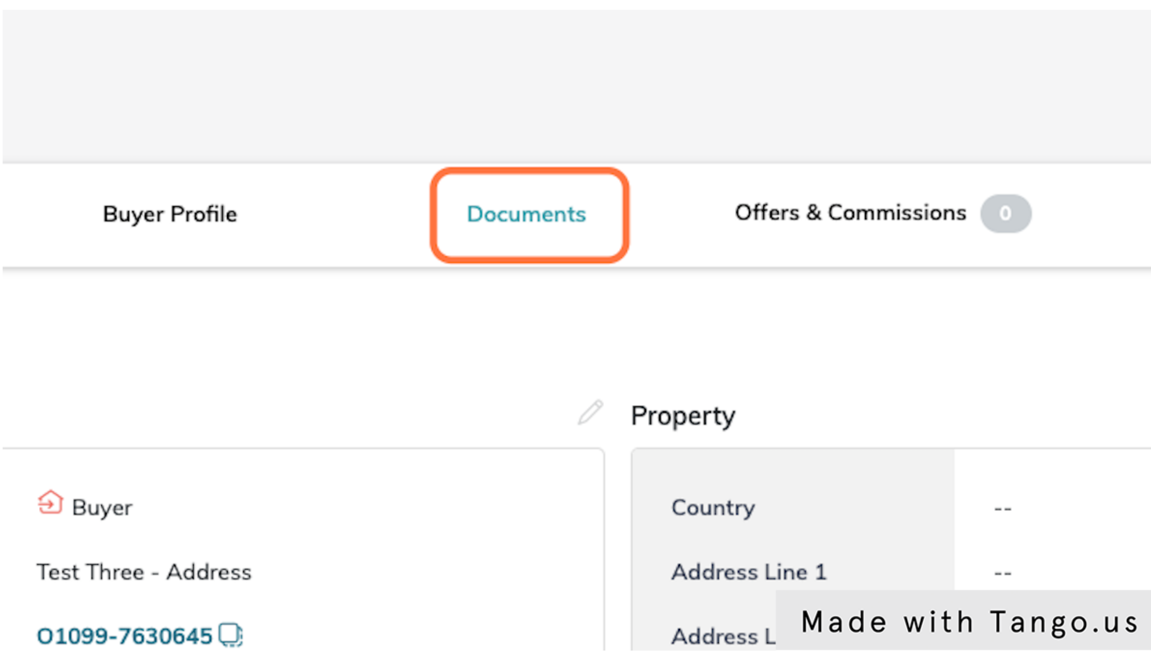
STEP 16

Then hit Save.



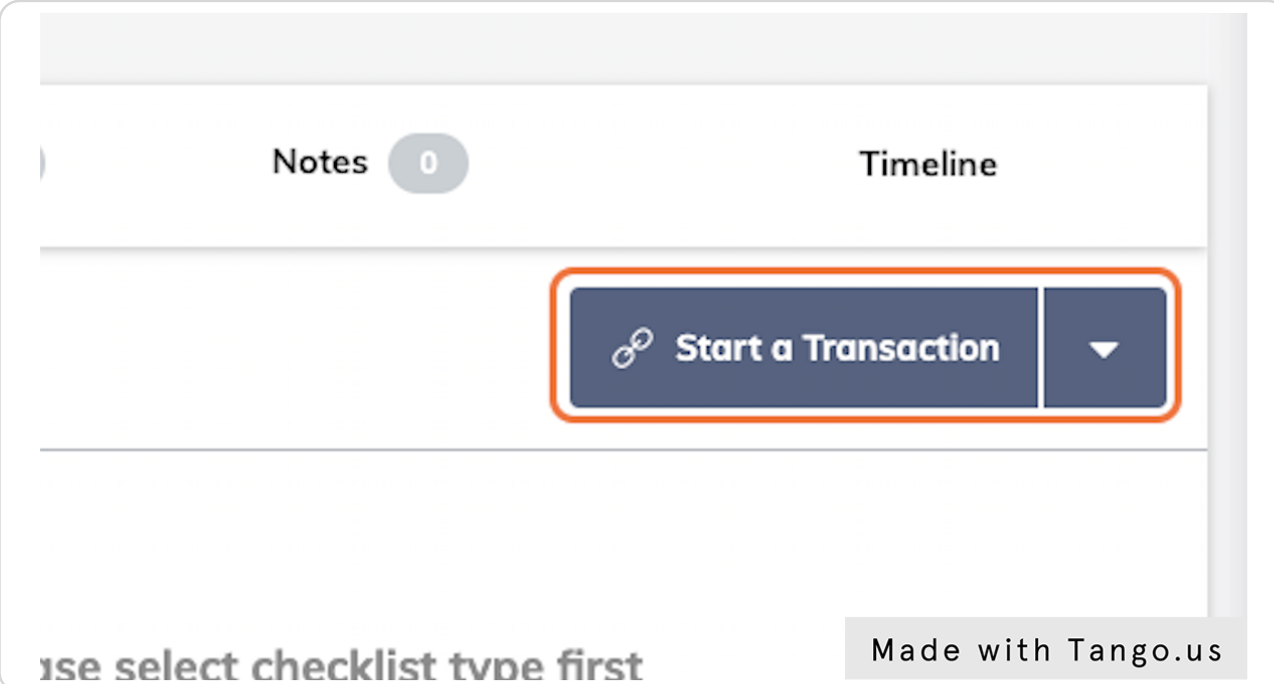
STEP 17

Click on Documents



STEP 18

Click on Start a Transaction

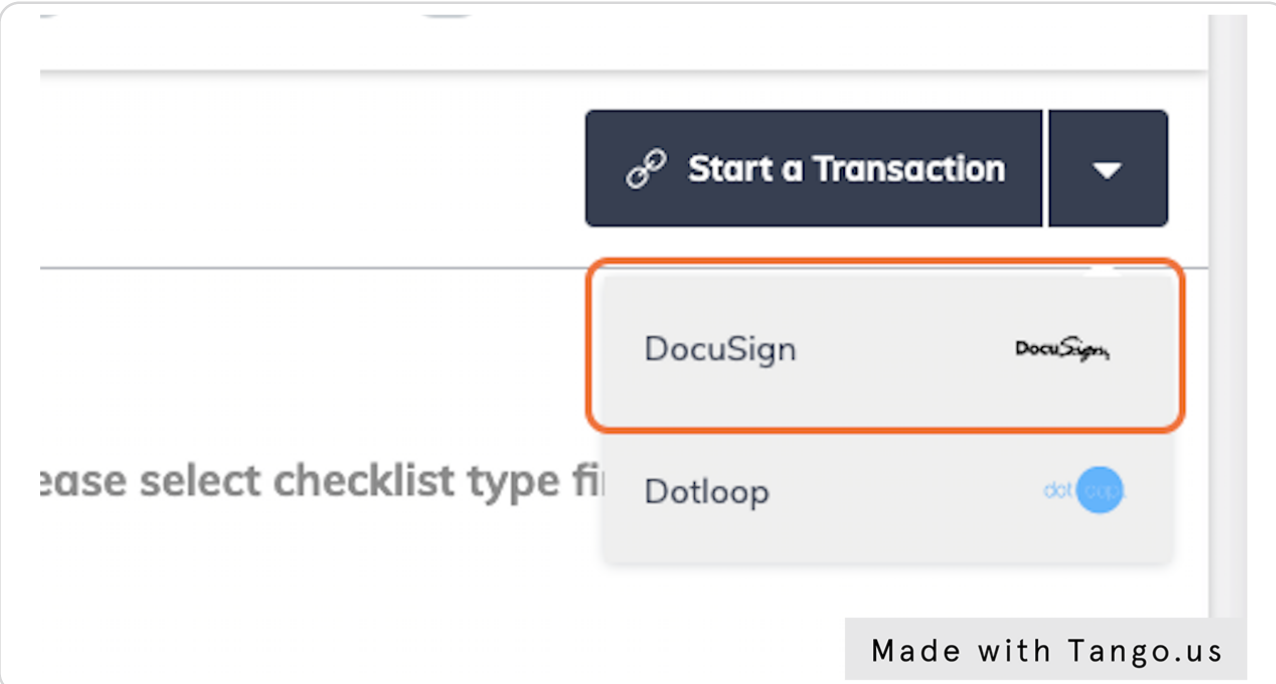


STEP 19

Click on DocuSign

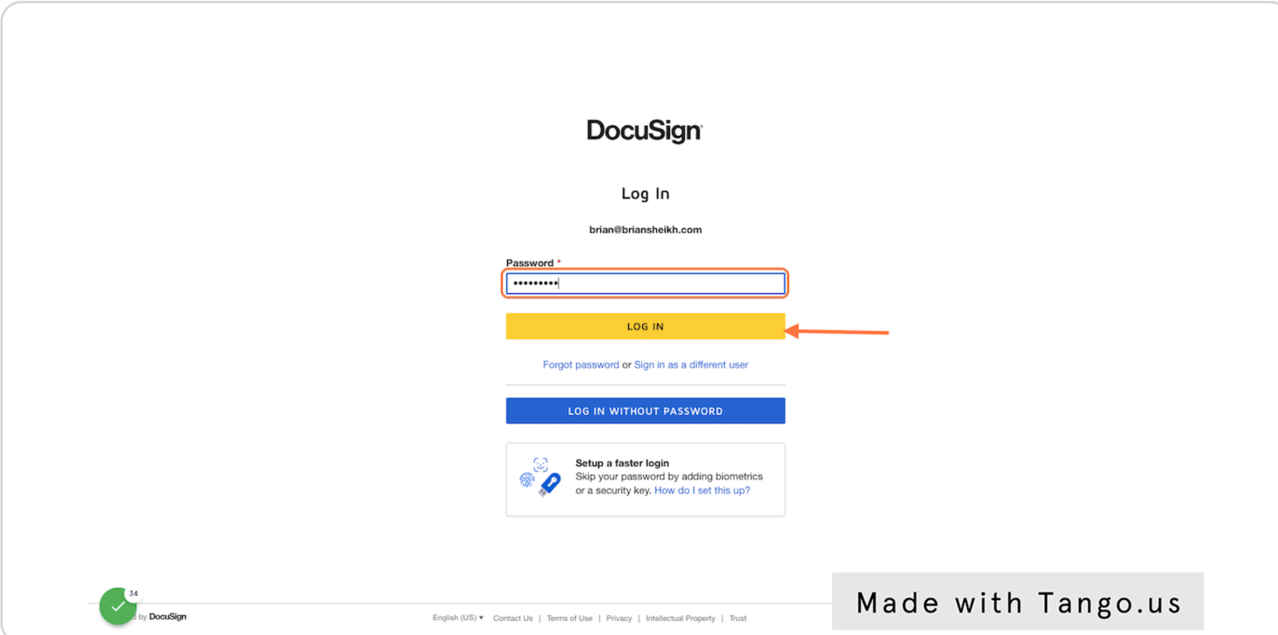
Quick Tip - If you see multiple options make sure you select DocuSign. If you select incorrectly, you will have to create a new Opportunity.

***If nothing pops up when you select DocuSign you may have pop up blockers turned on. Unfortunately, each computer is different so we cannot provide how to get around your pop up blocker.



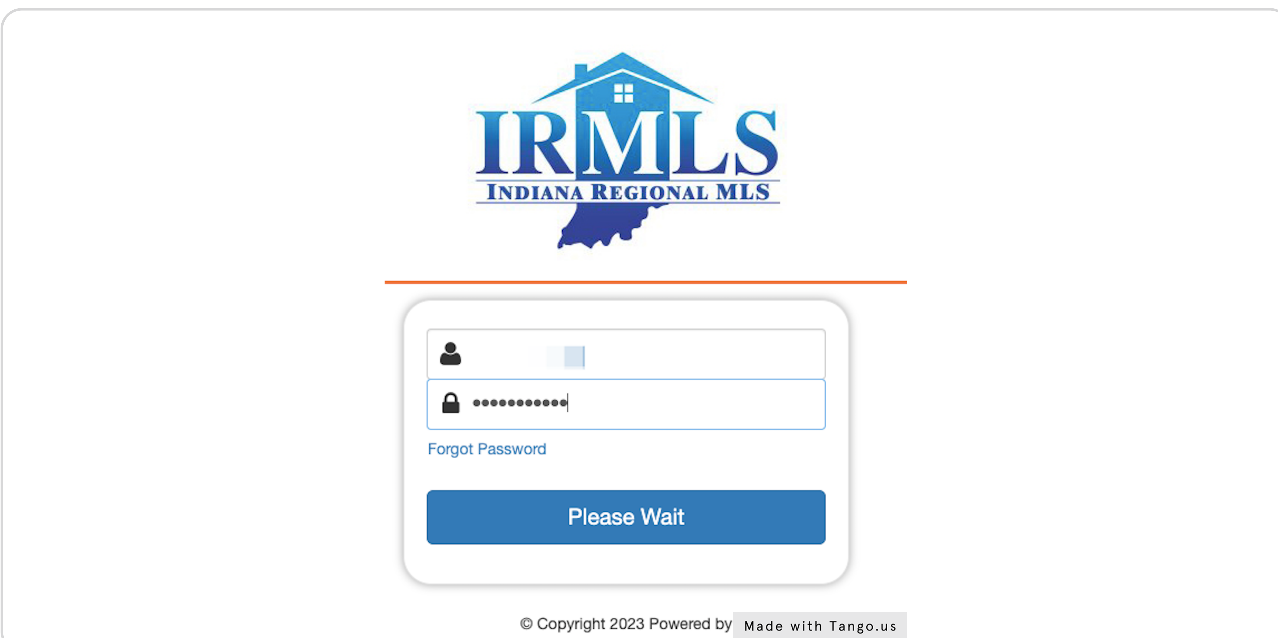
STEP 20

Log into DocuSign



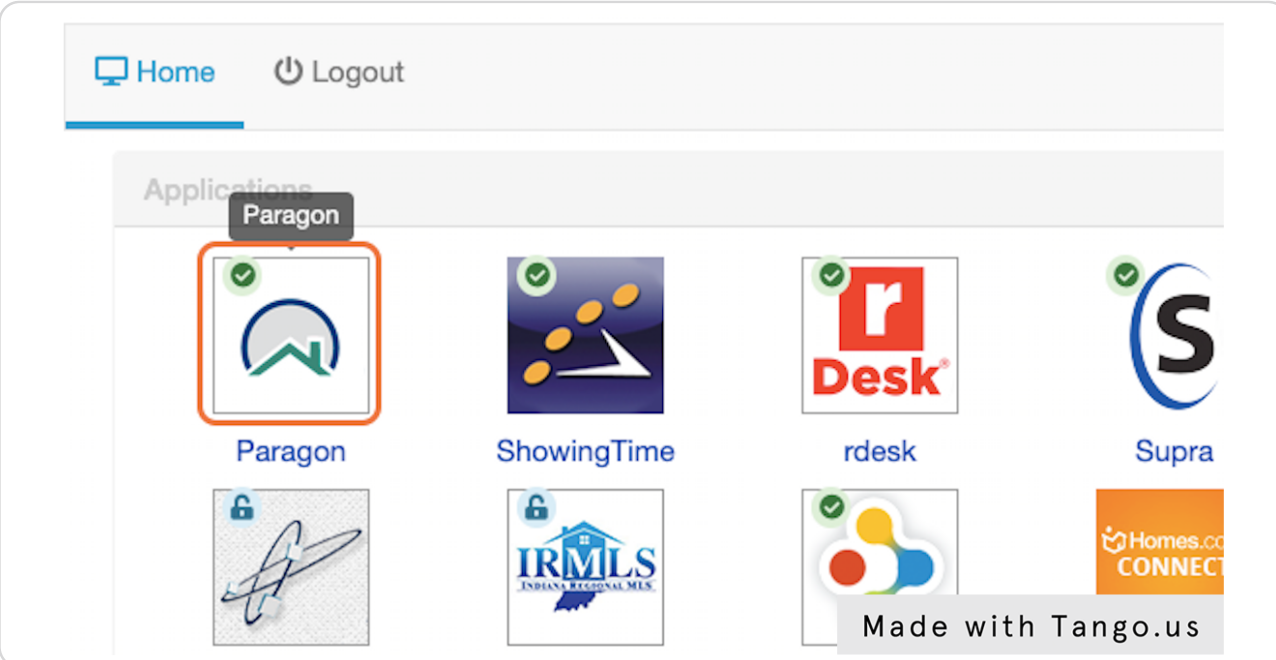
STEP 21

Open a new tab and log into your local MLS/Paragon.



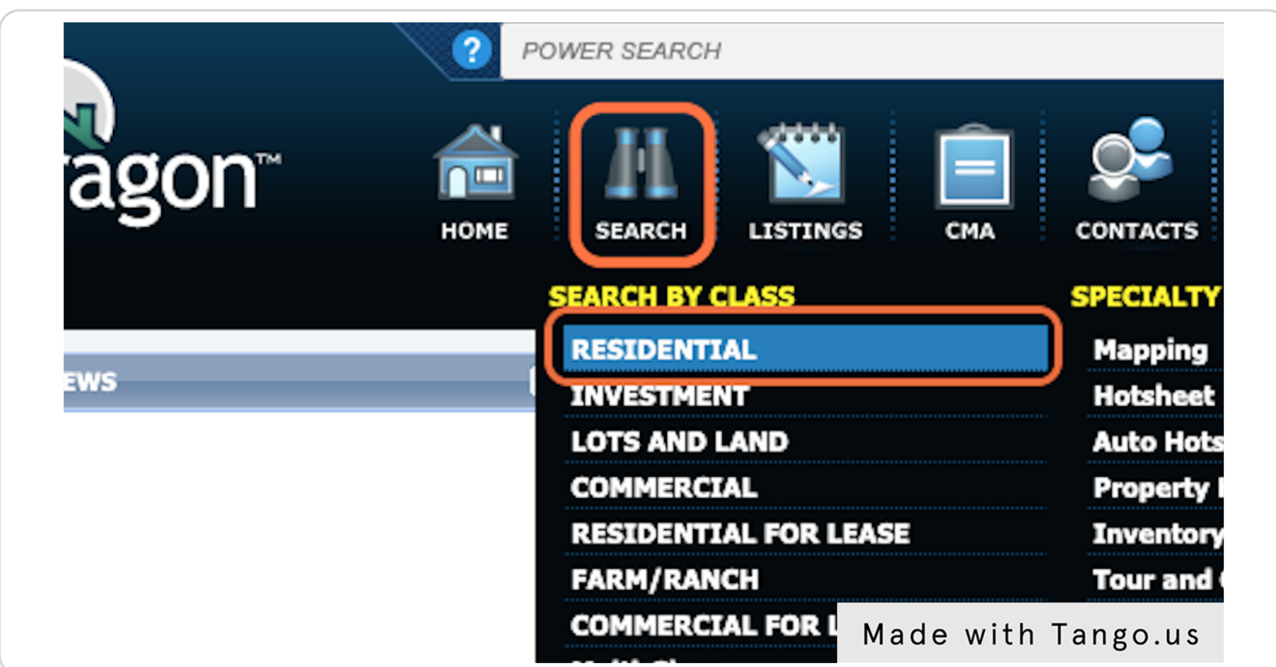
STEP 22

Click on Paragon



STEP 23

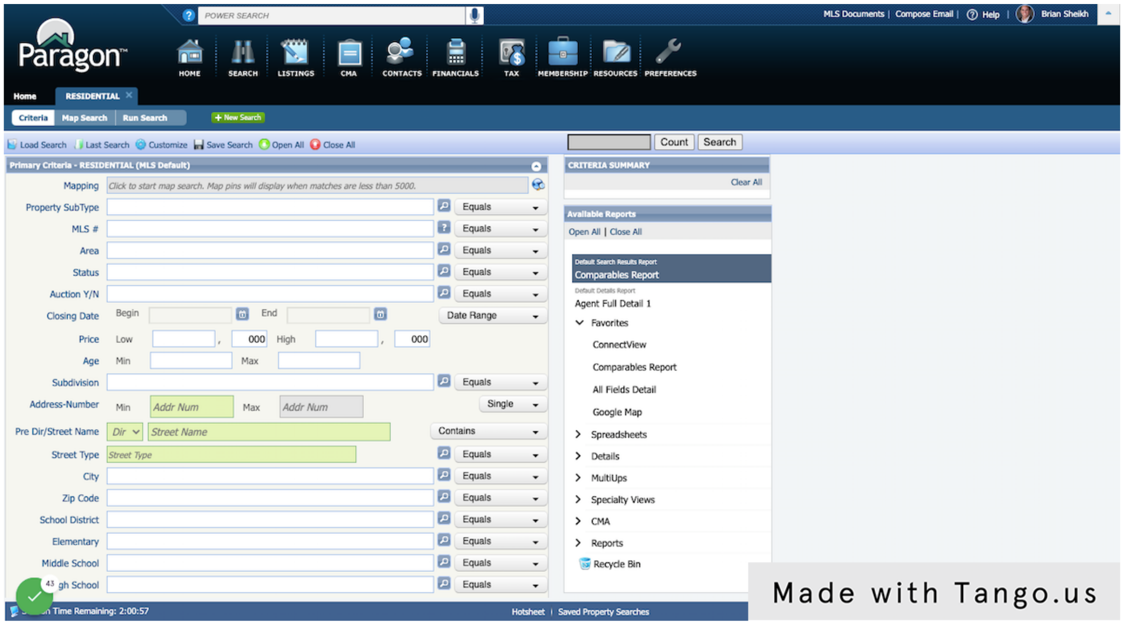
Click on SEARCH then RESIDENTIAL



STEP 24

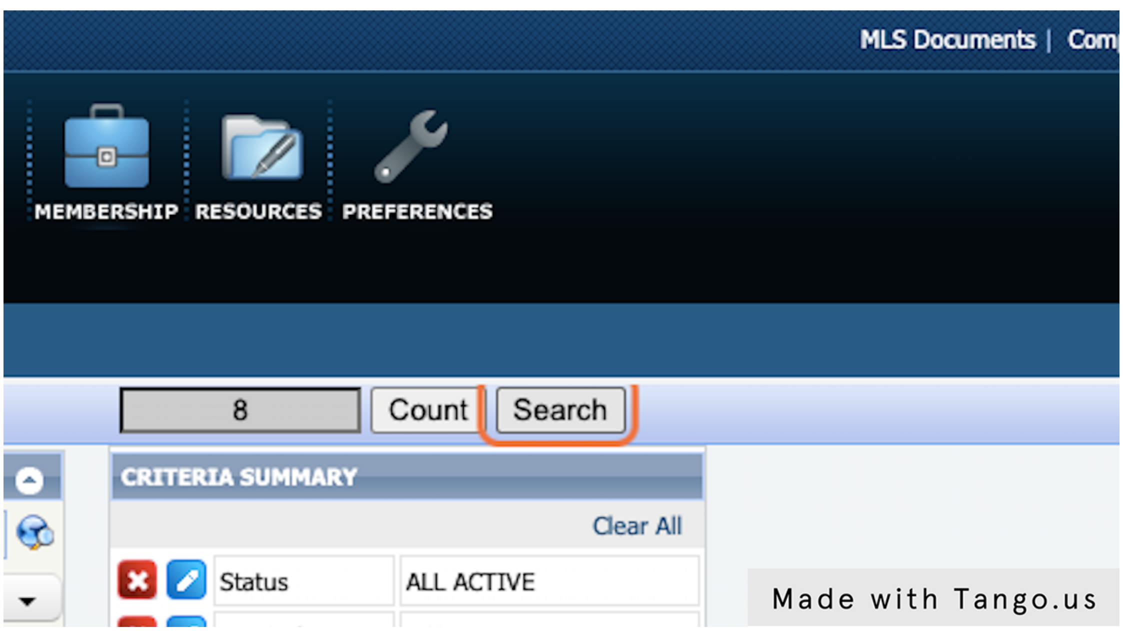
Search for the listing that you want to write the offer for.

Search for the address - include city, state, etc if needed.



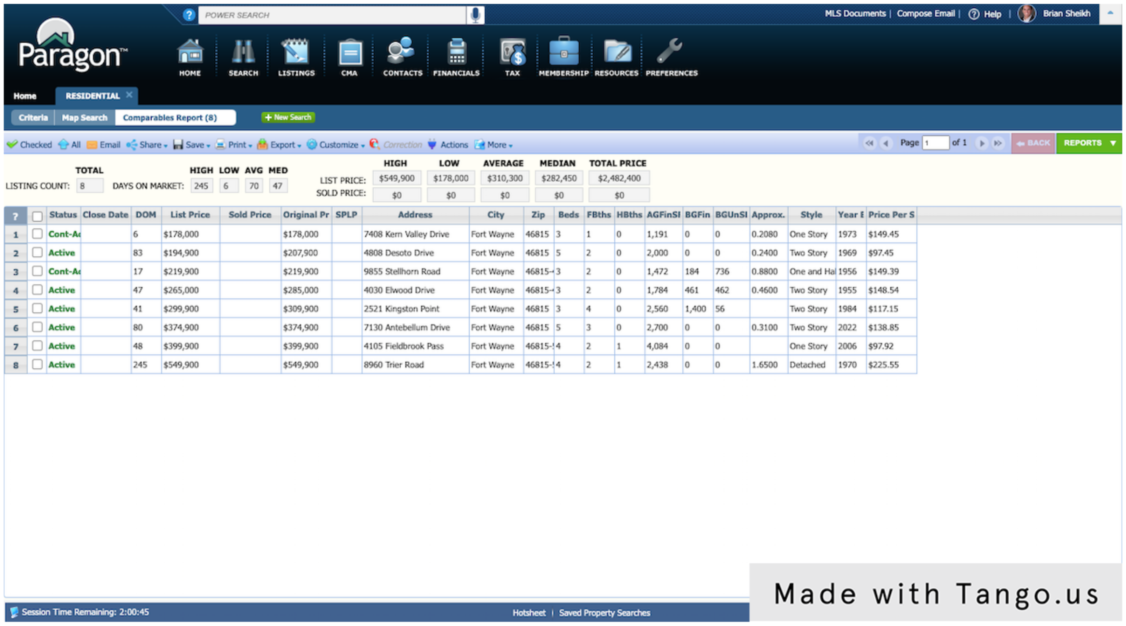
STEP 25

Click on Search



STEP 26

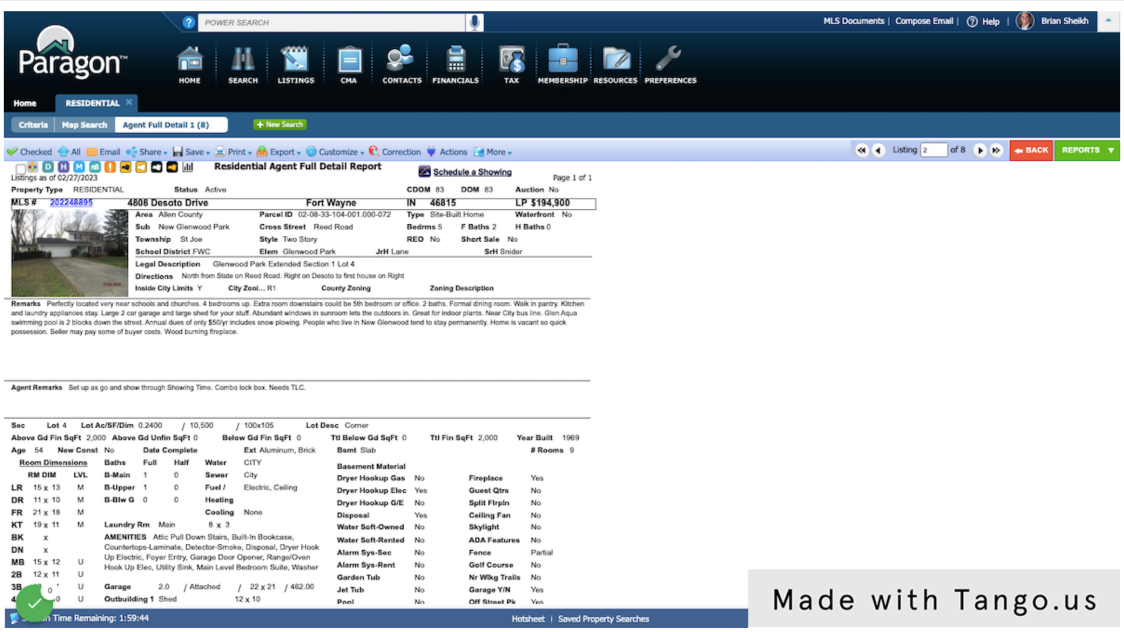
Double click on the listing you'd like to open



STEP 27

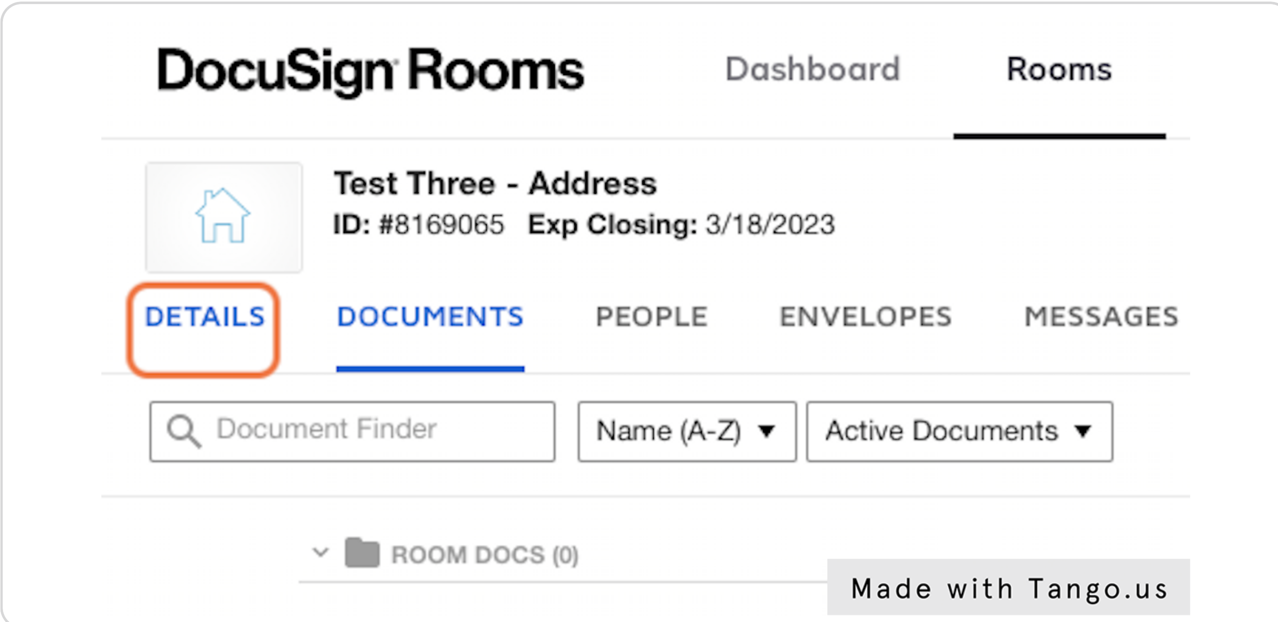
Now you have access to all the information for the listing you need access to

From here - we go back to DocuSign tab.



STEP 28

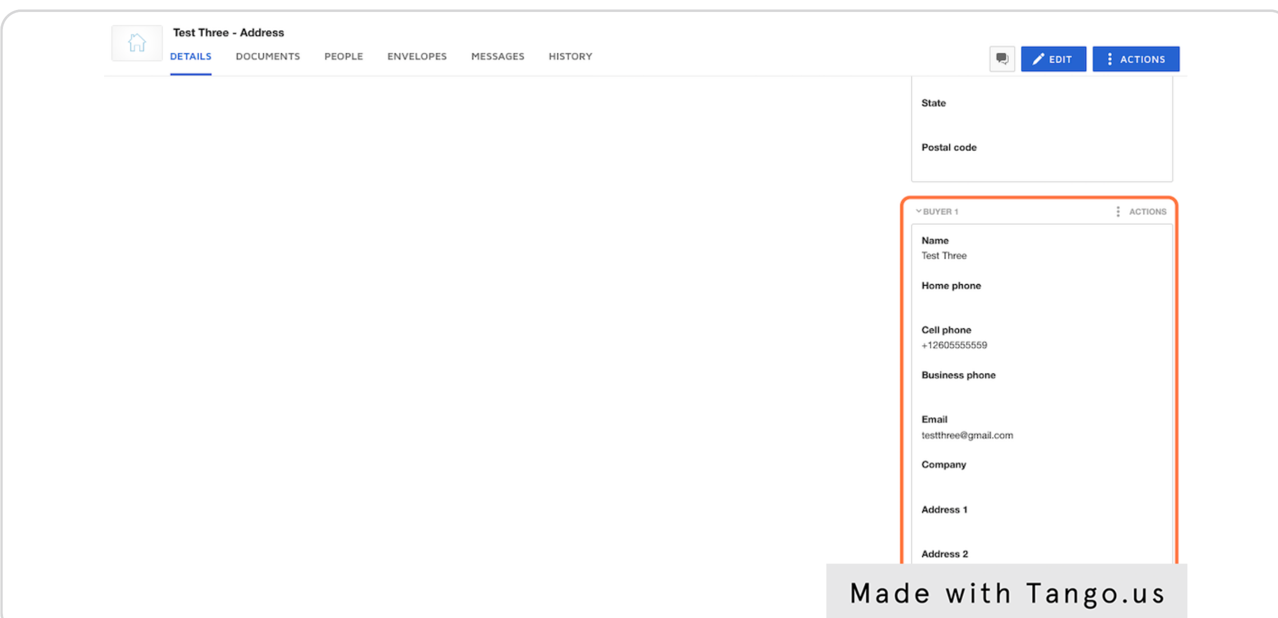
Once back to the DocuSign tab, click on DETAILS



STEP 29

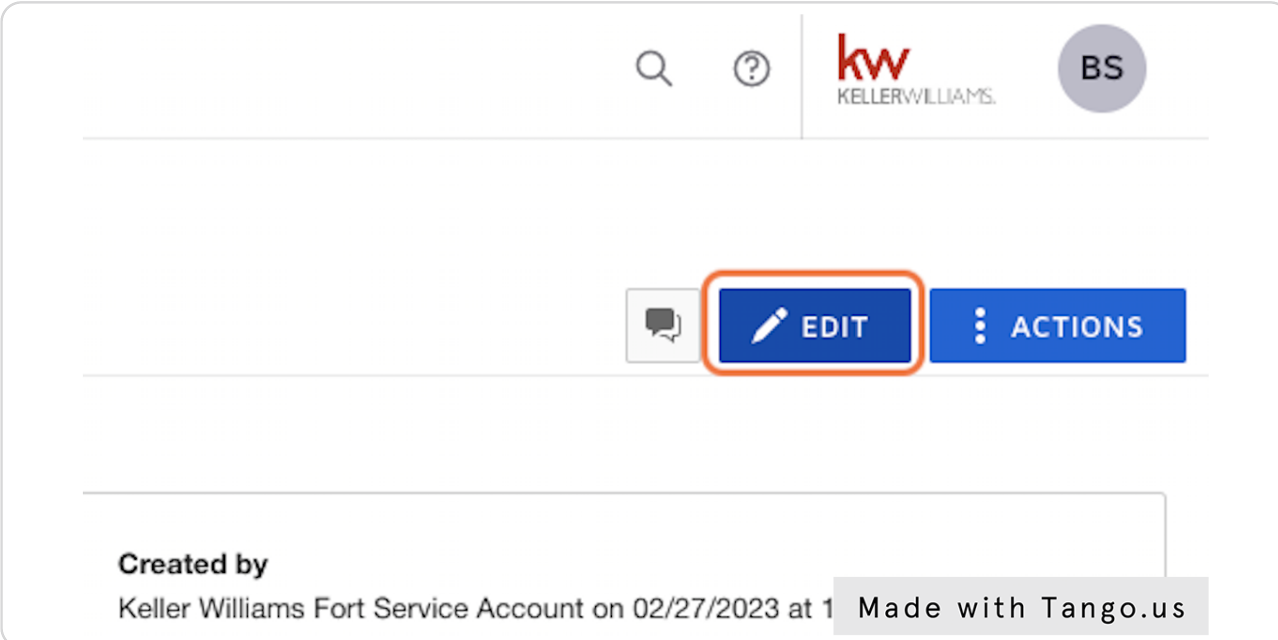
On the right hand side - scroll down to Buyer 1 and verify the information looks right

Check name spelling, email address, etc (check Buyer 2 also, if there is one)



STEP 30

Scroll back to top and click on EDIT...

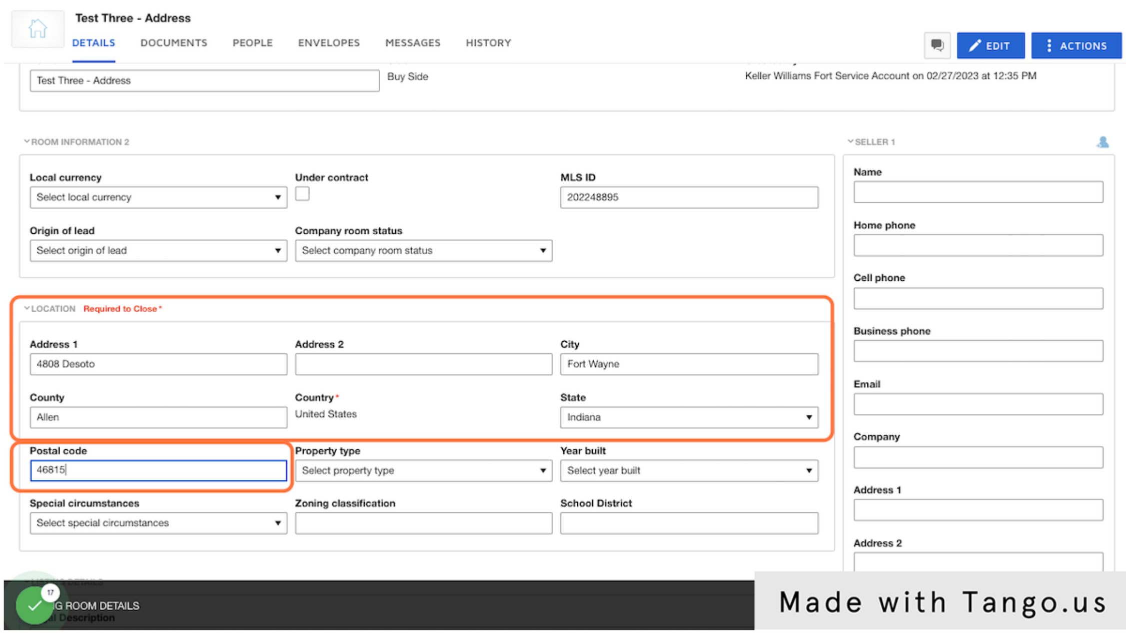


STEP 31

Enter the MLS ID (you can copy and paste from Paragon or get from information sheet if you have it printed)

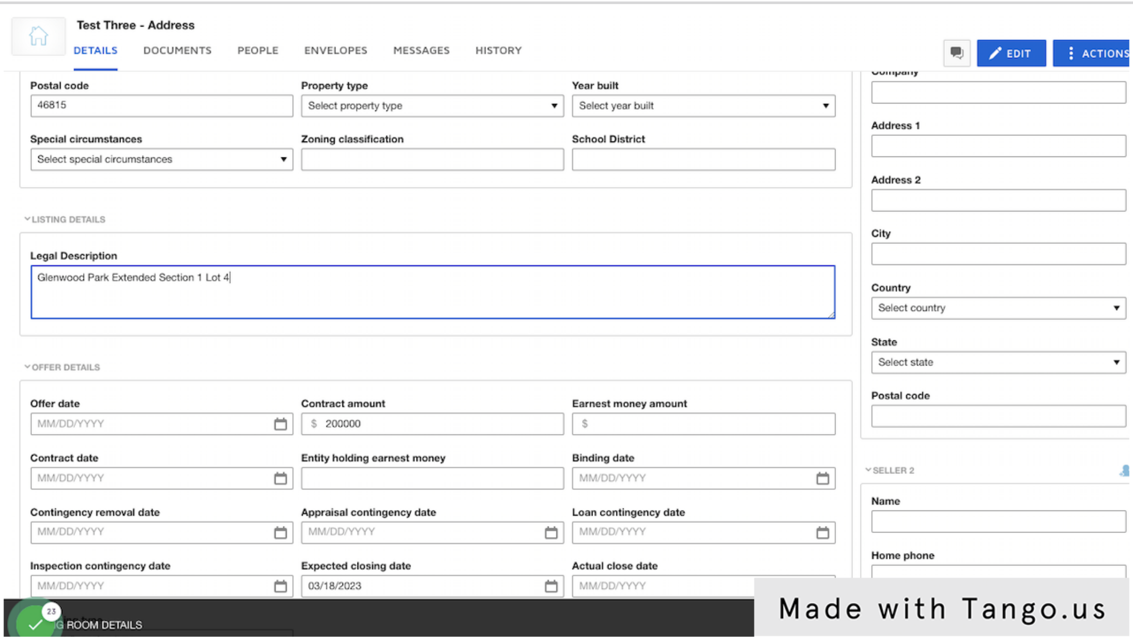
STEP 32

Input the complete address



STEP 33

Input the Legal Description (you can copy and paste from Paragon or get from informations sheet if you have it printed)



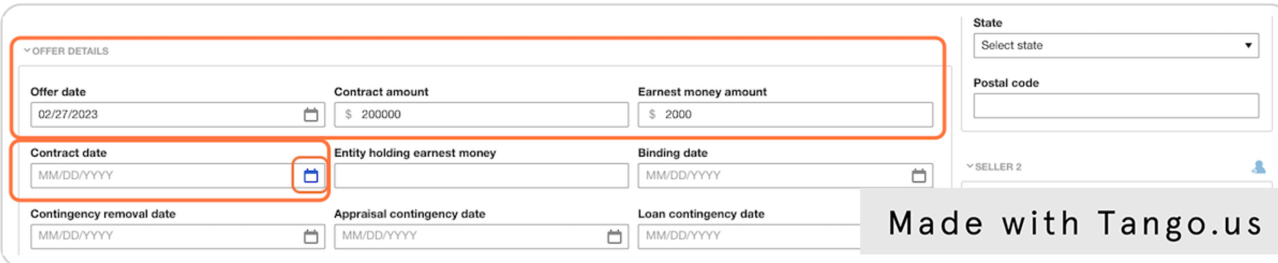
STEP 34

Input offer details

Quick Tip - Offer Date & Contract Date are the date you are writing up the offer.

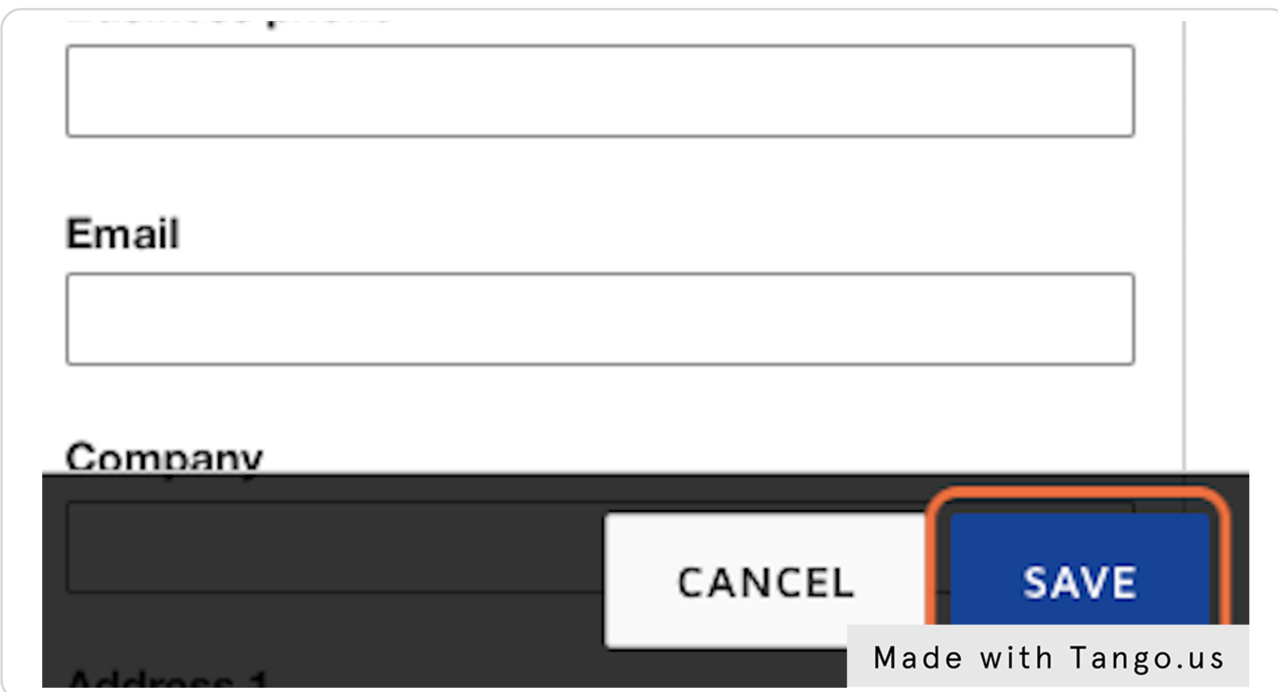
Earnest money rule of thumb is 1% of purchase price.

Contract Amount is the amount the clients would like to offer.



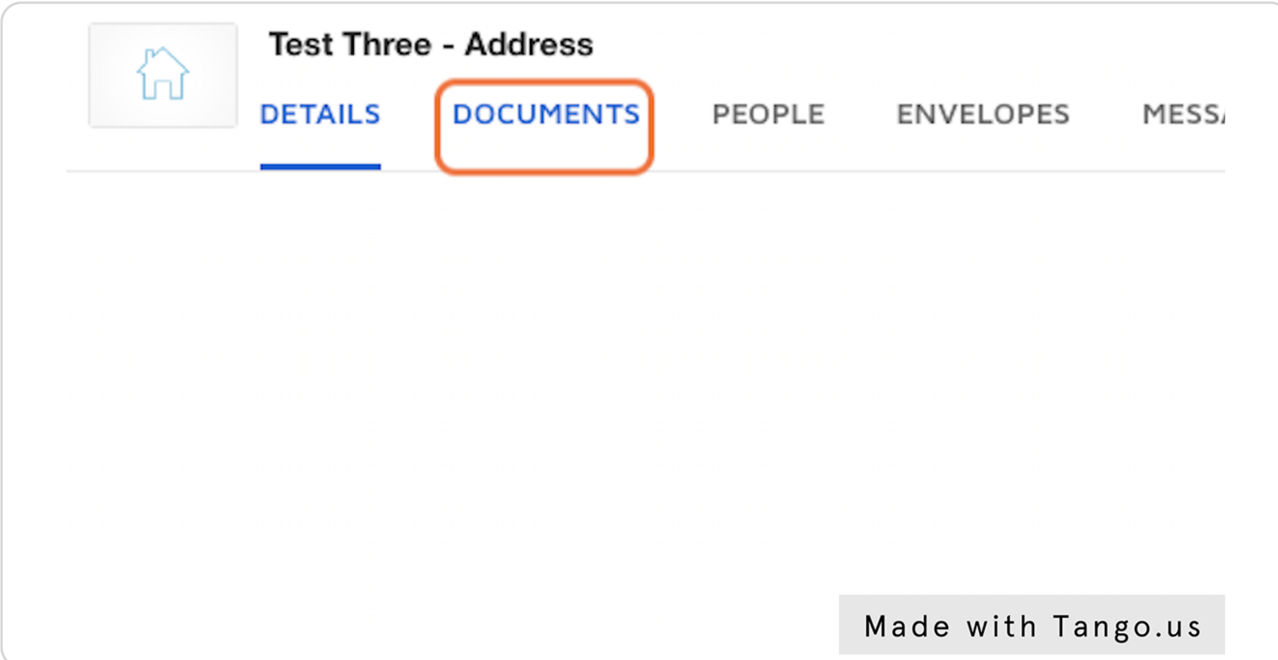
STEP 35

Click on SAVE



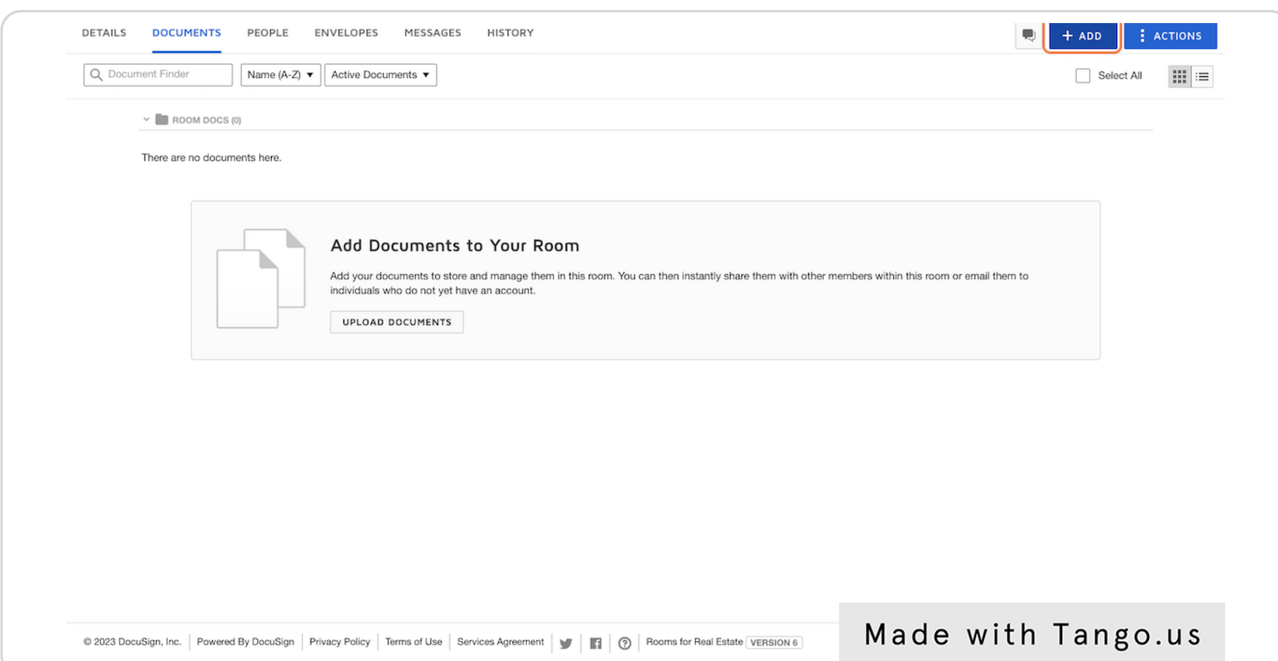
STEP 36

Click on DOCUMENTS



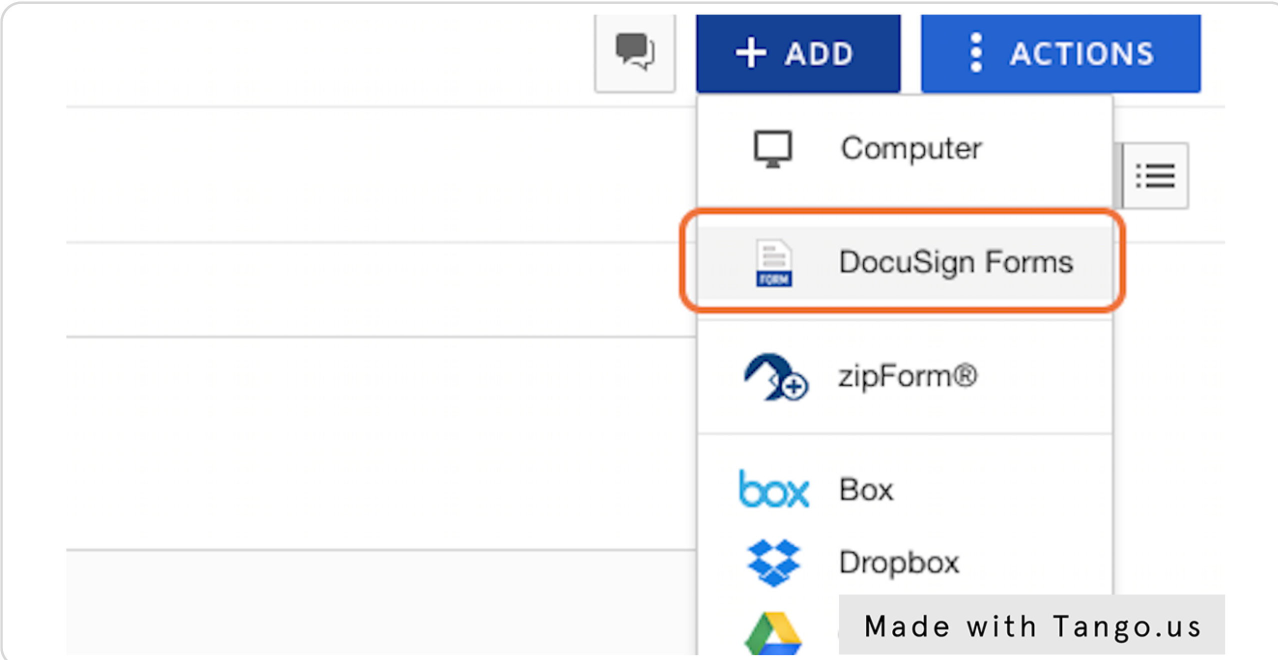
STEP 37

Click on ADD in the top right corner



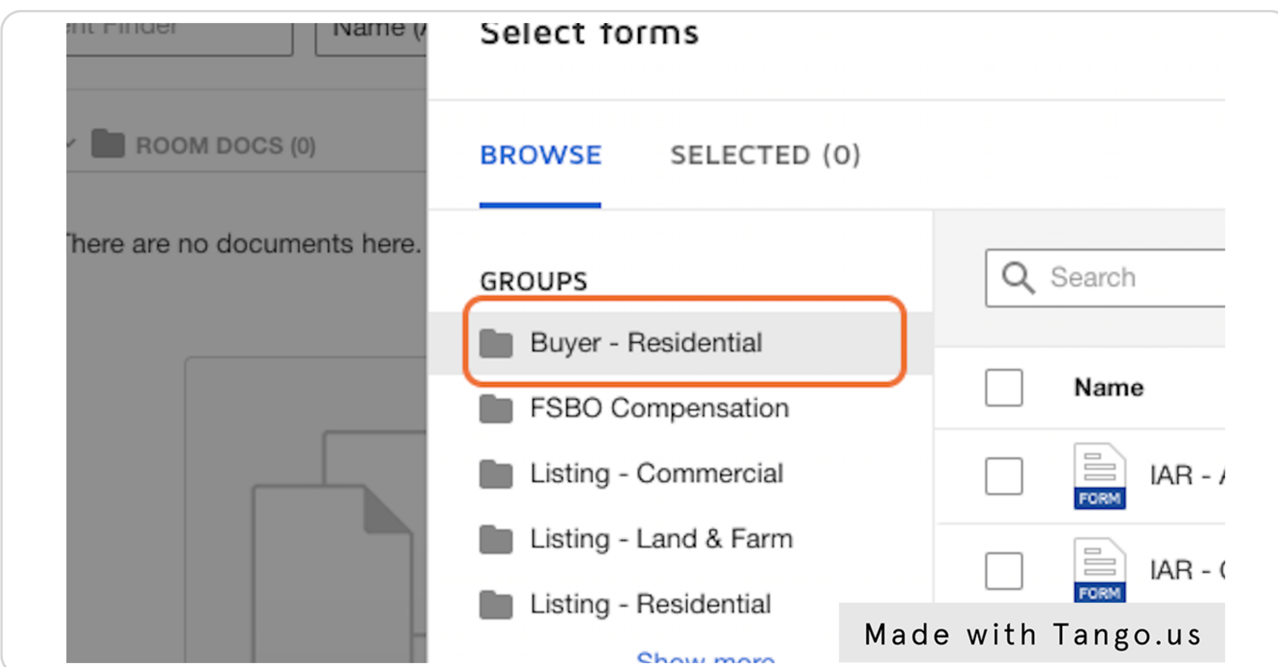
STEP 38

Click on DocuSign Forms



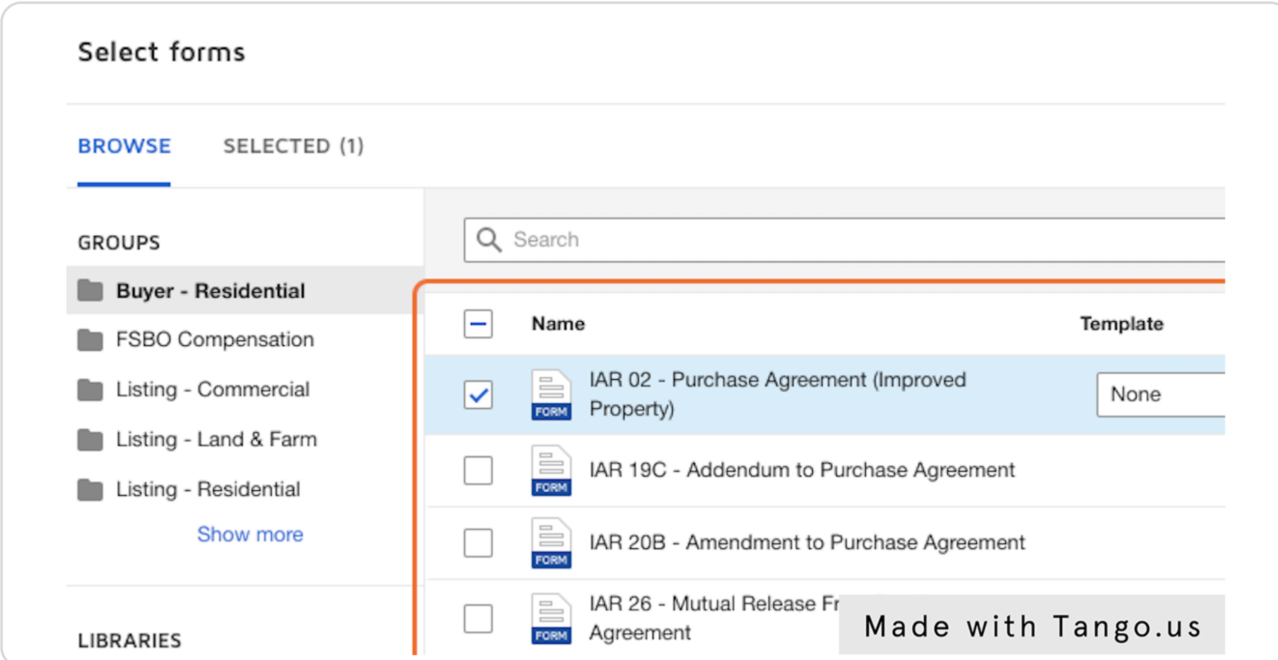
STEP 39

Click on Buyer - Residential



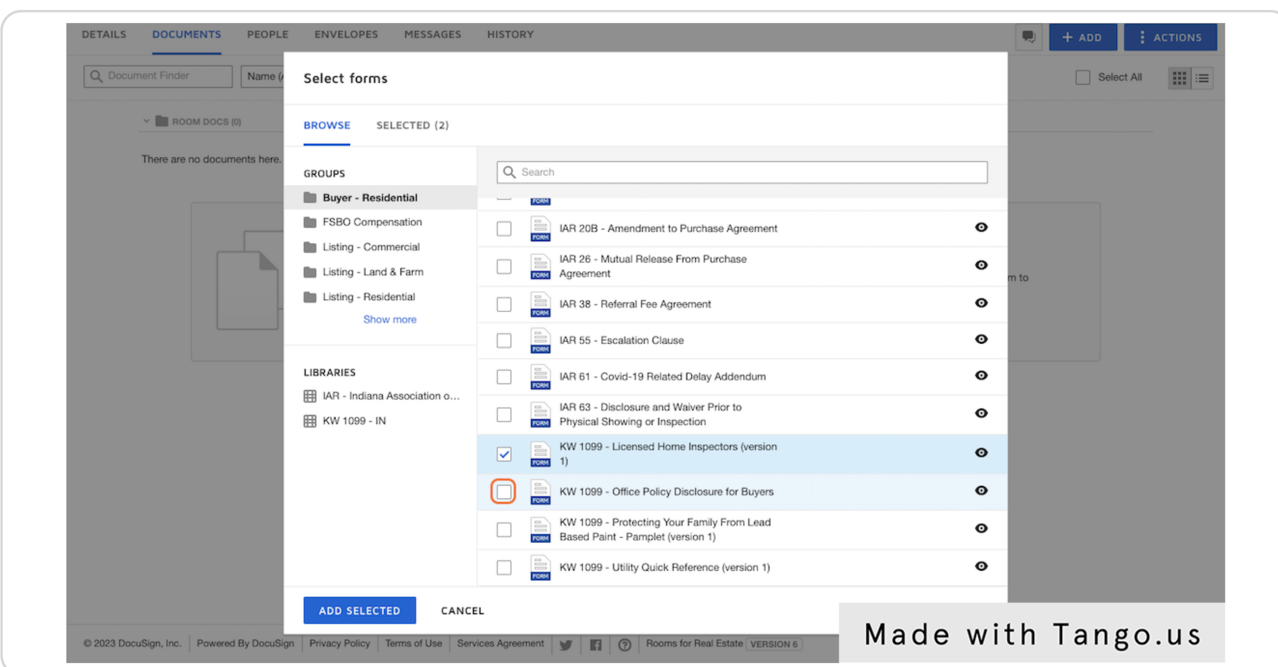
STEP 40

Check IAR 02 – Purchase Agreement (Improved Property)



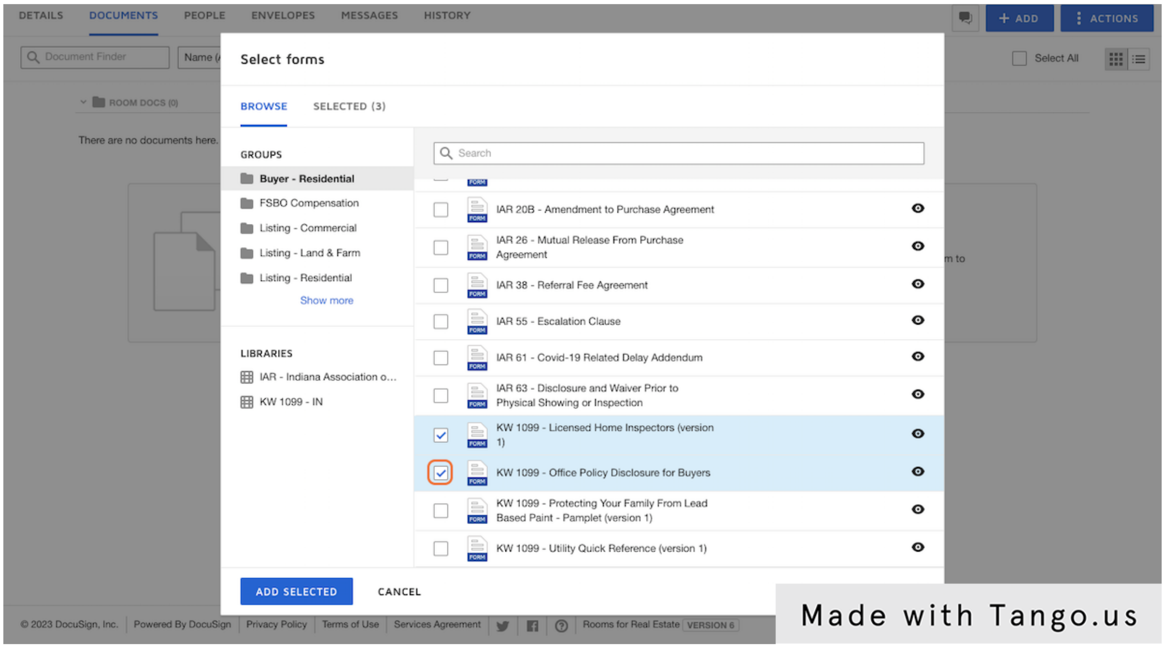
STEP 41

Check KW 1099 – Licensed Home Inspectors (version 1)



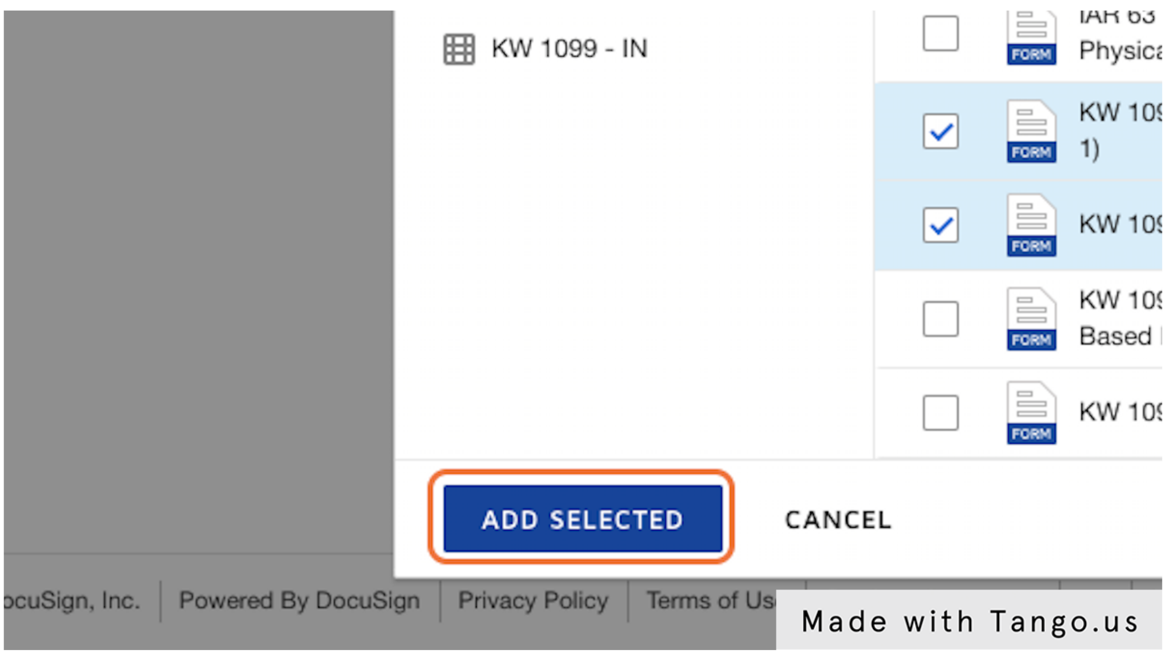
STEP 42

Check KW 1099 - Office Policy Disclosure for Buyers



STEP 43

Click on ADD SELECTED



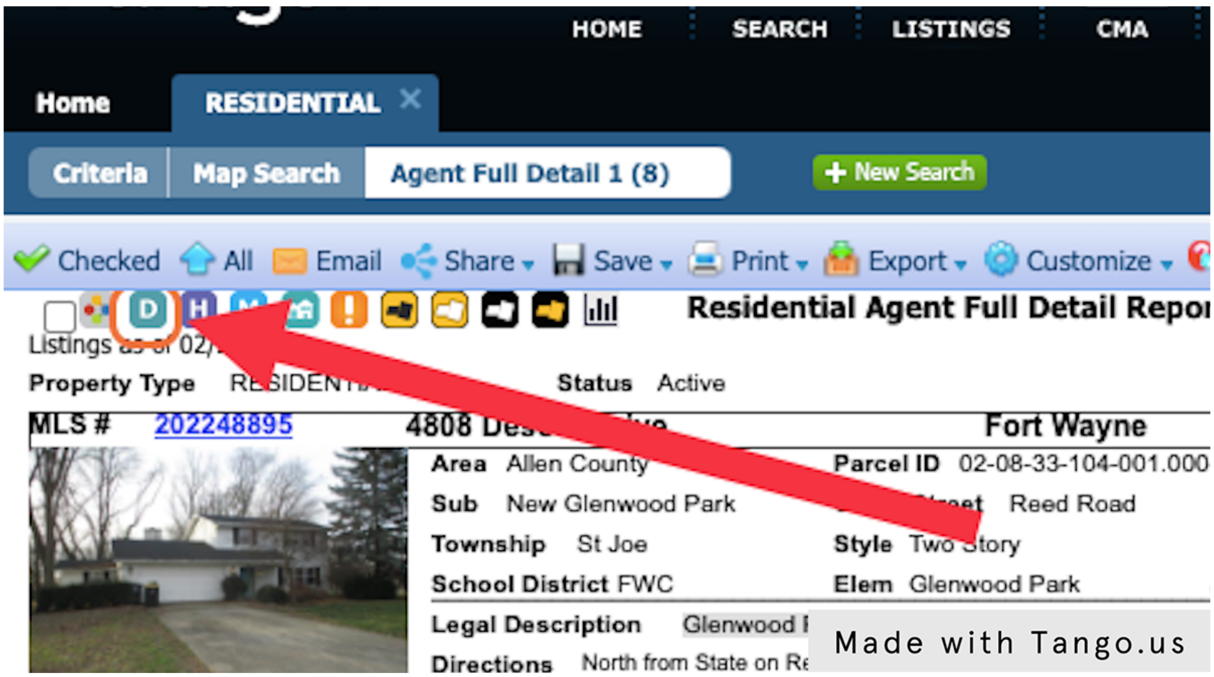
STEP 44

Go back to Paragon/MLS

STEP 45

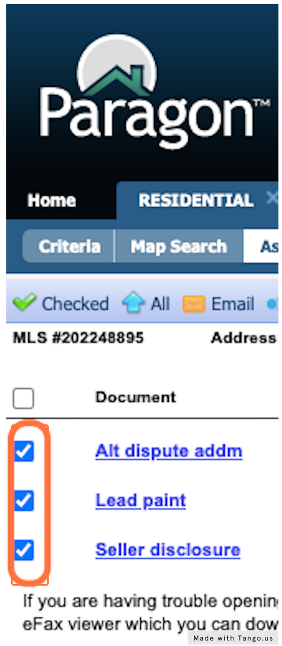
Click on Associated Docs

Quick Tip - not all listings will have documents or they could have documents uploaded in different arrangements.



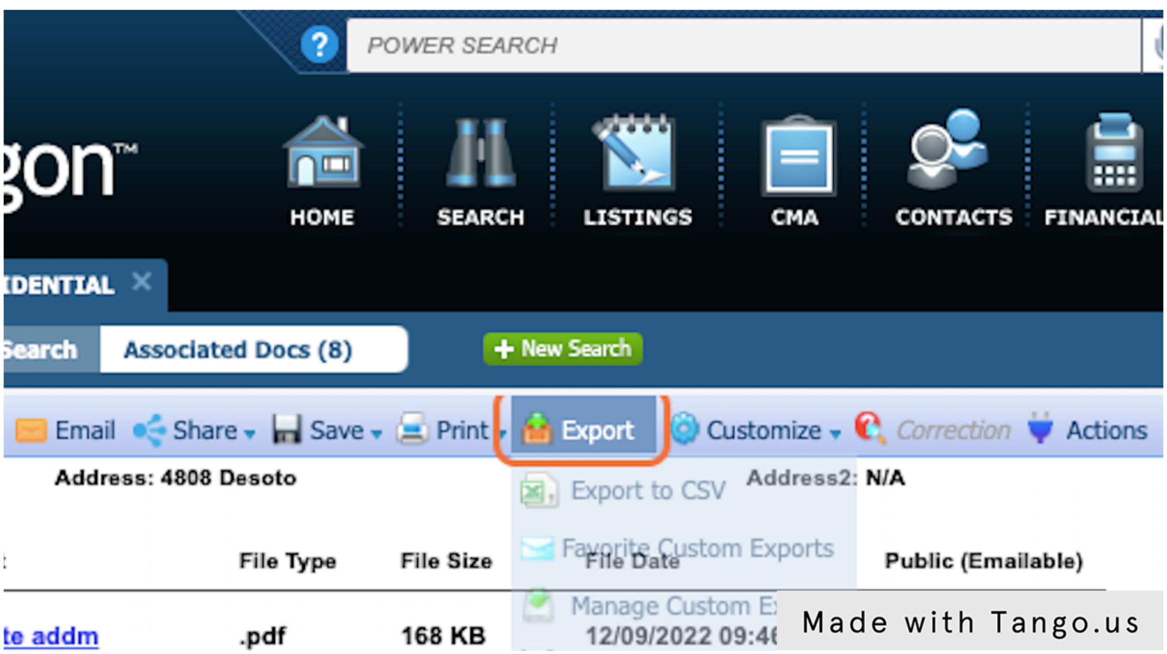
STEP 46

Highlight the documents you would like to download



STEP 47

Click on Export...

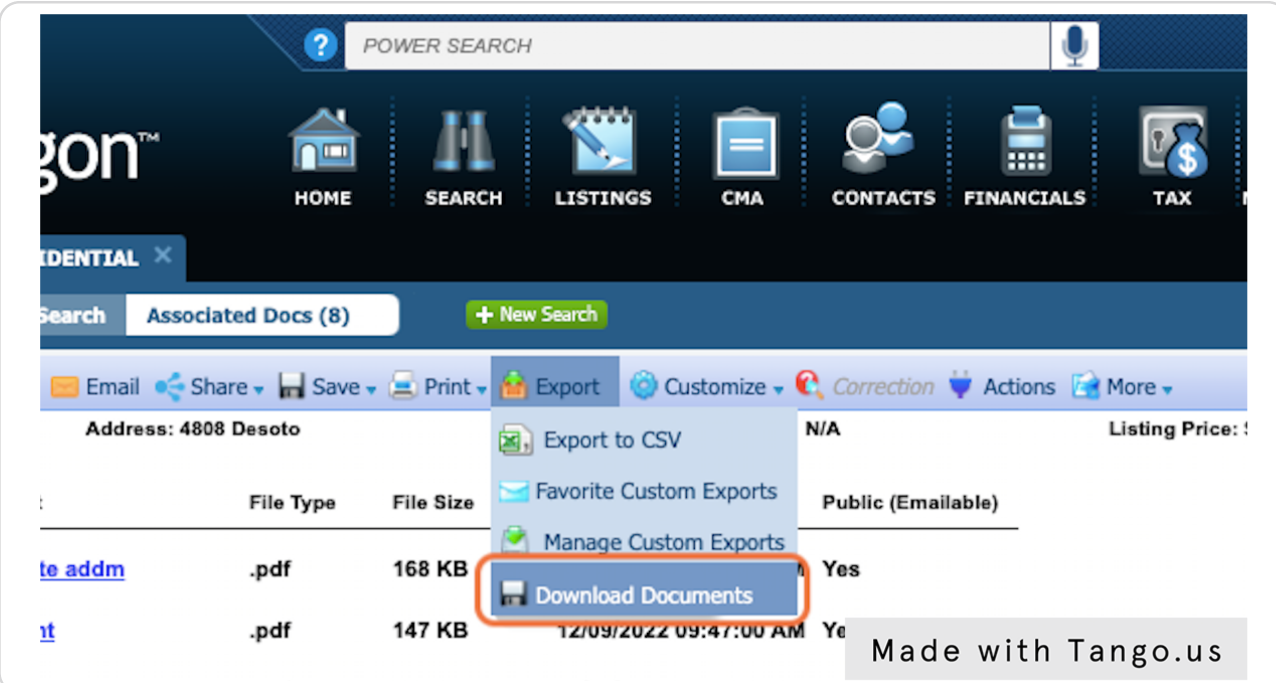


STEP 48

Click on Download Documents

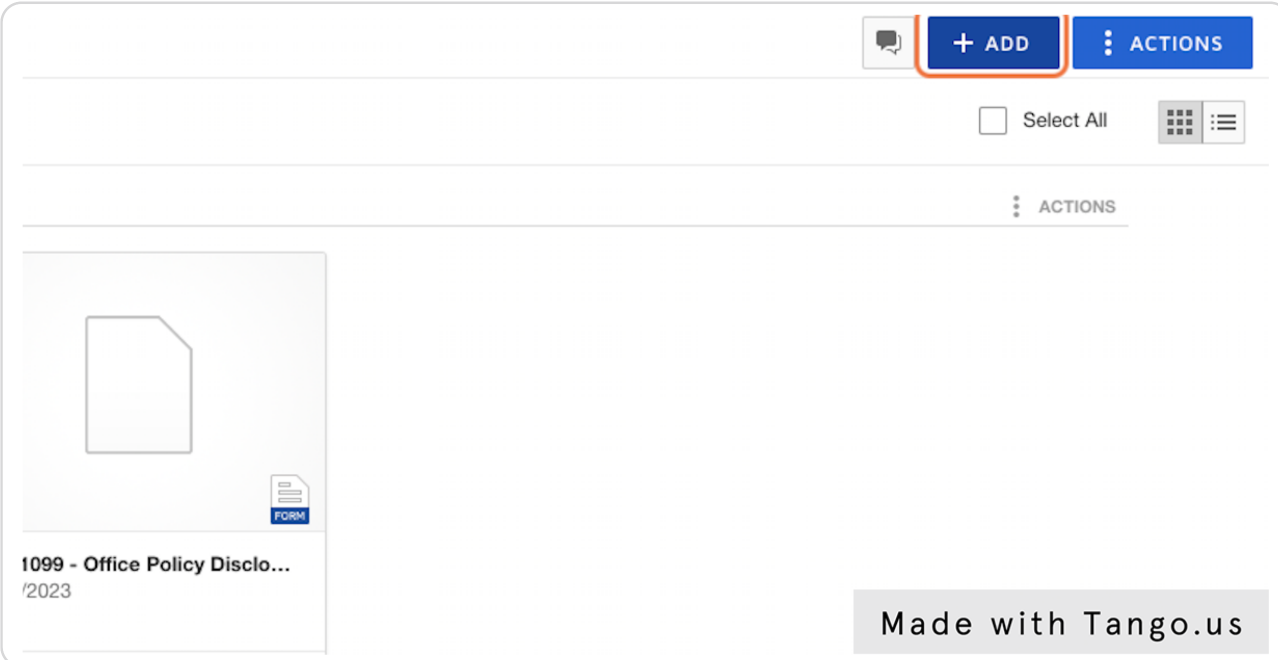
You can also open each individual document and download individually.

NOTE Each computer is set up differently and will save in different spots so make sure you know how your computer operates***



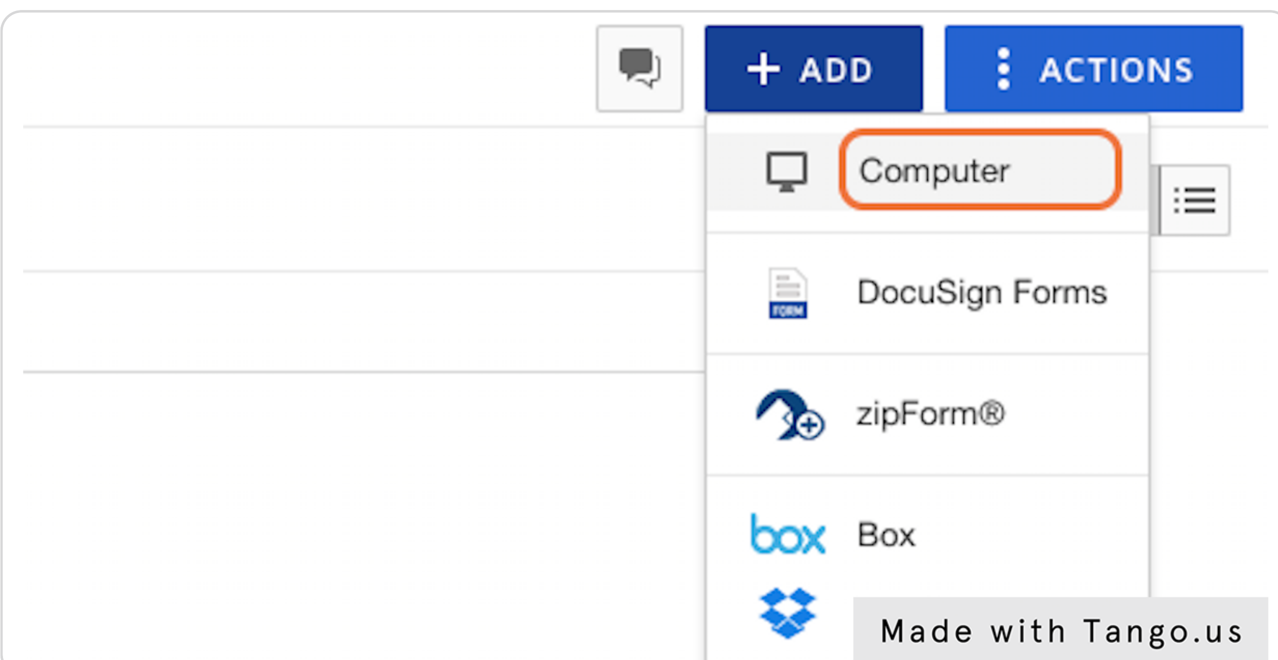
STEP 49

Click on ADD...



STEP 50

Click on Computer...



STEP 51

Select files you downloaded from the MLS in the step above from upload menu and click Upload

Quick Tip - This is a great spot for you to upload your clients Pre Approval/Proof of Funds letter as well

Again, each computer is different so make sure you know how to find downloaded documents on your computer

STEP 52

On a normal offer you will have the following documents in your DocuSign Room now:

Purchase Agreement

- Improved Property if it is a property with a home on it
- Unimproved Property if it is just a piece of land with no home on it.

Residential Sellers Disclosure (if applicable, from the MLS)
Lead Based Paint Disclosure (if applicable, from the MLS)
Alternative Dispute Resolution (if applicable, from the MLS)
Office Policy for Buyers(KW Form)
Licensed Home Inspectors Form (KW Form)
Clients Pre Approval Letter or Proof of Funds (for cash offer)

Different offers may have more or less forms - but this is the list for typical deals

Listing Broker (Co.) ____________________ (__________) By ____________________ (__________)
Office code individual code

Selling Broker (Co.) ____________________ (__________) By ____________________ (__________)
Office code individual code

PURCHASE AGREEMENT
(IMPROVED PROPERTY)
For use only by members of the Indiana Association of REALTORS®

Date: ____________________

A. **BUYER:** ____________________ ("Buyer") agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as ____________________ in ____________________ Township, ____________________ County, Indiana, ____________________ (zip code) legally described as: ____________________

together with any existing permanent improvements and fixtures attached **(unless leased or excluded)**, including, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: **(If applicable, any smart home devices should be addressed in this paragraph.)** ____________________

EXCLUDES THE FOLLOWING (include leased items): ____________________

The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if material.

C. **PRICE:** Buyer will pay the total purchase price of ($ __________) ____________________ U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised value is less than the agreed upon purchase price Buyer retains the option to proceed toward closing at the agreed upon purchase price. If Buyer is not willing or able to proceed at the agreed upon purchase price then: 1) either party may terminate this Agreement; or 2) parties may mutually agree to amend the agreed upon price.

D. **EARNEST MONEY:**

1. **SUBMISSION:** Buyer submits $ ____________________ U.S. Dollars as earnest money which shall be applied to the purchase price at closing. **If not submitted with Purchase Agreement, Earnest money shall be delivered to Escrow Agent within** __________ ☐ **hours** ☐ **days after acceptance of offer to purchase.** Escrow Agent to be: ☐ Listing Broker ☐ Selling Broker ☐ Other __________. Escrow agent shall, after acceptance of the Agreement and **within two (2) banking days of receipt of the earnest money,** deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails to timely submit Earnest Money to Escrow Agent as agreed to above, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest Money.
2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

Brian Sheikh Keller Williams Realty, Inc.

Page One:

At the top: Input the listing agent's and your information (you can find the office code and the individual code for the listing agent in the MLS by clicking on their office and their name.

(Our office code is UPKEPR)

Line 1: Today's date

Line 3: Buyer name(s) OR company name

Line 7-10: Property address and info (find the legal description in tax card or in the MLS)

Line 17: List any appliances that your client would like to stay with the property. Quick Tip - any furniture, pool tables, etc should be put on a Personal Property Addendum and NOT the Purchase Agreement.

Line 28: This is our offer price. Make sure that it is in numerical form (i.e. $250,000) & written (i.e. two hundred and fifty thousand dollars)

Line 36: Earnest money - should be 1% of purchase price. Typical options here are 3 days and Listing Broker. (Check the MLS and you may see the agent requesting the title company to hold earnest money. In that case - select Other and type in Title Company.

E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

1. ☐ **CASH: The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to provide proof of funds submitted ☐ with offer ☐ within ________________ days of acceptance. If Buyer fails to timely submit proof of funds, Buyer agrees Seller may terminate this agreement by serving a notice of Termination prior to receiving the proof of funds. Buyer ☐ will ☐ will not have an appraisal.**
2. ☐ **NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a** ☐ **Conventional ☐ Insured Conventional ☐ FHA ☐ VA ☐ Other:** ________________________ first mortgage loan for ____________ % of purchase price, payable in not less than ____________ years, with an original rate of interest not to exceed ____________ % per annum and not to exceed _______ points. Buyer shall pay all costs of obtaining financing, except ____.

   Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement. Buyer ☐ **is** ☐ **is not** using a down payment assistance program that may require an inspection.
3. ☐ **ASSUMPTION: (Attach Financing Addendum)**
4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

F. **TIME FOR OBTAINING FINANCING:**

1. **APPLICATION:** Within __________ days after the acceptance of this Agreement, Buyer agrees to make written application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
2. **APPROVAL:** No more than __________ days after acceptance of this Agreement shall be allowed for obtaining loan approval, which shall include a completed appraisal, if required by lender or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

G. **CLOSING:**

1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before ________________________, or within ___________days after ______________________________, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☐ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**
3. **CONTINGENCY:** This Agreement:

   ☐ **is not contingent upon the closing of another transaction;**

   ☐ **is contingent upon the closing of the pending transaction on Buyer's property located at** _________ ________________________________ **scheduled to close by** ____________________.

   ☐ **is contingent upon the acceptance of a Purchase Agreement on Buyer's property:**

   ☐ **Addendum to Purchase Agreement First Right Contingency. See attached Addendum.**

   ☐ **Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.**
4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of $10,000, U.S. Dollars, or more shall be wired unconditionally to the closing agent's escrow account and all funds under $10,000, U.S. Dollars, from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.
5. **WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity.**

H. **POSSESSION:**

1. The possession of the Property shall be delivered to Buyer ☐ **at closing** ☐ **within** _________ **days beginning the day after closing by** __________ ☐ **AM** ☐ **PM** ☐ **noon or** ☐ **on or before** __________ **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing $__________ U.S. Dollars per day.

Page Two:

Line 56-65: Select the correct financing option (you will find this on the

clients' Pre Approval Letter

Line 65-66: If your client is asking for closing costs you would ask for them here ("Seller to pay up to $x,xxx of buyers prepaid and closing costs)

Line 69: Select correct check box

Line 76: Fill this out only if using a lender AND NOT CASH. - put 5

days

Line 80: Fill this out only if using a lender AND NOT CASH. - put 30 days

Line 86-87: Closing date is typically 30 days from the offer date - but know what your clients situation is AND discuss with listing agent what works for seller.

Line 90:-91 Shared equally (Quick Tip - understand that this is NOT about closing costs, this is the closing fee the title company charges)

Lines 92 - 98: This is based on your clients situation.

Line 93: This option is if your clients do NOT need to sell a home to purchase this home

Line 94: This option is if they need to close on the sale of their home to purchase their new home AND their home to sell is currently PENDING

Line 96: This option is if they need to close on the sale of their home to purchase their new home AND their home to sell is currently not yet Pending or on the market yet.

Line 113-114: This is dependent on the sellers situation. This will be found either in the MLS or by calling listing agent. Typical selection is At Closing

Line 115: This is the amount of "rent" the seller will pay your client if they stay in the home after closing (i.e. if you were going to charge them $50 per day you would put $50 on this line

If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer $________ U.S. Dollars per day as **liquidated damages** until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its **possession** is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property not included in the sale.**
3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the day of **possession.**
5. **HOME HEATING FUEL:** Any remaining fuel stored in tank(s) ☐ **to be included in the sale** ☐ **will be purchased by Buyer at current market price measured within five (5) days prior to closing** ☐ **not applicable.**

I. **SURVEY:** Buyer shall receive a **(Check one)** ☐ **SURVEYOR LOCATION REPORT,** which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY,** which is a survey where corner markers of the Property are set prior to closing; ☐ **WAIVED,** no survey unless required by lender; at **(Check one)** ☐ **Buyer's expense (included in allowance, if provided)** ☐ **Seller's expense** ☐ **Shared equally.** The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer ☐ **may** ☐ **may not** terminate this Agreement if the Property requires flood insurance.

K. **BUILDING USE LIMITATIONS:** Buyer's intended use for the Property is ☐single-family, owner occupied use ☐other ______________________________ Buyer shall have ______ days after acceptance of Purchase Agreement to satisfy the following building or use limitation: ______________________________.

L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within ________ days after acceptance of this Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.

M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

N. **INSPECTIONS: (Check one)**

Buyer has been made aware that independent inspections disclosing the condition of the property may be conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.

Page Three:

Line 117: This is the amount of “rent” the seller will pay your client if they do not vacate the home by agreed upon possession date/ time. (i.e. if you were going to charge them $250 per day you would put $250 on this line)

Line 130: This is if this home has a propane tank. You will find this information on the MLS.

- If the home DOES have a propane tank the typical option is to be included in the sale

- If the home does NOT have a propane tank select Not Applicable

Lines 133-140: This is if your clients would like the corner of the property located. Typical option is Boundary Survey and Seller’s Expense (Quick Tip - this is a good negotiation item to make your offer more competitive)

Line 145: Typical option is MAY

Line 148: Typical option is Single Family. If you are purchasing a

duplex, etc this option may and likely will change.

Line 153: 15 days

1. ☐ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

2. ☐ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections shall be:
   a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
   b. Conducted by licensed, independent inspectors or qualified independent contractors selected by Buyer within the following time periods.

Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make **all areas of the Property** available and accessible for Buyer's inspection.

3. ☐ **PROPERTY IS SOLD "AS IS".** See Attached Addendum.

INSPECTION/RESPONSE PERIOD (Does not apply with As Is Addendum):

A. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have ____________ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

B. **SCOPE OF INSPECTION: Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:**
____.

C. **ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall notify Seller in writing and have __________ **additional days from the deadline listed above to order, receive and respond in writing to all inspection reports.**

D. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

E. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
   1. Provide the inspection report, or relevant parts thereof, to the Seller; and
   2. Give the Seller the opportunity to remedy the defect(s).

F. **SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect(s) and the transaction shall proceed toward closing. Seller may terminate this Agreement if Buyer chooses to further negotiate with subsequent Inspection Response(s).

G. **DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

H. **PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.

I. **INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and other biological contaminants. This release shall survive the closing.

O. **LIMITED HOME WARRANTY PROGRAM:**
Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which ☐ **will** ☐ **will not** be provided at a cost not to exceed $ ________________ U.S. Dollars charged to ☐ **Buyer** ☐ **Seller and ordered by** ☐ **Buyer** ☐ **Seller.** Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider.

Page Four:

Lines 177-193: Typical option is Line 184 - but make sure you read this whole section and understand.

If the listing is As-Is - you will find the As Is Addendum in the listing's document section in the MLS

Line 197: If you selected option 2 (line 184 above) put 15 days here

Line 207: If you selected option 2 (line 184 above) put 7 days here

Lines 235-241: Typical option here is Will Not. However, occasionally listings will offer these and you would then select the following:

Line 237: Will

Line 238: Seller then Buyer

The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider.

P. **DISCLOSURES: (Check one)**

1. Buyer ☐ **has** ☐ **has not** ☐ **not applicable** received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
2. Buyer ☐ **has** ☐ **has not** ☐ **not applicable** received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGEMENT.

Q. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with ☐ **a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available** in the amount of the purchase price or ☐ **an abstract of title continued to date**, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

OWNER'S TITLE INSURANCE PREMIUM and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by ☐ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**

LENDER'S TITLE INSURANCE PREMIUM and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by ☐ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally** ☐ **Other** ______________________________

____

The parties agree that ☐ **Seller** ☐ **Buyer** will select a title insurance company to issue a title insurance policy and will order the commitment ☐ **immediately** or ☐ **other:** ______________________________

____

Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

R. **TAXES: (Check appropriate paragraph number)**

1. ☐ Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on ______________ , ______ , and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.

2. ☐ All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

3. ☐ For recent construction or other tax situations. Seller will give a tax credit of $ ______________ U.S. Dollars to Buyer at closing. This shall be a final settlement.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

WARNING:
***The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed the last tax bill available to the closing agent.**

***Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

***Buyer may apply for current-year exemptions/credits at or after closing.**

S. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a

Page Five:

Lines 246-249: Select the correction options for these documents if your clients has/has not seen these documents. (Quick Tip - remember the Lead Based Paint Disclosure is not needed on homes built after 1978.

Line 251: Select the top box - (A Title Insurance Commitment for the most current and comprehensive ALTA available)

Line 261: Select Seller

Lines 264-265: Select Buyer (only if there is a lender involved - not necessary on cash purchases)

Line 268: Select whom is ordering title.

Lines 279-287: Typical selection is line 282

Page Six:

Lines 317-334: Put 5 days in each blank line

lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and delivery of such offer/Counter Offer.

U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** If the property is located in a community governed by a mandatory homeowners association, the following must be provided by the Seller to Buyer within ____ days after acceptance of this Agreement, but not later than ten (10) days prior to closing pursuant to I.C. 32-21-5-8.5: 1. A disclosure that the property is in a community governed by a homeowners association; 2) A copy of the recorded governing documents; 3) a statement indicating there are assessments and the amount of any assessments; 4) The following information about a board member, homeowners association agent, or other person who has a contract with the homeowners association to provide any management services for the homeowners association: (A) the name. (B) the business or home address. Brokers are not responsible for obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be released and held harmless from any and all liability arising out of or related to these documents.

If the Buyer does not make a written response to the documents within ____ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within ____ days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

W. **FAIR HOUSING:** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Brokers will not prepare, review, or submit personal information letters, including photographs, from Buyer to Seller.** The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender identity.

X. **ADDITIONAL PROVISIONS:**

1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance. Broker is not responsible for providing or verifying this information.

3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.

4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.

5. Conveyance of this Property shall be by general Warranty Deed, or by ______________________ subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.

7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.

11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.

13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a listing service, Internet or other advertising media.

14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # ______________________.

17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

Y. **FURTHER CONDITIONS (List and attach any addenda):** ______________________

Z. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

Page Seven:

Lines 403: If you are buying the home OR if you will have a financial stake in the property put your license number here

Line 407-416: This is your chance to address anything not addressed above. Quick Tip - be as clear as possible here for anything you are addressing.

AA. **ACKNOWLEDGEMENTS: This ☐ is ☐ is not** a limited agency transaction. Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

EXPIRATION OF OFFER: Unless accepted in writing by Seller and delivered to Buyer **by** ______________ ☐**AM** ☐**PM** ☐**Noon, on** ______________, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original documents shall be promptly delivered, if requested.

LEGAL REMEDIES/DEFAULT: If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money.

By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

BUYERS SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
PRINTED		PRINTED	

SELLER'S RESPONSE: (Check appropriate paragraph number):

On ______________, **at** ______________ ☐**AM** ☐**PM** ☐**Noon**

1. ☐ **The above offer is Accepted.**

2. ☐ **The above offer is Rejected.**

3. ☐ **The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.**

By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
PRINTED		PRINTED	

Page Eight:

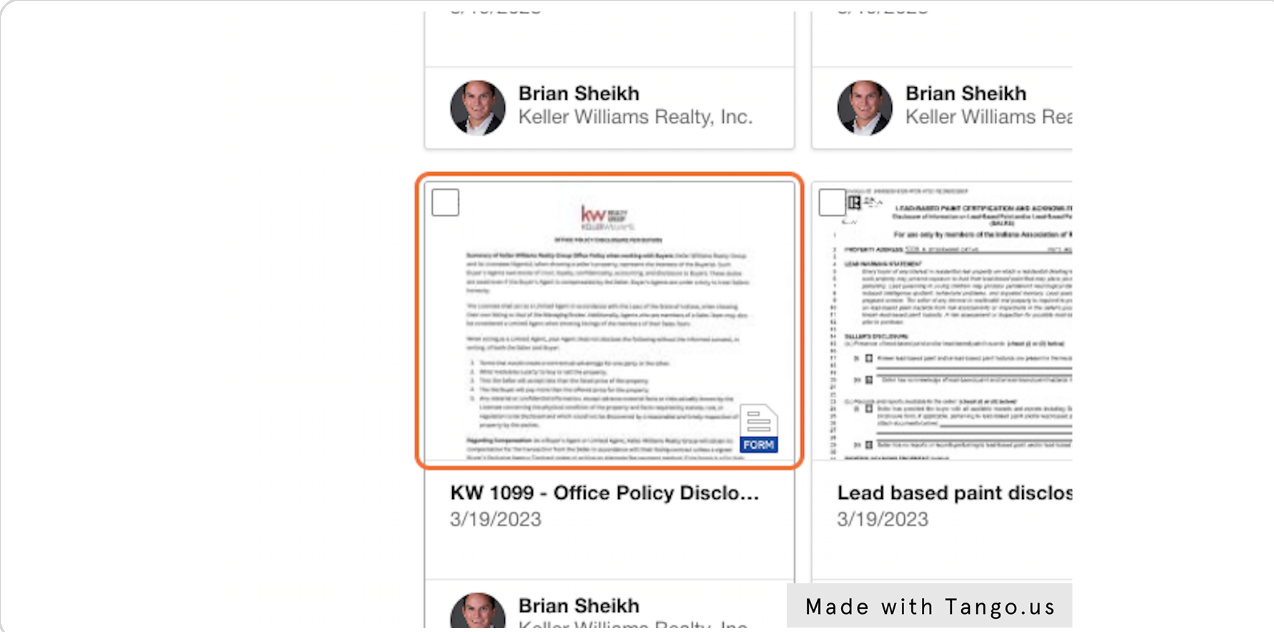
Lines 423: If you are representing ONLY one side of the transaction select IS NOT.

If you are representing BOTH sides (buyer and seller) you will select IS

Line 427: This is the amount of time you are giving the sellers to reply. (Typical is 12-24 hours but always good to ask listing agent how long they need).

STEP 53

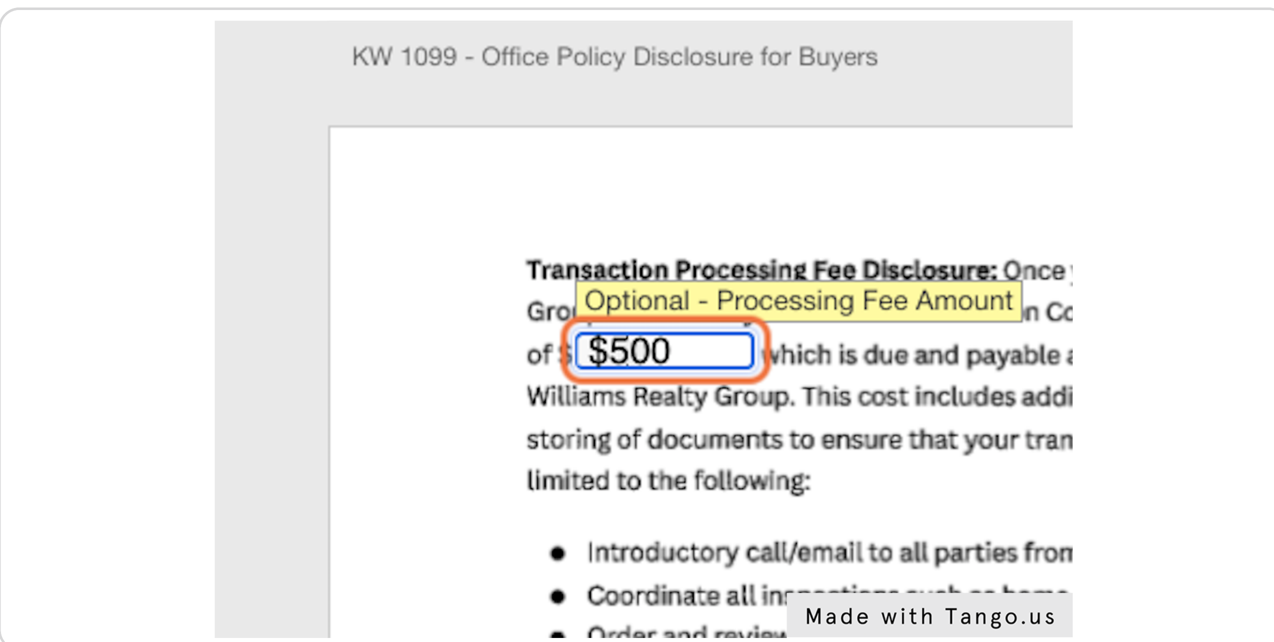
Click on KW 1099 - Office Policy Disclosure for Buyers



STEP 54

Insert your Transaction Fee amount

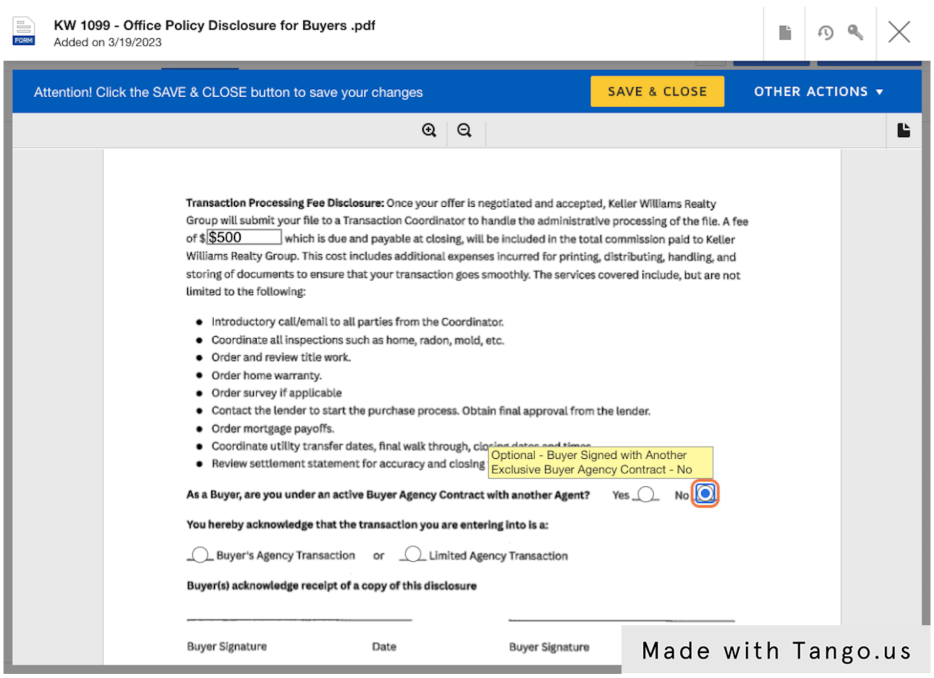
$500 is a good amount to use here.



STEP 55

Check proper option for Buyer Agency Question

Quick Tip - Hopefully you have already asked this question of your buyer. And hopefully they are under a Buyer Agency Agreement with you.

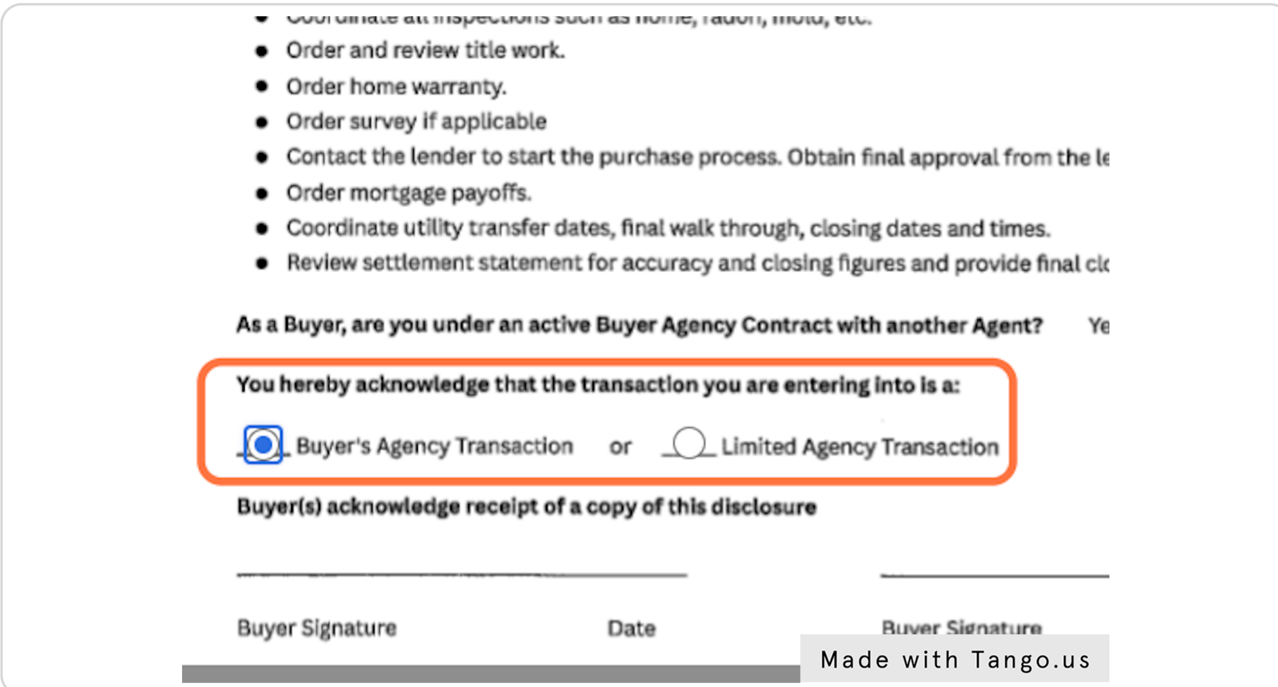


STEP 56

For this question:

If you are representing just the Buyer you will select Buyer's Agency Transaction

If you are representing both sides of the transaction you will select Limited Agency Transaction



- Coordinate all inspections such as home, radon, mold, etc.
- Order and review title work.
- Order home warranty.
- Order survey if applicable
- Contact the lender to start the purchase process. Obtain final approval from the le
- Order mortgage payoffs.
- Coordinate utility transfer dates, final walk through, closing dates and times.
- Review settlement statement for accuracy and closing figures and provide final clo

As a Buyer, are you under an active Buyer Agency Contract with another Agent? Ye

You hereby acknowledge that the transaction you are entering into is a:

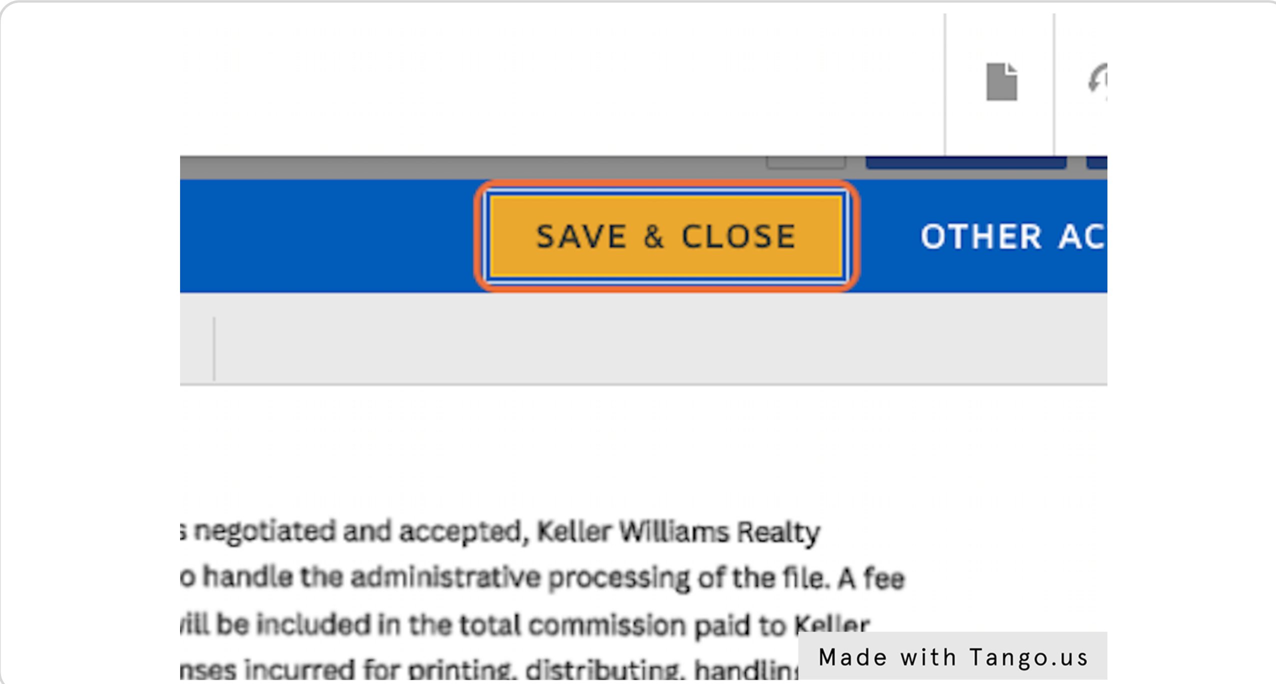
Buyer's Agency Transaction or Limited Agency Transaction

Buyer(s) acknowledge receipt of a copy of this disclosure

Buyer Signature Date Buyer Signature

STEP 57

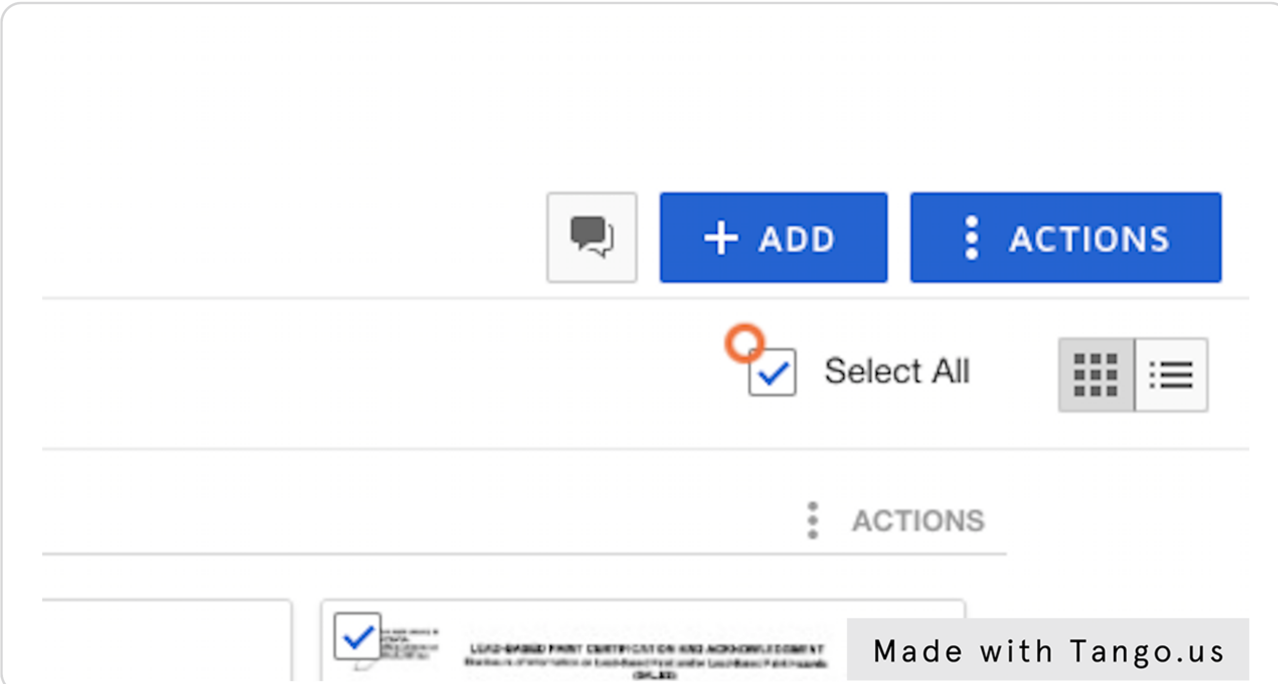
Click on SAVE & CLOSE



STEP 58

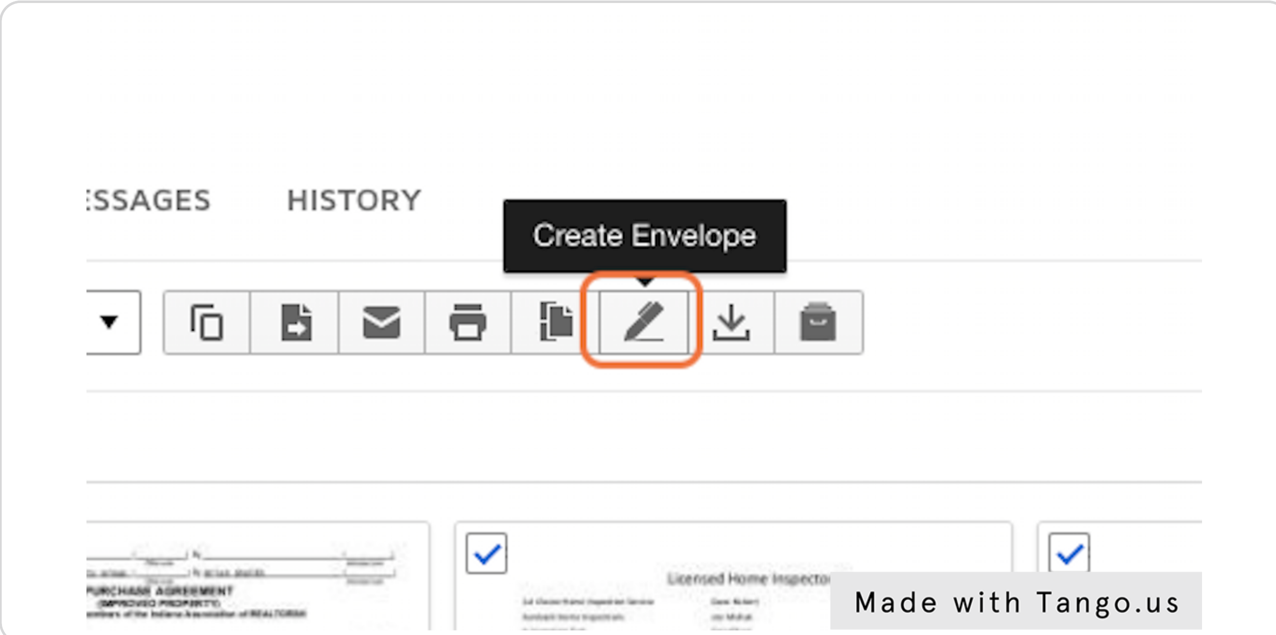
Check Select All (or you can select documents individually by hovering over each document with your cursor and selecting the small box in the corner of the document)

You will NOT need to select the preapproval letter



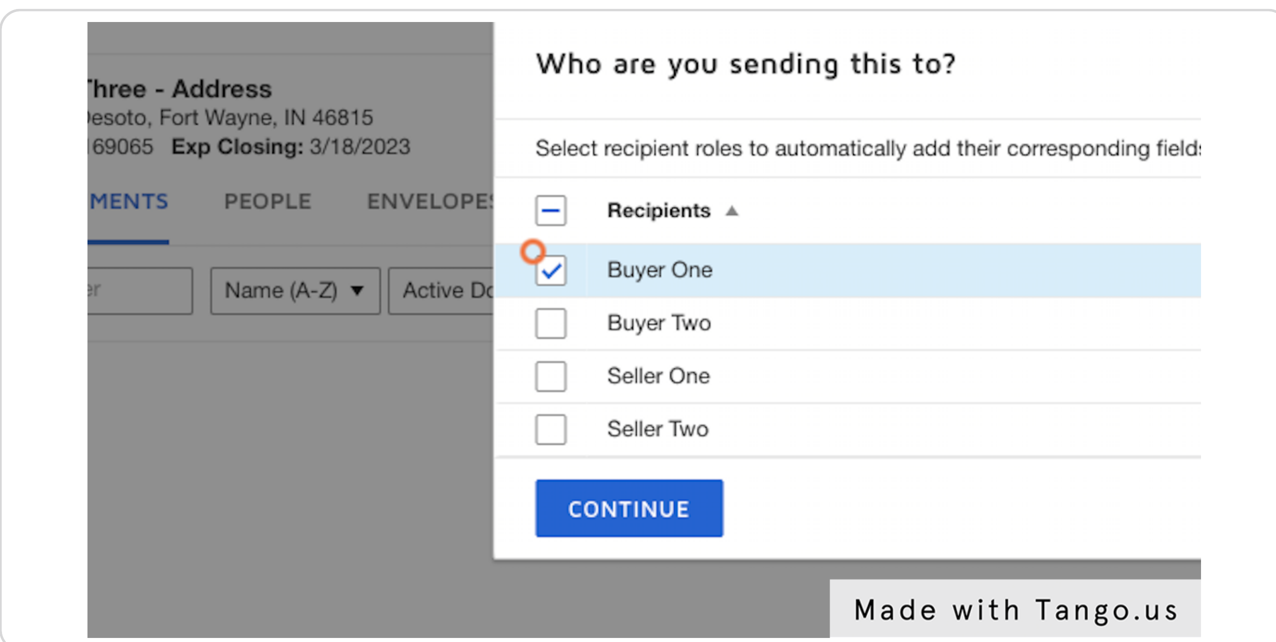
STEP 59

Click on Create Envelope



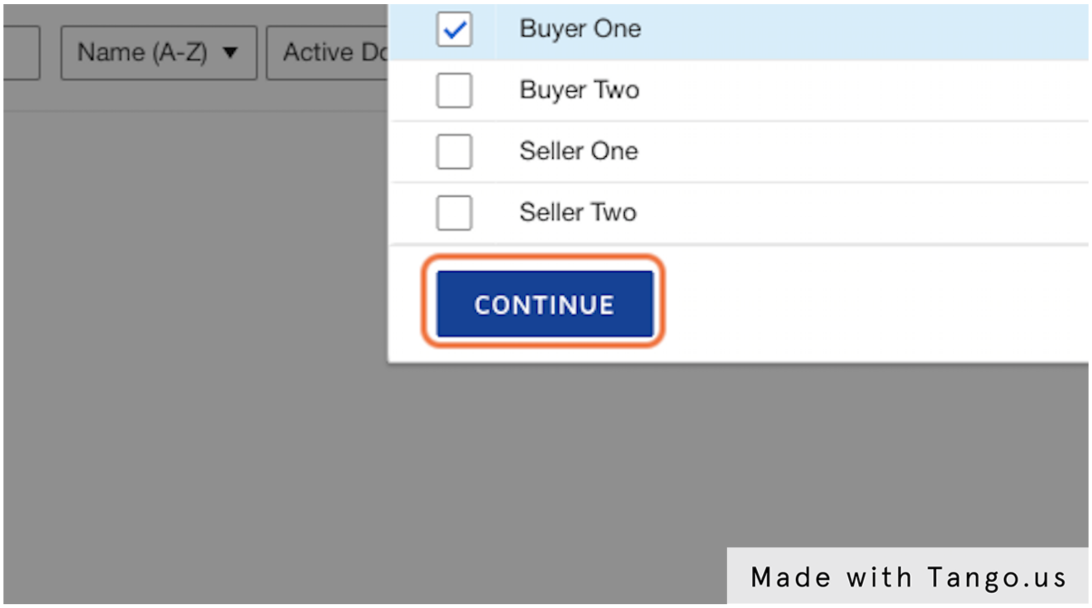
STEP 60

Check Buyer One (and Buyer Two if necessary)



STEP 61

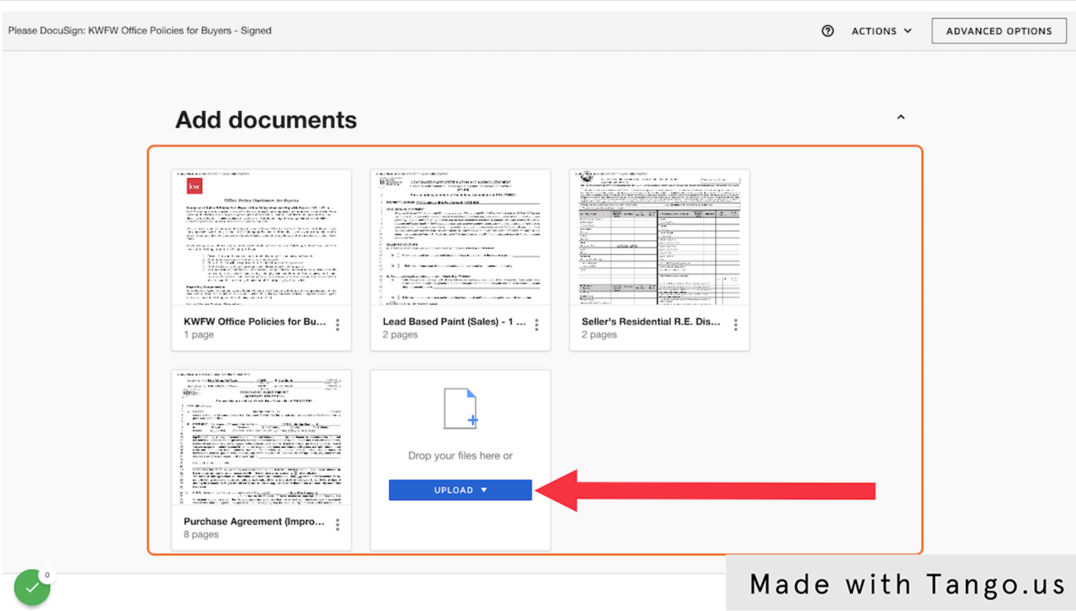
Click on CONTINUE



STEP 62

Here is the perfect spot to make sure you have all the documents you need signed.

Quick Tip - If you need to add additional documents you can click on Upload Documents

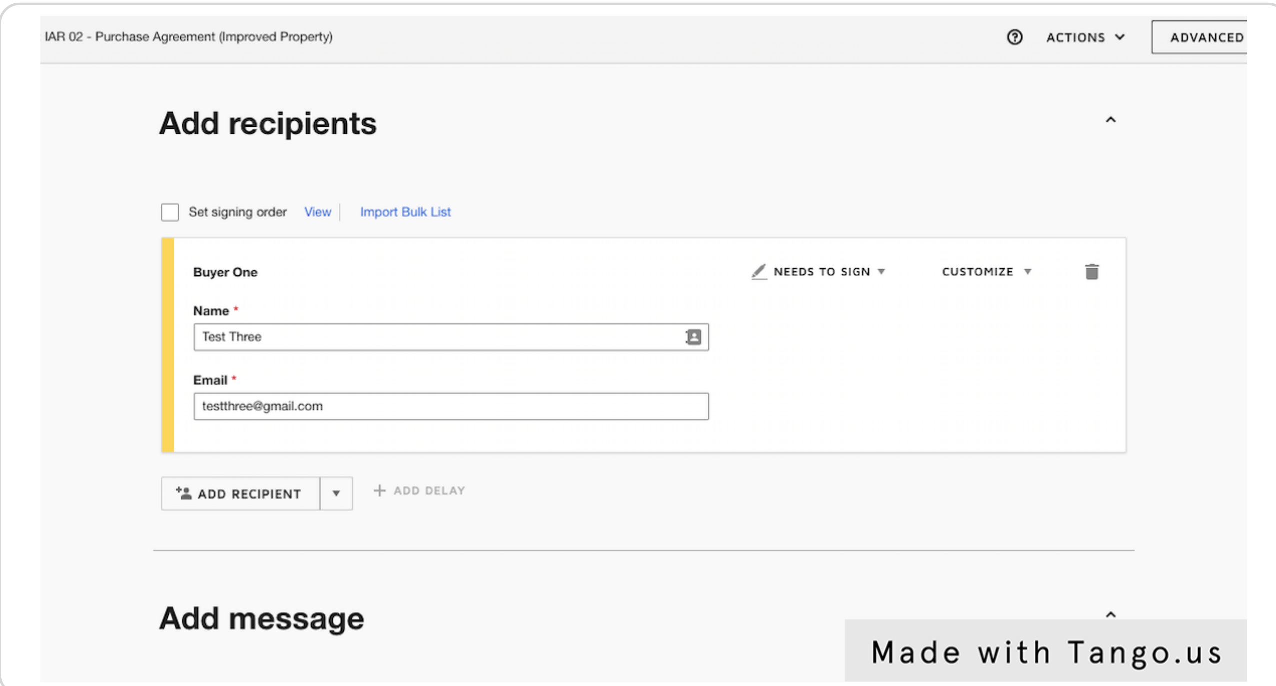


STEP 63

Verify the recipients name and information is correct

Quick Tip - if there is a lead based paint disclosure - keep in mind that you will need to sign as well. In this case, you would add yourself as a recipient so you could sign the lead based paint disclosure.

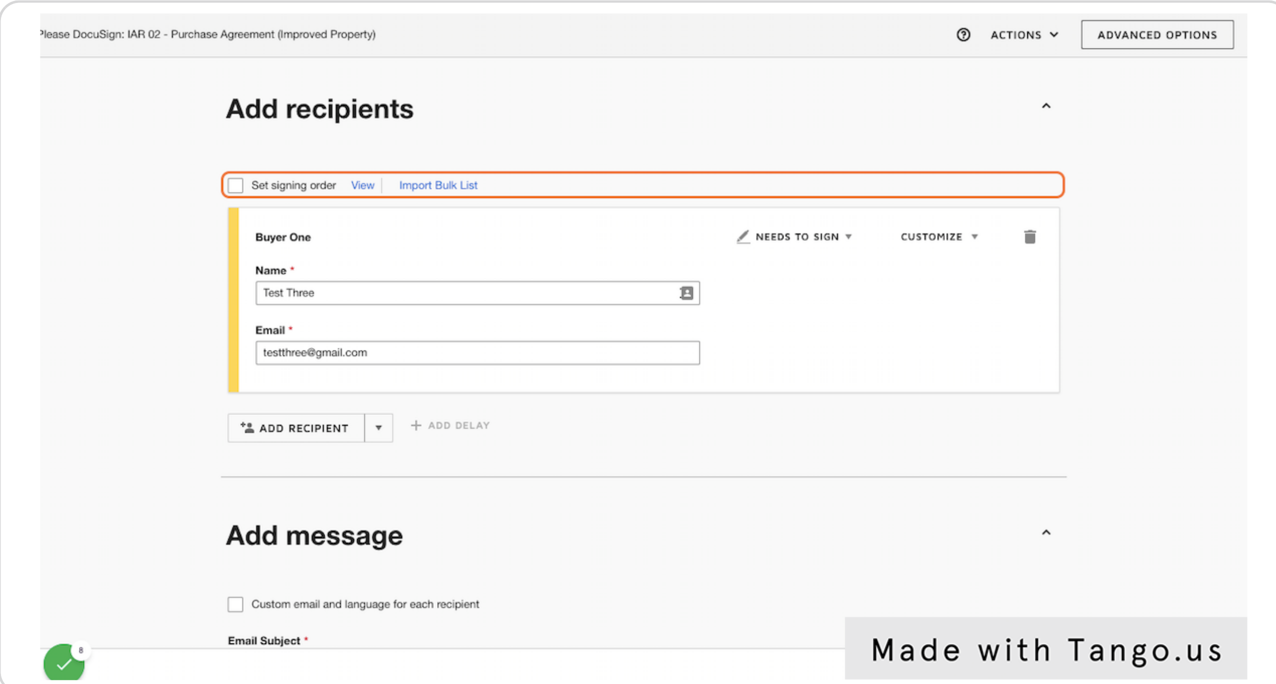
You can add additional recipients if necessary as well.



STEP 64

If you'd like to send the documents to people in a certain order to sign you can click on Set Signing Order

Typically this is not used but know that it is there if needed

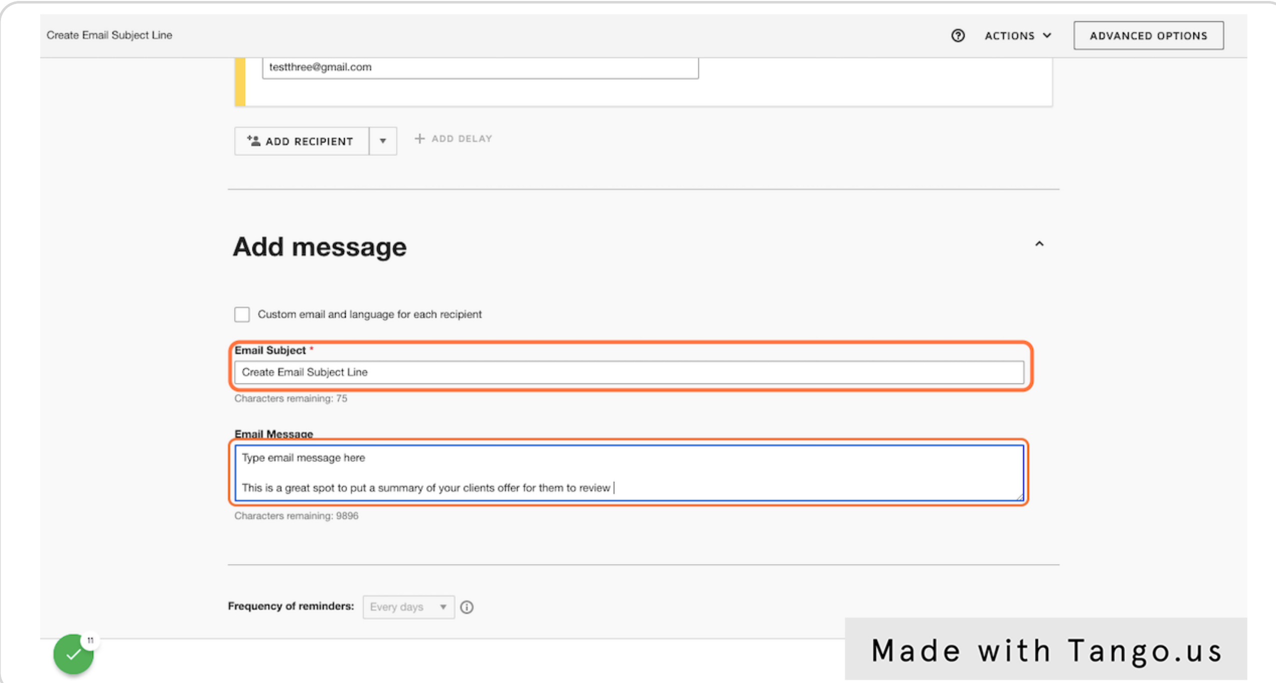


STEP 65

At the bottom of this page you can type an email message.

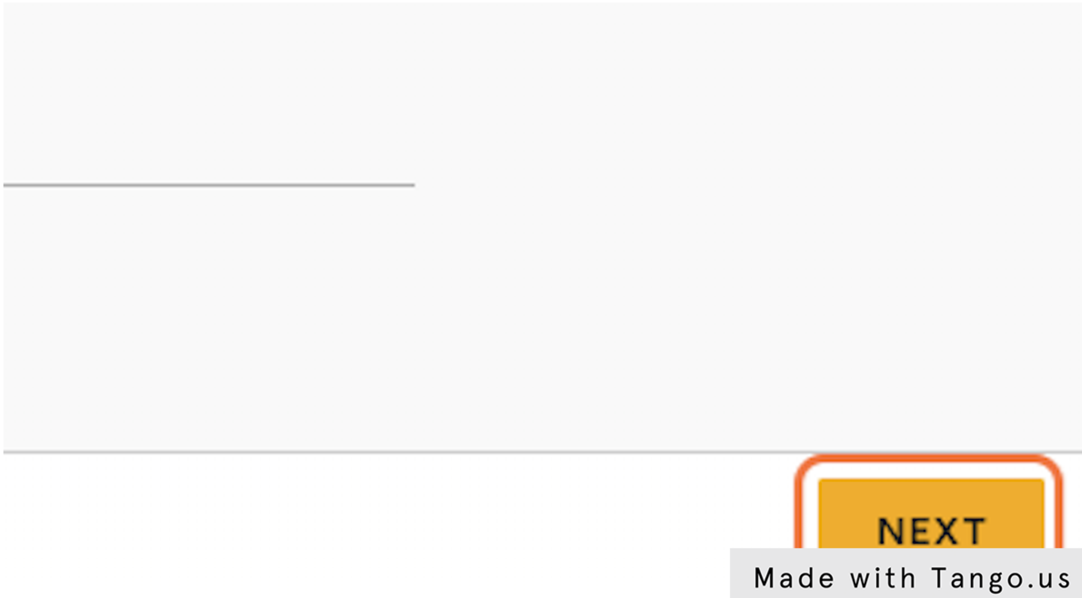
For the email signature a good option would be "(Insert Address" Offer Documents")

For the email body this is a great spot to put a summary of your clients offer for them to review



STEP 66

Click on Next



STEP 67

Before we move to the next step, note the toolbar on the left.

To use ANY of these, all you need to do is click and hold then drag the box where you need ***Note: for a checkbox, once you drag into place just double click to check the box***

STEP 68

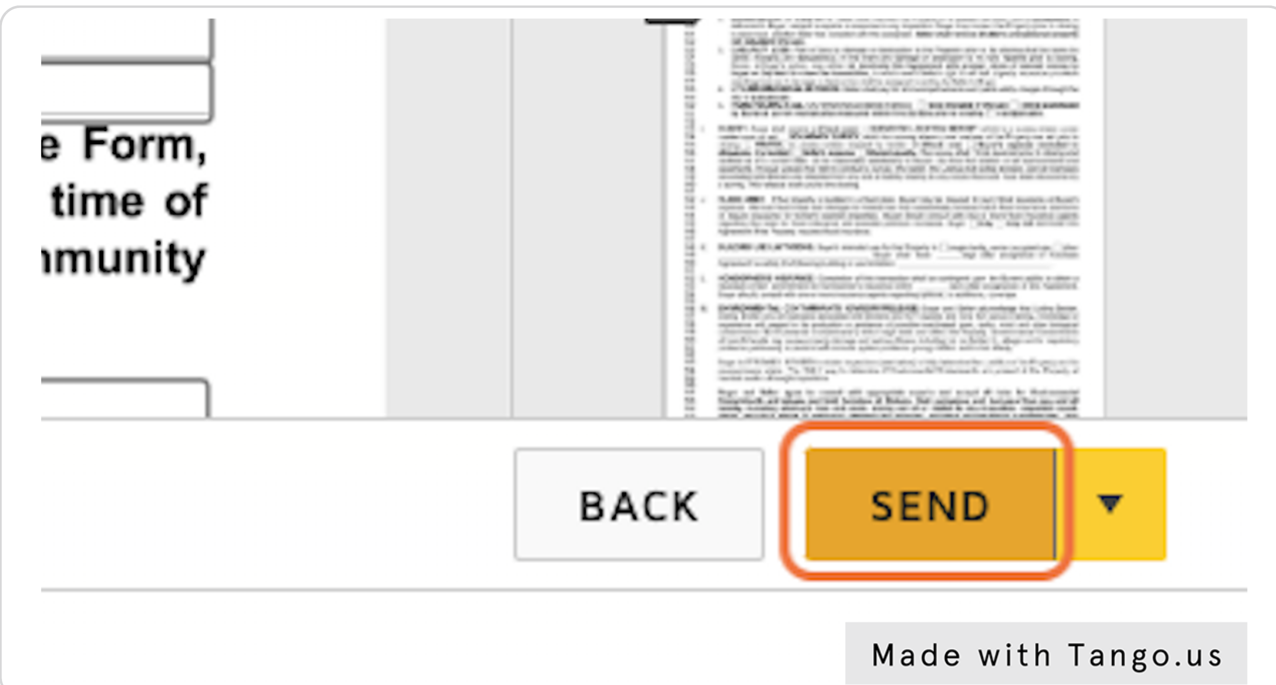
Slowly scroll through each document. This is the perfect time to review each document to make sure they read properly. Also verify that all signatures, names and date boxes are in the correct places.

If any changes are needed, you can edit right in that spot

STEP 69

Once you have verified all documents are correct, signatures, names and date boxes are in the right spot and hit SEND

Quick Tip - Highly recommend that you call or text your client(s) that you have sent the documents their way to make sure they receive your email. If they do not have them check their spam folder.

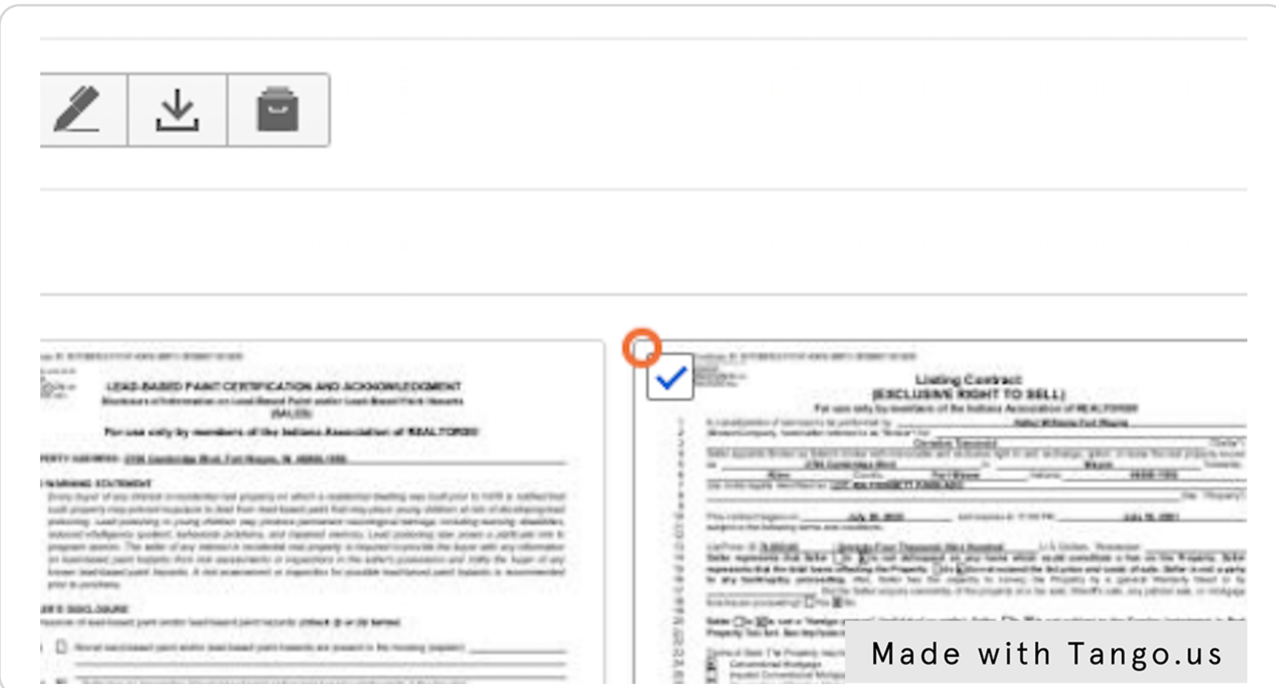


STEP 70

Once you are ready to send documents to the listing agent, select each document you want to send to the listing agent.

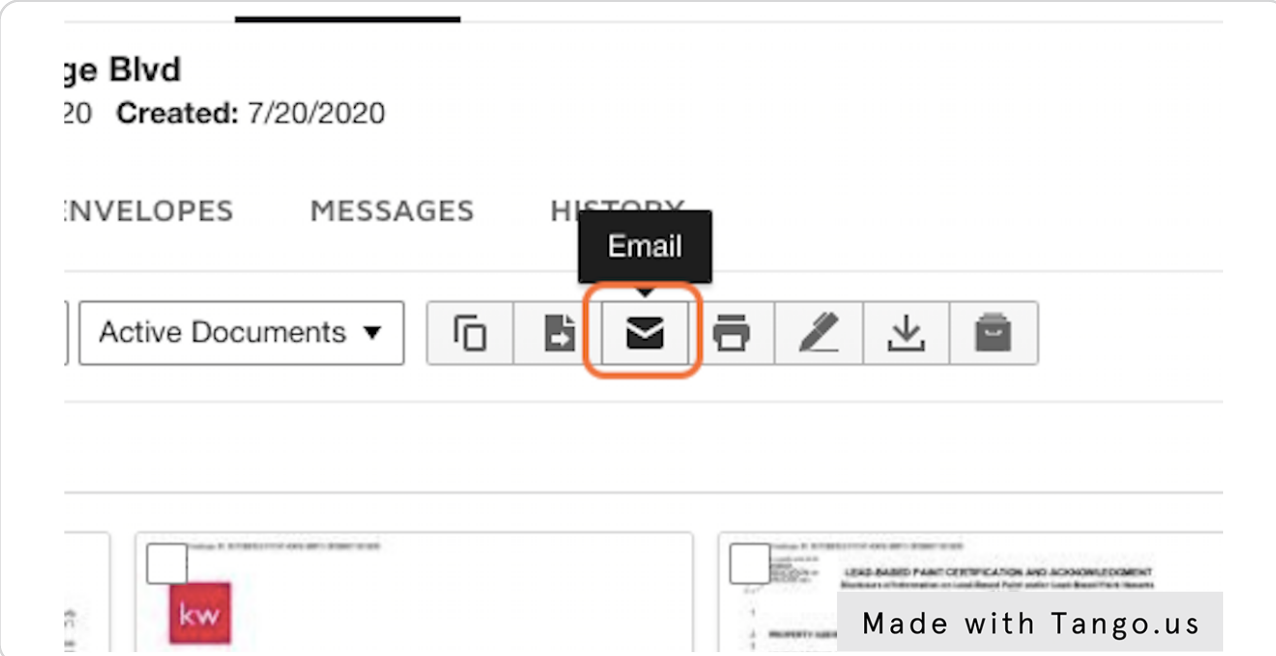
Quick Tip - reminder, to do this, hover over each document with your cursor and select the box in the top left corner of each document you want to send.

Documents to send:
Completed Purchase Agreement
Signed Residential Sellers Disclosure (if applicable)
Signed Alternative Dispute Resolution (if applicable)
Signed Lead Based Paint Disclosure (if applicable)
Buyer(s) Pre Approval Letter
Any other Amendments or Addendums the buyer has signed.



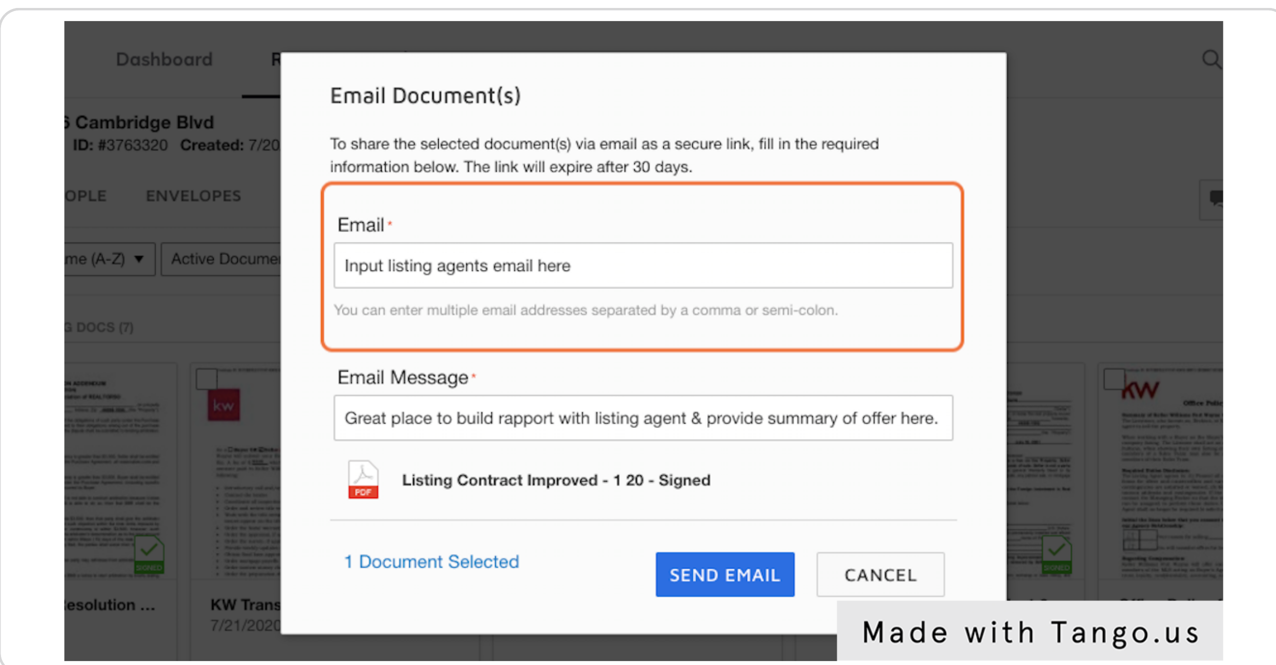
STEP 71

Click on Email icon in toolbar



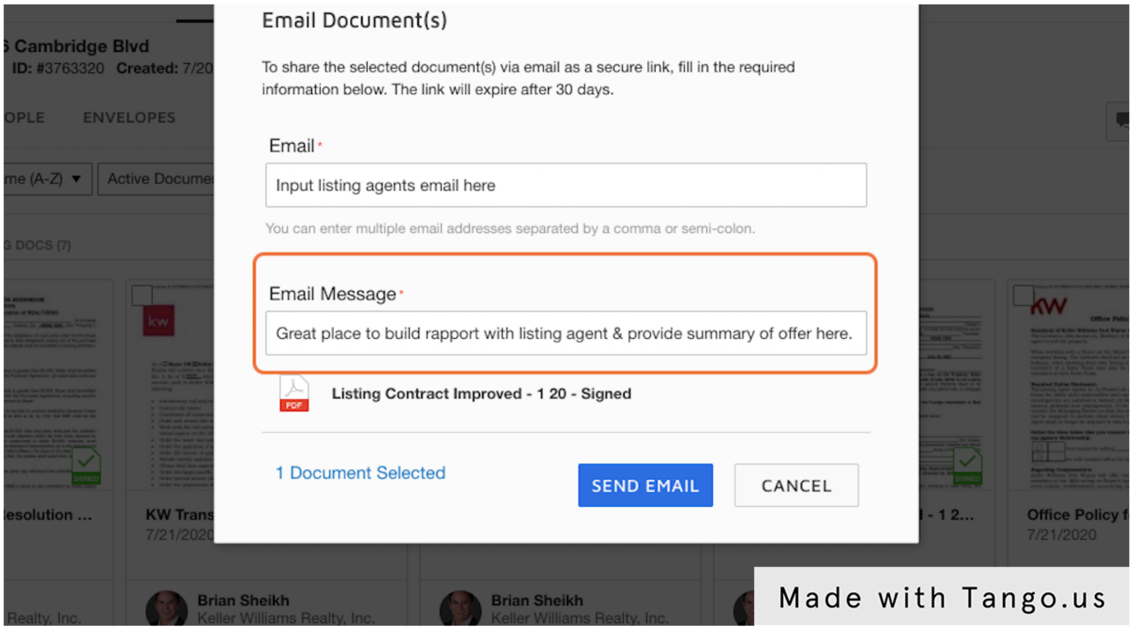
STEP 72

In the Email box you will input the listing agent's email address



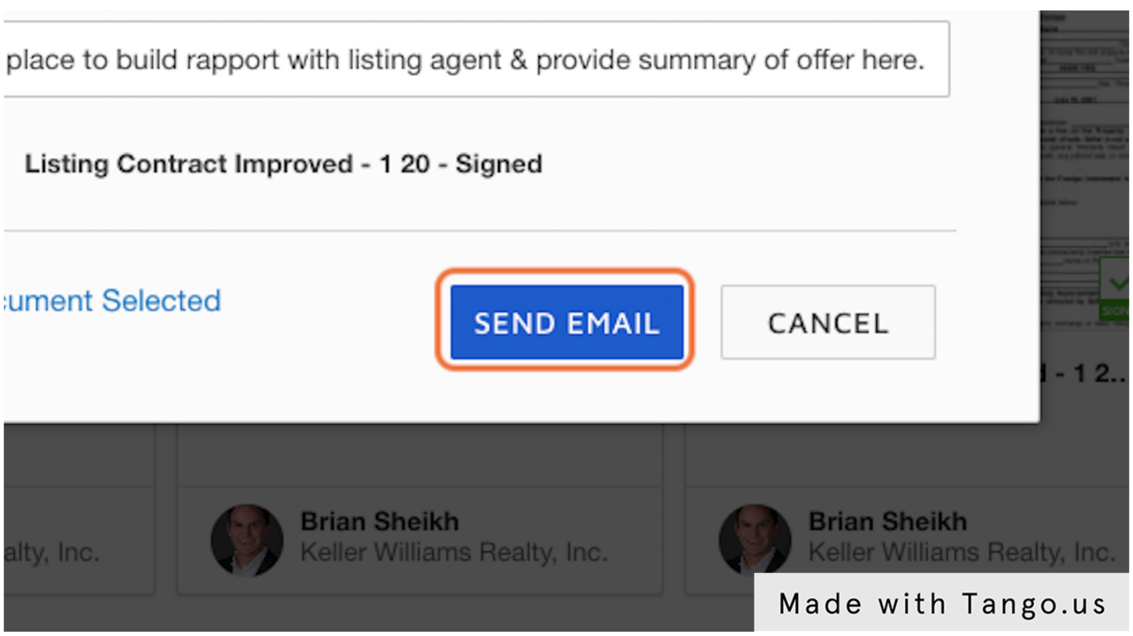
STEP 73

For the Email Message this is a great place to build rapport with listing agent along with providing a summary of your clients' offer.



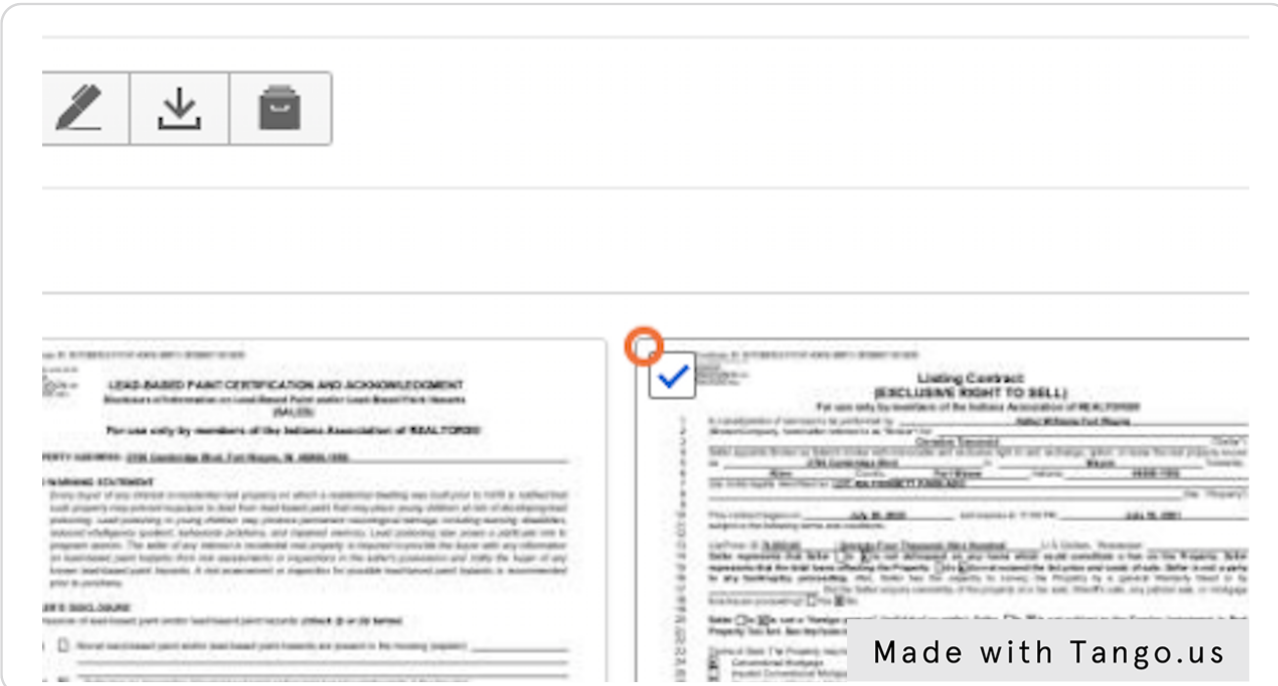
STEP 74

Once the email is complete click on SEND EMAIL



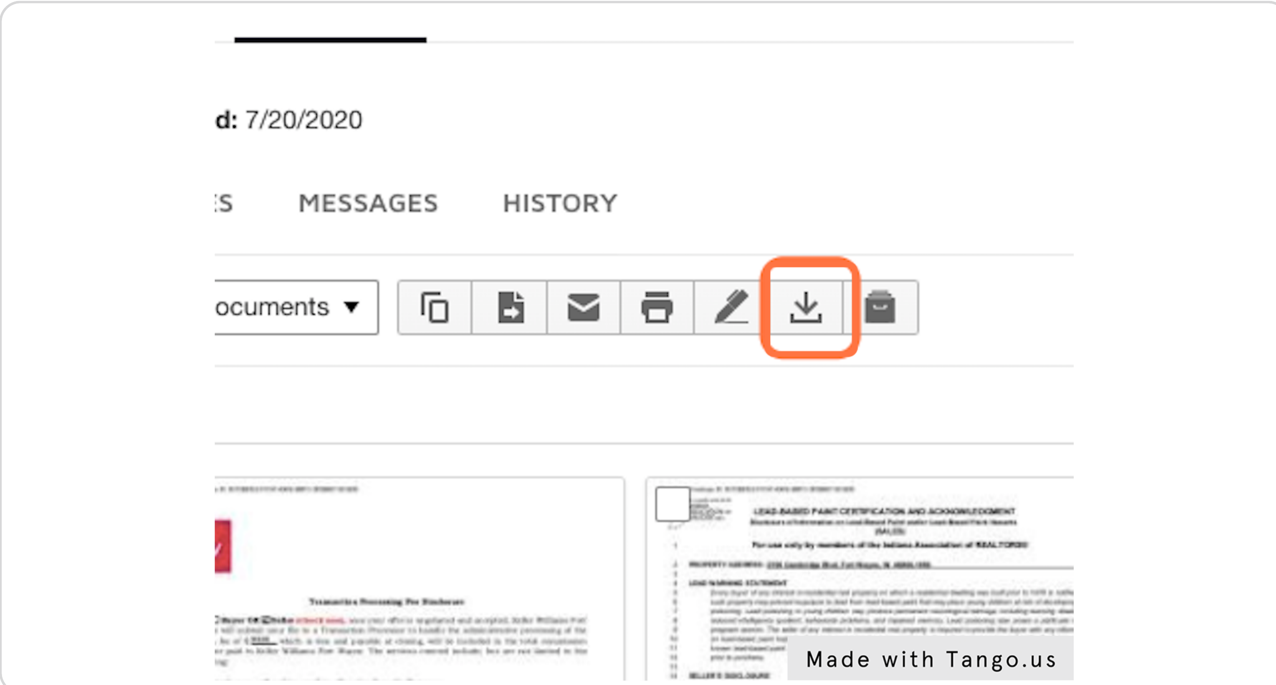
STEP 75

If you need to download any documents you would select the proper documents by checking the box in the top left corner of each document you want to download.



STEP 76

Then hit the download button on the toolbar.



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