SELF REPRESENTATION
AGENCY CONFIRMATION AND ACKNOWLEDGEMENTS

(When Consumer wants to represent themselves and to confirm Brokerage Representatives)

In reference to the Offer for Real Estate dated: November 15, 2025
Between Seller/Owner Robert and Kimberly Pepin and Buyer tbd
Property Address: 207 NE 8th St. Stuart, IA 50250

A. Daniel Wilson, SoldWilson Real Estate and Auction Company is the exclusive Agent/Brokerage of their "client" Robert and Kimberly Pepin and has no fiduciary obligations or duties to any other party/ "customer". All necessary agency disclosures and acknowledgements have been provided to client.

If more than one "client":

B. -- is the exclusive Agent/Brokerage of their "client" -- and has no fiduciary obligations or duties to any other party/ "customer". All necessary agency disclosures and acknowledgements have been provided to client.

A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts. An Exclusive Agent/Brokerage means that the client has contracted with brokerage to be the sole brokerage they will utilize to represent their interests.

Check if applicable.

☒ Customer elects to represent themselves. Customer understands that no Brokerage or Licensee will be providing any assistance/advice or representation to consumer. Licensees may provide ministerial acts to facilitate the transaction, but it is acknowledged that Brokerage/Licensees not responsible for any non-client decisions or actions.

The agents are hereby given authority to divide real estate commissions among themselves without creating any agency or fiduciary obligations to any person other than the "clients" for whom they have designated above as the exclusive agent. Duties to a "client" include (543B.56) –

A. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.
In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Broker and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** <u>(i.e. significant defects or negative circumstances)</u> that the licensee knows except:
   - **a.** Material adverse facts known by the party.
   - **b.** Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
   - **c.** Material adverse facts the disclosure of which is prohibited by law.
   - **d.** Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

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B. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE: ☐ Broker/ ☐ Licensee (check applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:**

____

____

C. THE FOLLOWING MINIMUM SERVICE SHALL BE PROVIDED TO THE CLIENT.

1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
4. Provide prospective buyers access to listed properties.

If a person decides to represent themselves or declines Brokerage representation, this document shall provide written acknowledgement and confirmation to all licensees involved in the transaction. A person representing themselves should consult a lawyer for any advice or other representation.

CUSTOMER (Representing Themselves) Date	"CLIENT" (☒ Seller or ☐ Buyer) Date
CUSTOMER (Representing Themselves) Date	"CLIENT" (☒ Seller or ☐ Buyer) Date
	BROKERAGE/AGENT Date
	BROKERAGE/AGENT Date

This is a legal document. If you do not understand all of the information contained within, contact a lawyer.

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IOWA OFFER TO PURCHASE REAL ESTATE

BUYER: ______________________________

SELLER: Robert and Kimberly Pepin

ADDRESS: 207 NE 8th St. Stuart, IA 50250

LEGAL DESCRIPTION: 10 LOT 7-8 KENWTHYS NORTH BLK 10

When Computing Time and Providing Notices Under This Agreement: *"Day(s)"* means calendar days (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

Notice: Any notice that is required under the provisions of this Agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of fulfilling the terms of this Agreement shall be the SELLER or BUYER or their respective agents.

This offer shall automatically expire on (Date/Time) 11/16/2025 without any additional notice that the offer has expired being required. Buyer has the right to withdraw this offer anytime prior to expiration of the offer, so long as not yet accepted by Seller, by communicating the same to SELLER or SELLER'S Agent/Broker. If this offer is not accepted or is properly withdrawn prior to acceptance, earnest money shall be returned to BUYER.

1. PURCHASE PRICE. $ Bid Price +5% Buyer's Premium with **Earnest Money** of $ 10% of Purchase Price

2. ESCROW. Earnest monies shall be delivered within 1 days (no later than five banking days) upon acceptance of this offer, to be held in trust by Bump Law Firm hereafter called "Escrow Agent," with the understanding that such individual or entity holding the funds do not assume or have any liability for performance or nonperformance of any party, and that they have the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party. If any party fails to agree in writing to an appropriate release of earnest m oney, then funds shall be released based on Iowa Law. Earnest money shall be applied to the purchase price and any other costs related to the purchase at closing.

If earnest money is not delivered to the individual or entity holding trust funds in this transaction within the above agreed upon time period, SELLERS may void this offer by providing written notice to the BUYER prior to the delivery of the earnest money.

Interest on trust account shall be forwarded to the State of Iowa, Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. COMPENSATION.

☐ Seller agrees to pay the Buyer's Brokerage who has a signed Buyer Agreement with the Buyer of the property, compensation of $___________ or ___________% of sales price at settlement.

☑ Seller is not being asked to provide compensation to the Buyer's brokerage.

Seller's agreement to allow Buyer's Broker to be compensated at time of settlement does not create any type of exclusive duty, agency agreement or any other type of relationship between Seller and Buyer's brokerage or agent.

Compensation is negotiable between the parties of a transaction and is not set by law.

4. CLOSING AND POSSESSION. Closing shall be on or before 12/15/2025 and be made upon delivery of an instrument of title. A closing representative may be appointed to provide settlement services, closing services and title services. Parties in a transaction are not required to use the same service provider. They may choose their own settlement, closing and title services provider and be charged for the services they provide. Possession to be given immediately upon closing of the property, unless otherwise mutually agreed by the parties.

5. PAYMENT.

☐ **NEW MORTGAGE**--This offer is contingent upon BUYER obtaining a written mortgage commitment based on the following terms:

Loan Type: ☐ CONVENTIONAL ☐ ARM ☐ FHA ☐ RD ☐ VA
☐ OTHER

Loan amount not to exceed ____% of the purchase price with an interest rate not to exceed ____% for a term of ____ years. **If the property does not appraise at or above the purchase price, BUYER shall have the right to declare this Agreement null and void with return of earnest money to the BUYER.**

BUYER agrees upon acceptance of this offer to immediately make application with a lender for such mortgage and to make their best good faith effort to obtain such mortgage. BUYER to provide to SELLER a written preliminary approval within ___ days from acceptance this offer. The written preliminary approval from the lender must evidence BUYER'S ability to qualify for the loan amount per terms set forth above, subject only to reasonable and customary conditions as the lender typically imposes up on preliminary approval letters. After delivery of the written preliminary approval, a written final loan commitment, with ALL lender contingencies met, must be delivered to SELLER on or before ___ days prior to closing. If a written final loan commitment has not been provided within this time, then SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a loan commitment has not been obtained within _____ days of delivery of such notice, then this Agreement shall be null and void with earnest money returned to BUYER. If SELLER does not give such written notice, then this Agreement shall remain valid until the BUYER has obtained a loan commitment or a denial. The balance of the purchase price less the proceeds of such mortgage shall be paid by BUYER in cash at closing.

☐ **INSTALLMENT CONTRACT:** *See attached addendum or other provisions.*
☐ **ASSUMPTION of MORTGAGE or CONTRACT:** *See attached addendum or other provisions.*
☑ **CASH:** This is a CASH offer. This offer, once accepted is not contingent upon BUYER obtaining financing. BUYER shall provide proof of funds to SELLER within 3 calendar days of final acceptance. If BUYER fails to provide said proof, SELLER may notify the BUYER in writing that this Agreement is void.
  ☐ This cash offer is subject to an appraisal. If property does not appraise at or above purchase price, BUYER shall have the right to void this contract with return of earnest money to the BUYER.
  ☐ This cash offer is NOT subject to an appraisal.
☐ **SUBJECT TO SALE/CLOSING:** This offer is subject to the sale and/or closing of the BUYER'S property: *See Subject to Sale addendum.*
☐ **OTHER:** ____
____.

6. INCLUDED PROPERTY. All property, including keys, alarms and garage door remotes, opener, and control(s), shall be delivered to BUYER at possession or closing, whichever occurs first. All fixtures presently installed including, but not limited to: wall-to-wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fireplace equipment including screens and grates, fuel/propane tank (if owned), air conditioning equipment (including window), door chimes, alarm devices, built-in items and electrical service, cable/fencing (including underground), other attached fixtures, radio and/or attached TV receiving equipment (including tv mounts), whole house speakers (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included in this Agreement.

7. EXCLUDED ITEMS. ____

8. PERSONAL PROPERTY AND DEBRIS. SELLER agrees to remove all personal property and debris that is not included herein from the premises by date of closing, unless otherwise agreed in writing. This offer is for real estate and does not include the transfer of interests in any personal property. If personal property is being transferred, SELLER and BUYER shall complete a separate bill of sale for said items.

9. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, PRORATIONS.

TAXES: All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessor's records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see attached addendum made a part of this contract.

SPECIAL ASSESSMENTS: SELLER shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the date of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens when payable, with any unused funds to be returned to the SELLER. All charges for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the SELLER'S ownership shall be paid by the SELLER.

PRORATIONS: Adjustments for interest, insurance, HOA dues, unused fuels (calculated at current market value), land leases, rents, etc. shall be prorated to the date of possession.

10. INSURANCE. SELLER shall bear the risk of loss or damage to property until closing. SELLER agrees to maintain existing insurance until closing, and it is BUYER'S responsibility to determine insurability of Property. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

11. SELLER'S DISCLOSURE. If a Seller Disclosure of Property Condition form required by Iowa Code Chapter 558A was provided in this transaction, it is incorporated herein as if fully and completely set forth in this paragraph, and this paragraph shall survive closing.

12. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by SELLER in its present condition until possession or closing, whichever takes place first, with the exception of ordinary wear and tear that would reasonably be expected. SELLER further represents plumbing, heating, cooling and electrical systems and appliances included in this Agreement to be in working order and functioning in the manner in which it was intended at the time of possession and closing, whichever occurs first, with the exception of:
____.
BUYER shall be permitted to make a walk-through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of the property.

☑ **AS-IS:** BUYER is purchasing property As-Is. *See attached addendum or other provisions.*

13. INSPECTIONS. BUYER is advised to have property inspected by a professional inspector(s). BUYER may choose from the following alternatives relative to the condition and quality of the property:

☐ Within ___ calendar days after the final acceptance date, BUYER may, at BUYER'S sole expense, have the property inspected by a qualified person(s) of BUYER'S choice to determine if there are any structural, mechanical, plumbing, electrical, environmental concerns and other deficiencies or hazards. These inspections are not to be construed as inspections to bring a home into compliance with the current building code unless property was built when current codes were in effect. SELLER is responsible for connection fees, if any, for purposes of conducting these inspections. Within this same period, BUYER shall notify SELLER in writing of any such deficiency(s). In the event of any claim or demand by BUYER as a result of inspections, SELLER may not automatically void this contract. SELLER shall have the right to view parts of the inspection report that pertains to BUYER'S claims/demands, and SELLER shall within 3 days, in writing, notify the BUYER with one of the following options:

1. Make said items operational or functional or otherwise curing the deficiency prior to closing; OR
2. Shall negotiate, in good faith, a modification of the Agreement; OR
3. Shall respond that such steps are un acceptable, and that the Seller wishe s to do nothing in response to Buyer's request(s).

Then, within 2 days of Sellers response, Buyer shall either:

1. Accept the Seller's response regarding the above demands and claims and agree to purchase the property referenced in this offer, OR
2. If the Seller has not accepted all of the Buyer's requests, the Buyer may reject the Seller's response, declare the contract void and shall receive a full refund of the earnest money.

☐ BUYER has been advised by REALTOR® to have an inspection done but has waived that option.

BUYER waived inspection. _____ _____ **initial(s)**

14. SEPTIC INSPECTION. Conveyance may require a septic inspection. Any terms relating to such inspections should be addressed by a separate addendum. *See addendum.*

15. WOOD PEST INSPECTION. BUYER may request a pest control inspection by a licensed inspector within ____ days after acceptance of this Offer or, if a deadline is not marked in this paragraph, will be the same time period of inspections addressed in paragraph eleven. The Wood Pest inspection shall be done at ☐ **BUYER'S expense** ☐ **SELLER'S expense.** Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at SELLER'S option, and shall include all treatment and repair reasonably required by BUYER. BUYER agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this Agreement null and void and be entitled to full return of earnest money. If property is sold in its "AS-IS" condition, this wood pest inspection paragraph is not applicable to this Agreement. This provision does not apply to fences, trees, shrubs or outbuildings.

BUYER waived pest inspection. _____ _____ **initial(s)**

16. SURVEY. BUYER may, within 10 or _____ days of acceptance, have the property surveyed at BUYER'S expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. All lot and exterior dwelling measurements are approximate. Only a survey will determine exact dimensions. The brokers and agents do not guarantee any lot lines or building measurements.

BUYER waived survey. _____ _____ **initial(s)**

17. NEW CONSTRUCTION. If this property is for the purchase of new construction, there may be other issues or documents that need to be addressed that may not be addressed in this Agreement. You should use additional addendums to address such issues. *See addendum.*

18. ABSTRACT AND TITLE. SELLER shall promptly provide an abstract of title continued until within 30 days of closing. Such abstract shall be delivered to an attorney for a title opinion for the BUYER; such attorney to be selected by the BUYER or their mortgagee. SELLER agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to SELLER 's inability to provide marketable title, this Agreement continues in force and effect until either party rescinds this Agreement with written notice to the other party and the Brokers. The SELLER shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title. Municipal building codes and zoning ordinances shall not be construed as title encumbrances. SELLER agrees to convey Title by Warranty Deed or other instrument of title agreed upon by both parties. Usual restrictive covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to BUYER shall not be considered a valid title objection.

19. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If SELLERS' title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If SELLERS, immediately preceding this offer, hold title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of SELLERS, then, (1) the proceeds of this sale, and any continuing and/or recaptured rights of SELLERS in real estate shall be and continue with SELLERS as joint tenants with rights of survivorship and not as tenants in common; and (2) BUYER in the event of the death of either SELLERS agree to pay any balance of the proceeds of this sale to the surviving SELLER and to accept deed from such surviving SELLER unless otherwise specified in writing or unless otherwise required by court order.

20. APPROVAL OF COURT. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by BUYER'S attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and conveyance shall be made by Court Officer's Deed. If this Agreement is not so approved this Agreement shall then be null and void with return of earnest money to the BUYER.

21. REMEDIES OF THE PARTIES. If SELLER fails to fulfill this Agreement, BUYER shall have the right to have all payments returned or to proceed by an action or actions at law or in equity. If BUYER fails to fulfill this Agreement, all payments by BUYER may be forfeited and retained by SELLER as provided in law. In addition to the foregoing remedies, BUYER and SELLER each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay court costs and reasonable attorney fees, and a receiver may be appointed.

22. FLOOD HAZARD ZONE. BUYER has been advised that the property may be in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, BUYER should consult a lender and insurance carrier.

23. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

24. INDEMNITY. If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party legally liable.

25. TYPEWRITTEN OR HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions, riders, addendums, and amendments shall supersede printed provisions of this Contract that may be in conflict.

26. SIGNATURE CLAUSE. All parties agree to be bound to this contract even if every party does not sign on 1 original, as long as each copy that is signed is identical to every other signed copy. Electronic signature, fax copy with fax signature, email copy with email signature, shall all be deemed binding on the parties.

27. ENTIRE AGREEMENT. Upon acceptance, this offer becomes a binding Agreement which contains the entire Agreement of the parties and supersedes all prior Offers with respect to the property. Such Agreement may only be modified by a written agreement signed and dated by both parties.

28. OTHER PROVISIONS. All other provisions, if any, shall be by addendum, amendment, or as follows:

____
____
____
____
____
____
____
____
____

29. ACCEPTANCE. Once accepted, this offer shall become a **LEGALLY BINDING CONTRACT** for the sale and purchase of the above described property. If either party has any questions or concerns, it is highly recommended that they speak with an attorney prior to signing any documents.

The BUYER submits this Offer to Purchase Real Estate at (Date/Time) ______________________________

____________________________________	____________________________________
BUYER Sign & Date/Time	BUYER Sign & Date/Time

The SELLER has received the above Offer to Purchase Real Estate and hereby:

☐ Accepts ☐ Counters ☐ Rejects the above offer at (Date/Time) ______________________________

____________________________________	____________________________________
SELLER Sign & Date/Time	SELLER Sign & Date/Time

BUYER AGENT/OFFICE: ____

SELLER AGENT/OFFICE: ____

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Prepared by: Daniel Wilson | SoldWilson Real Estate and Auc | dan@soldwilson.com | 5153711151
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ADDENDUM TO THE PURCHASE AGREEMENT

DMAAR
Des Moines Area Association of REALTORS

DATE OF PURCHASE AGREEMENT 11/15/2025 **MLS NUMBER** 728960

PROPERTY ADDRESS 207 NE 8th St. Stuart, IA 50250

BUYER(S) ______________________________

SELLER(S) Robert and Kimberly Pepin

The following additional terms and conditions are hereby incorporated into the Purchase Agreement:

This property is sold entirely 'As-Is'.

There are no Buyer contingencies for this agreement for financing or inspection.

BUYER'S Signature	**Date**	**SELLER'S Signature**	**Date**
BUYER'S Signature	**Date**	**SELLER'S Signature**	**Date**

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