



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2014 EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

Page 1 of 7

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

1 ID# Enell DATE 11/01/14
 2 LISTING AGENCY Premier Properties Office Phone # 232-4912 Fax # 232-0351
 3 Listing Agent Staci Hernandez E-Mail staci@primetimeauctions.com Phone # 221-5409
 4 SELLING AGENCY _____ Office Phone # _____ Fax # _____
 5 Selling Agent _____ E-Mail _____ Phone # _____

7 **1. BUYER:**
 8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
 9 "PROPERTY" COMMONLY KNOWN AS 2263 Enell Street
 10 Idaho Falls City Bonneville County, ID, Zip 83402 legally described as:
 11 Lot 10 Block 6 Alice Dickson Estates #4 NW 1/4 Sec 23 T2N R37 Bonneville County
 12 OR Legal Description Attached as exhibit _____ (Exhibit must accompany original offer and be signed or initialed by BUYER
 13 and SELLER.)

15 **2. \$ _____ PURCHASE PRICE:** _____ DOLLARS,
 16 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

18 **3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.**
 19 (A) \$ _____ **EARNEST MONEY:** BUYER hereby deposits _____
 20 DOLLARS as Earnest Money evidenced by: cash personal check cashier's check note (due date): _____
 21 other 5% of Purchase Price and a receipt is hereby acknowledged.
 22 Earnest Money to be deposited in trust account upon receipt or upon acceptance by BUYER and SELLER or other _____
 23 _____
 24 and shall be held by: Listing Broker Selling Broker other _____ for the benefit of the parties hereto.
 25 **THE RESPONSIBLE BROKER SHALL BE:** Michael Wheelock

27 (B) **ALL CASH OFFER:** NO YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
 28 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
 29 within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds
 30 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for
 31 the sale of BUYER'S current residence or other property to be sold.

33 (C) \$.00 **NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining the following financing:
 34 **FIRST LOAN** of \$ _____ not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL
 35 DEVELOPMENT, OTHER _____ with interest not to exceed _____% for a period of _____ year(s) at: Fixed Rate Other _____
 36 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money shall be returned to

37 BUYER.
 38 **SECOND LOAN** of \$ _____ with interest not to exceed _____% for a period of _____ year(s) at: Fixed Rate
 39 Other _____

40 **LOAN APPLICATION:** BUYER has applied OR shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance.
 41 Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a **written confirmation**
 42 **showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to**
 43 **close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting.** If such
 44 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying
 45 BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not
 46 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
 47 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. **If an appraisal is**
 48 **required by lender, the PROPERTY must appraise at not less than purchase price** or BUYER'S Earnest Money shall be returned at BUYER'S
 49 request. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this*
 50 *Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.* **FHA / VA:** If applicable, it is expressly agreed
 51 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or
 52 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA
 53 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the
 54 appraised value of the PROPERTY of not less than the sales price as stated in the contract.

56 (D) \$ _____ **ADDITIONAL FINANCIAL TERMS:**
 57 Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
 58 Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

60 (E) \$ _____ **APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs):** Cash at
 61 **closing** to be paid by BUYER at closing in GOOD FUNDS, includes: **cash, electronic transfer funds, certified check or cashier's check.** **NOTE:** *If*
 62 *any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)*
 63 *shall be adjusted at closing of escrow in:* Cash Other _____

BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 2263 Enell Street Idaho Falls 83402 ID#: Enell

64 **4. OTHER TERMS AND/OR CONDITIONS:** This Agreement is made subject to the following special terms, considerations and/or contingencies which
65 must be satisfied prior to closing

- 66 1) **Earnest money is non refundable, except by default of the seller.**
- 67 2) **A 5% Buyers Premium will be added to the final bid price to make up the contract**
- 68 **purchase price.**
- 69 3) **Financing is not a contingency on this Purchase and Sale.**
- 70 4) **Property is being sold "As Is Where Is" and is selling in its present condition.**
- 71 **Buyer accepts without any expressed or implied warranties or representations from seller**
- 72 **or agents. Buyer is responsible to make their own inspections and due diligence.**
- 73
- 74
- 75

76 **5. ITEMS INCLUDED & EXCLUDED IN THIS SALE:** All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE**
77 **PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor
78 coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm
79 windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
80 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and
81 equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should
82 satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

84 **(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:**
85 **Washer and Dryer**

88 **(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:**
89 **Personal Property**

94 **6. MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless
95 otherwise agreed to by the parties in writing.

97 **7. WATER RIGHTS:** Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights,
98 and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in
99 writing.

102 **8. TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
103 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
104 governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out
105 of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken
106 subject to, exist unless otherwise specified in this Agreement.

107 **9. TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement
108 are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

110 **(A). PRELIMINARY TITLE COMMITMENT:** Within 6 business days (six [6] if left blank) prior to closing the transaction, SELLER or BUYER
111 shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY.
112 BUYER shall have 3 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of
113 the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It
114 is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within 3 business days (two [2] if left blank) after
115 SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and
116 SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

118 **(B). TITLE COMPANY:** The parties agree that First American Title Company
119 located at 223 North 15th Pocatello ID 83201 shall provide the title policy and preliminary report of commitment.

122 **(C). STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
123 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
124 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard**
125 **coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at
126 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If
127 BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost
128 unless otherwise provided herein.

130 **(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage
131 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in
132 the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

BUYER'S Initials (____)(____) Date _____

SELLER'S Initials (____)(____) Date _____

PROPERTY ADDRESS: 2263 Enell Street Idaho Falls 83402 ID#: Enell

10. INSPECTION:

(A). BUYER chooses [] to have inspection [X] not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within na business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

[] In the event this offer is subject to a short sale approval by a mortgage company, the time frame for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

Additional inspections/timeframes: _____

(B). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have na business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If both parties agree within na business days (three [3] if left blank) of receipt of SELLER's response, in writing, as to the items to be corrected by SELLER, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

4). If both parties do not come to a consensus as to the disapproved items to be corrected by SELLER within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within na business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all Inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections.

(C). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY [] is [X] is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYERS right to have the PROPERTY tested for lead-based paint hazards to be completed no later than na or the contingency will terminate, (d) that BUYER hereby [X] waives [] does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

12. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/ or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

BUYER'S Initials (____)(____) Date _____

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 2263 Enell Street Idaho Falls 83402 ID#: Enell

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13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

14. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement: Yes No N/A

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have na business days (five [5] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

16. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: Yes No N/A. Association fees/dues are \$ _____ per _____. BUYER SELLER N/A to pay Homeowner's Association **SET UP FEE** of \$ _____ and/or **PROPERTY TRANSFER FEES** of \$ _____ at closing.

17. COSTS PAID BY: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

SELLER agrees to pay up to \$ 0 **(\$0 if left blank) of lender required repair costs only.**
BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

Upon closing SELLER agrees to pay up to EITHER na % (N/A if left blank) of the purchase price **OR** \$ na (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked below.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee				X	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				X
Closing Escrow Fee			X		Additional Title Coverage				X
Lender Document Preparation Fee	X				Domestic Well Water Potability Test				X
Tax Service Fee	X				Domestic Well Water Productivity Test				X
Flood Certification/Tracking Fee	X				Septic Inspections				X
Lender Required Inspections	X				Septic Pumping				X
Attorney Contract Preparation or Review Fee				X	Survey				X

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18. OCCUPANCY: BUYER does does not intend to occupy PROPERTY as BUYER'S primary residence.

19. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

BUYER'S Initials (____)(____) Date _____

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 2263 Enell Street Idaho Falls 83402 ID#: Enell

241 20. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through
242 inspection of the PROPERTY approximately 3 calendar days (three [3] if left blank) prior to close of escrow, NOT AS A CONTINGENCY OF THE
243 SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in
244 substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the final walk through and agrees to accept
245 the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a
246 final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

247 21. SINGULAR AND PLURAL terms each include the other, when appropriate.

249 22. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506)
250 any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-
251 525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

253 23. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that,
254 subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to
255 the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The
256 Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a
257 homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale
258 of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on
259 your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure
260 Statement.

262 24. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

264 25. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed
265 facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the
266 Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

268 26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
269 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
270 by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by
271 excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the
272 time for performance shall be the next subsequent business day.

274 27. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
275 PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed
276 shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference
277 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

279 28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
280 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees
281 on appeal.

283 29. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
284 damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make
285 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker
286 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report
287 fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S
288 Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically
289 acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and
290 such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs
291 incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title
292 insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending
293 resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money
294 deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees,
295 brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be
296 entitled.

298 30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that
299 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms
300 of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency
301 shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties
302 and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute
303 including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or
304 not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

BUYER'S Initials () () Date

SELLER'S Initials () () Date

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PROPERTY ADDRESS: 2263 Enell Street Idaho Falls 83402 ID#: Enell

306 31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
307 identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies
308 shall together constitute one and the same instrument.

309 32. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this
310 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and
311 have determined that such facts or conditions do not apply to the agreement or transaction herein.

312 33. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or
313 unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

314 34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
315 brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- 316 A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
317 B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
318 C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT
319 acting solely on behalf of the BUYER(S).
320 D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- 321 A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
322 B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
323 C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT
324 acting solely on behalf of the SELLER(S).
325 D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

326 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho
327 real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy
328 was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A
329 BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

330 35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete
331 this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are
332 available to SELLER. The closing shall be no later than (Date) 12/15/14.

333 The parties agree that the CLOSING AGENCY for this transaction shall be First American Title
334 located at 223 North 15th, Pocatello, Idaho 83204.

335 If a long-term escrow / collection is involved, then the long-term escrow holder shall be na.

336 36. POSSESSION: BUYER shall be entitled to possession upon closing or date time A.M. P.M.

337 37. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens,
338 encumbrances or obligations assumed, and utilities shall be prorated as of na.
339 BUYER to reimburse SELLER for fuel in tank Yes No (Not Applicable if left blank). Dollar amount may be determined by SELLER's supplier.

340 38. ASSIGNMENT: This Agreement and any rights or interests created herein may may not be sold, transferred, or otherwise assigned.

341 39. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior
342 Agreements between the parties respecting such matters.

343 40. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

344 41. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this
345 agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

346 42. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 11/04/14 at (Local Time in
347 which PROPERTY is located) 4:00 A.M. P.M.

348 BUYER'S Initials () () Date SELLER'S Initials () () Date

PROPERTY ADDRESS: 2263 Enell Street Idaho Falls 83402 ID#: Enell

43. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.)

BUYER does not currently hold an active Idaho real estate license. BUYER IS IS NOT related to agent.

BUYER Signature BUYER (Print Name) Date Time A.M. P.M. Phone # Cell # Address E-Mail City State Zip Fax #

BUYER does not currently hold an active Idaho real estate license. BUYER IS IS NOT related to agent.

BUYER Signature BUYER (Print Name) Date Time A.M. P.M. Phone # Cell # Address E-Mail City State Zip Fax #

44. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) #

SELLER does not currently hold an active Idaho real estate license. SELLER IS IS NOT related to agent.

SELLER Signature SELLER (Print Name) Date Time A.M. P.M. Phone # Cell # Address E-Mail City State Zip Fax #

CONTRACTOR REGISTRATION # (if applicable)

SELLER does not currently hold an active Idaho real estate license. SELLER IS IS NOT related to agent.

SELLER Signature SELLER (Print Name) Date Time A.M. P.M. Phone # Cell # Address E-Mail City State Zip Fax #

CONTRACTOR REGISTRATION # (if applicable)

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within calendar days (three [3] if left blank) by BUYER initialing HERE. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

