

BUY - SELL AGREEMENT Commercial
(Including Earnest Money Receipt)



1 **This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a**
2 **legally binding contract. If not understood, seek competent advice.**
3

4 Date: March 1, 2017

5 _____, as

6 Joint Tenants with rights of survivorship, Tenants in common, Single in his/her own right,
7 Other _____ (hereinafter

8 called "Buyer") agrees to purchase, and the Seller agrees to sell the following described real property
9 (hereinafter referred to as "Property") commonly known as 0 Clough Avenue

10 _____ in the City of COLUMBUS,

11 County of Stillwater, Montana, legally described as: PARK ADD (COLUMBUS), S27,

12 T02, S, R20 E, BLOCK 3, LOT 1, PARK ADDITION: LOT 1 BLOCK 3, HUNTER ADDITION:

13 LOTS 1-3 BLOCK 3.

14 _____

15 _____

16 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
17 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and
18 equipment that are attached property are included in the purchase price and transfer to the Buyer. Certain
19 fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether they
20 are in fact permanently installed and attached to the Property are electrical, plumbing and heating fixtures,
21 unless otherwise excluded below: _____

22 _____

23 _____

24 **PERSONAL PROPERTY:** The following items of personal property and other assets are set forth hereafter
25 or per attached addendum, free of liens and without warranty of condition, are included and shall be
26 transferred by bill of sale: Air Compressor & Attached Hoses as needed for Shop Building

27 _____

28 **PURCHASE PRICE AND TERMS:**

29 Total purchase price is _____

30 U.S. Dollars (\$ _____) payable as follows:

31 \$ _____ earnest money to be applied at closing.

32 \$ _____ as additional cash payment, payable on or before closing.

33 \$ _____ balance of the purchase price will be financed as follows:

34 Buyer hereby deposits _____ (Line 31), dollars as valuable consideration
35 evidencing Buyer's good faith commitment to purchase the Property, which is
36 non-refundable and to be applied to the purchase price at Closing. In the event
37 of default by the Buyer, all deposits made hereunder may be forfeited as
38 liquidated damages without notice to Buyer, or alternatively, at Seller's
39 election, the Seller may retain such deposit as part of the payment of the
40 purchase price and pursue any legal or equitable remedies against the Buyer
41 including the right to bring an action for specific performance and/or to
42 collect damages, (including reasonable legal fees). Earnest money, (Deposit),
43 is being paid by, (Method of Payment):

44 _____

45 _____

46 _____

47 **CLOSING DATE:** The date of closing shall be (date) April 13, 2017 (the "Closing Date").

48 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior
49 to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds
50 necessary to complete the purchase in accordance with this Agreement. If third party financing is required
51 by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing
52 Date may be extended without amendment by not more than 0 days to accommodate delays
53 attributable solely to such third party financing.

54 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:
55 when the closing agent is in receipt of all required, signed documents and all funds necessary for the
56 purchase; OR
57 on the date of recording the deed or Notice of Purchaser's Interest, OR

58 _____
59 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, if applicable.

60
61 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of
62 _____ U.S. Dollars (\$ _____)
63 as evidenced by Cash; OR Check, the receipt of which is acknowledged by the undersigned
64 Broker/Salesperson; OR, _____

65 _____
66 (406)855-1930
67 Steven Gibson - 406.855.1930 _____
68 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)

69 **To be signed only if in actual receipt of cash or check**

70
71 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and
72 Seller shall be entitled to immediately terminate this Agreement and declare any Earnest Money already paid
73 by Buyer to be forfeited.

74
75 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein,
76 that the earnest monies will be deposited or delivered by the Broker/Salesperson listed above within
77 (1) business days of the date all parties have signed the Agreement or _____
78 _____ and such funds will be held in a trust account by Stillwater Abstract
79 & Title Company .

80
81 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: Buyer

82 _____
83 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.

84
85 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or
86 any portion of the earnest money required to complete the closing of the transaction.

87
88 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
89 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any
90 contingent source of such funds unless otherwise expressly set forth herein.

91
92 **DETECTION DEVICES:** The Property is equipped with the following detection devices:
93 Smoke detector(s)
94 Carbon monoxide detector(s)
95 Other fire detection device(s): _____
96 _____

97
98 **PROPERTY INSPECTIONS:** The buyer is aware that any Brokerage Firm(s) and Salespersons involved in
99 this transaction have not conducted an expert inspection or analysis of the property or its condition and make
100 no representations to the Buyer as to its condition, do not assure that the property and/or buildings will be
101 satisfactory to the Buyer in all respects, that all equipment will operate properly or that the property and/or
102 improvements comply with current building and zoning codes and ARE NOT building inspectors, building
103 contractors, structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers
104 or well experts, land surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or
105 roofing experts, accountants, attorneys, or title examiners, or experts in identifying hazardous waste and/or
106 toxic materials.

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

INSPECTION CONTINGENCY: The Buyer's offer to purchase is contingent upon Buyer's acceptance of the property conditions identified through any inspections or advice requested below. Buyer agrees to acquire, at their own cost, independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's investigations or inspections, if Buyer does not purchase the property.

Inspections or advice requested by the Buyer, or other concerns noted, are to be CHECKED as follows:

- | | |
|--|--|
| <input type="checkbox"/> Building Inspection | <input type="checkbox"/> Zoning Determination |
| <input type="checkbox"/> Owner's Property Disclosure Statement | <input type="checkbox"/> Review and Approval of Protective Covenants |
| <input type="checkbox"/> Roof Inspection | <input type="checkbox"/> Easements |
| <input type="checkbox"/> Structural/Foundation Inspection | <input type="checkbox"/> Flood Plain Determination |
| <input type="checkbox"/> Electrical Inspection | <input type="checkbox"/> Water Sample Test |
| <input type="checkbox"/> Plumbing Inspection | <input type="checkbox"/> Septic or Cesspool Inspection |
| <input type="checkbox"/> Heating, ventilation, cooling system - Inspection | <input type="checkbox"/> Pest/Rodent Inspection |
| <input type="checkbox"/> Radon | <input type="checkbox"/> Underground Storage Tanks |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Sanitary Approval/Septic permit |
| <input type="checkbox"/> Well Inspection for condition of Well and Quantity of Water | <input type="checkbox"/> Legal Advice |
| <input type="checkbox"/> Accounting Advice | <input type="checkbox"/> Toxic Waste/Hazardous Material |
| <input type="checkbox"/> Survey or Corner Pins located | <input type="checkbox"/> Access to Property |
| <input type="checkbox"/> Water Rights | <input type="checkbox"/> Airport Affected Area |
| | <input type="checkbox"/> Road Maintenance |

Other Buyer may inspect but inspections are not a contingency of the sale
Release date for the above checked item(s): _____ .

FINANCING CONTINGENCY:

- ~~This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer; **OR**~~
- ~~This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: _____.~~

APPRAISAL CONTINGENCY:

- ~~Property must appraise for at least the Purchase Price **OR** at least \$_____ . If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**~~
- ~~This agreement is contingent upon the property appraising for at least the Purchase Price **OR** at least \$_____ . Release Date: _____ .~~

~~**TITLE CONTINGENCY:** This offer is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment. Release Date: _____ days from Buyer's or Buyer's Representative's receipt of preliminary title commitment.~~

165 ~~INSURANCE CONTINGENCY:~~ This Agreement is contingent upon Buyer's ability to acquire, at a rate
166 acceptable to the Buyer, hazard insurance on the property. Release Date: _____ :

167
168 This Agreement is contingent upon _____
169 _____
170 _____ Release Date: _____
171

172 This Agreement is contingent upon _____
173 _____
174 _____ Release Date: _____
175

176 **ADDITIONAL PROVISIONS:** "Live Auction Terms," per Timberweld Mfg. Brochure,
177 (attached), are hereby incorporated as part of this agreement.

178 "All properties sell "AS IS, WHERE IS," with no warranty. There shall be no
179 guarantee or warranties of any type expressed or implied, statutory or
180 otherwise as to the merchantability, usability or fitness for any particular
181 purchase, or any matter of whatsoever type of nature.
182 _____
183 _____
184 _____
185 _____
186

187 **CONVEYANCE:** The Seller shall convey the real property by _____ **Warranty**
188 deed, free of all liens and encumbrances except those described in the title insurance commitment, as
189 approved by Buyer. The Seller shall further convey any and all security deposits, rental agreements,
190 property condition reports and other documentation in regard to any parts of the property occupied by
191 tenants.
192

193 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including
194 statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed
195 basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the
196 Property are included with the Property, except _____
197 _____ .

198 Filing or transfer fee will be paid by Seller, Buyer, split equally between Buyer and Seller.
199 Documents for transfer will be prepared and filed by _____ .
200

201 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or
202 transfer of real property to pay the required fee to the Montana Department of Natural Resources and
203 Conservation for updating water right ownership may result in the transferee of the property being subject to
204 a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the
205 parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection
206 of the deed for recording.
207

208 **MINERAL RIGHTS:** "Mineral rights" is a term used to describe the rights the owner of those rights has to
209 use, mine, and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel,
210 etc. lying below the surface of property. These mineral rights may be separate from the rights a property
211 owner has for the surface of a property. In some cases, these mineral rights have been transferred to a
212 party other than the property owner and as a result the subsurface mineral rights have been severed from
213 the property owner's surface rights. If the mineral rights have been severed from the surface rights, the
214 owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even
215 though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the
216 Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this
217 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and
218 that neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of
219 the Property have conducted an inspection or analysis of the mineral rights to and for the Property.
220

221 **CLOSING AGENTS FEES:** Closing agents fee will be paid by Seller Buyer Equally Shared.

222 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall
223 furnish Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard
224 form American Land Title Association title insurance commitment) in an amount equal to the purchase
225 price. Buyer may purchase additional owner's title insurance coverage in the form of "Extended Coverage"
226 or "Enhanced Coverage" for an additional cost to the buyer. It is recommended that buyer obtain details
227 from a title company.

228
229 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or
230 prior to closing unless otherwise provided herein. Seller agrees that no additional encumbrances,
231 restrictions, easements or other adverse title conditions will be placed against the title to the property
232 subsequent to the effective date of the preliminary title commitment approved by the Buyer.

233
234 ~~**SECTION 1031 LIKE KIND EXCHANGE:** If either the Buyer or the Seller intends for this transaction to be
235 part of a Section 1031 like kind exchange, then the other party shall cooperate in the completion of the
236 like kind exchange provided the cooperating party does not incur any additional liability or cost in doing so.
237 Any party who intends for this transaction to be part of a Section 1031 like kind exchange may assign their
238 rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of
239 completing a Section 1031 like kind exchange, notwithstanding the prohibition against the Buyer's
240 assignment of this Agreement set forth in the "Binding Effect and Non Assignability" section below.~~

241
242 **SPECIAL IMPROVEMENT DISTRICTS:** Special Improvement Districts (including rural SIDs), including
243 those that have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will
244 be:

- 245 paid off by Seller at closing;
246 assumed by Buyer at closing; OR
247 _____
248 All perpetual SIDs shall be assumed by Buyer.

249
250 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any
251 non-governmental association, including those that have been approved but not yet billed or assessed, will
252 be:

- 253 paid off by Seller at closing;
254 assumed by Buyer at closing; OR
255 _____

256
257 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special
258 Improvement District assessments for the current tax year, as well as pre-paid rents, water and sewer
259 system charges, and/or common area maintenance fees, if any, as of the date of closing unless otherwise
260 agreed and: _____

261
262 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear
263 and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession
264 of the Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a
265 walk-through inspection of said Property prior to closing to insure that all appurtenances and appliances
266 included in the sale remain on the Property.

267
268 **NOXIOUS WEEDS DISCLOSURE:** Buyer of property in the State of Montana should be aware that some
269 properties contain noxious weeds. The laws of the State of Montana require owners of property within this
270 state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious
271 weeds and your obligations as an owner of property, contact either your local County extension agent or
272 Weed Control Board.

273
274 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana
275 Code Annotated, certain individuals are required to register their address with the local law enforcement
276 agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law
277 enforcement offices will make the information concerning registered offenders available to the public. If you
278 desire further information please contact the local County Sheriff's office, the Montana Department of
279 Justice, in Helena, Montana, and the probation officers assigned to the area.

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

290
291 **BUYER'S REMEDIES:**

292 ~~(A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in~~
293 ~~the BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer. (B) If the~~
294 ~~Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the~~
295 ~~transaction within the time period provided in this Agreement, the Buyer may:~~
296 ~~(1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the~~
297 ~~return of such money, the rights and duties of Buyer and Seller under this Agreement shall be~~
298 ~~terminated; OR~~
299 ~~(2) Demand that Seller specifically perform Seller's obligation under this Agreement; OR~~
300 ~~(3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.~~

301
302 **SELLER'S REMEDIES:** ~~If the Seller accepts the offer contained in this Agreement and Buyer refuses or~~
303 ~~neglects to consummate the transaction within the time period provided in this Agreement, the Seller may:~~
304 ~~(1) Declare the earnest money paid by Buyer be forfeited; OR~~
305 ~~(2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; OR~~
306 ~~(3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this~~
307 ~~Agreement.~~

308
309 **BUYER'S/SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons
310 executing this Agreement as Buyer or Seller represents that he/she is eighteen (18) years of age or older,
311 of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting
312 on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter
313 into this Agreement on behalf of such entity.

314
315 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding
316 of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount
317 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a
318 residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer
319 or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing
320 and submit the tax to the Internal Revenue Service unless the transfer of the property satisfies an exception
321 provided for in Section 1445 of the Internal Revenue Code.

322
323 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and
324 disclosure by Buyer, Seller, and Salespersons and their attorneys, representatives, and other parties
325 having interests essential to this Agreement, of any and all information reasonably necessary to
326 consummate the transaction described in this Agreement, specifically including access to escrows for
327 review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying
328 obligations pertaining thereto.

329
330 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any
331 cause is assumed by Seller through the time of closing unless otherwise specified.

332
333 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this agreement.

334 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and
335 assigns of each of the parties hereto; however, unless otherwise provided for in this agreement, Buyer's
336 interest is not assignable without the Seller's express written consent.

337
338 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this
339 Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the
340 court or arbitrator shall determine just.

341
342 ~~**COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this~~
343 ~~transaction is an integral part of this Agreement.~~

344
345 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement which contains the parties'
346 signatures may be used as the original.

347
348 **COUNTERPARTS:** A copy of this document may be executed by each individual/entity separately, and
349 when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full complete
350 contract between the parties.

351
352 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or
353 amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and
354 supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be
355 modified only in writing, signed by the Seller and Buyer.

356
357 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
358 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such
359 money or property, unless mutual written instructions are received by the holder of the earnest money and
360 things of value, Broker or closing agent shall not be required to take any action, but may await any
361 proceedings, or, at Broker's or closing agent's option and sole discretion, may interplead all parties and
362 deposit any monies or things of value in a court of competent jurisdiction and may utilize as much of the
363 earnest money deposit as may be necessary to advance the cost and fees required for filing such action.

364
365 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):
366 Contingency for Sale of Buyer's Property
367 Addendum for Additional Provisions Back-up Offer
368 Water Rights Acknowledgement Mold Disclosure (for all inhabitable real property)
369 _____
370 _____
371 _____

372
373 **RELATIONSHIP CONFIRMATION:** The parties to this agreement confirm that the real estate licensees
374 identified hereafter have been involved in this transaction in the capacities indicated below and the parties
375 have previously received the required statutory disclosures setting forth the licensees duties and the limits
376 of their obligations to each party:

377
378 Steven Gibson of Preferred Property Brokers
379 (name of licensee) (name of Brokerage company)
380 is acting as Seller's Broker/Salesperson; Dual Broker/Salesperson; Statutory Broker.
381
382 _____ of _____
383 (name of licensee) (name of Brokerage company)
384 is acting as Buyer's Broker/Salesperson; Dual Broker/Salesperson; Statutory Broker;
385 Seller's Broker/Salesperson (includes Seller's Sub-Broker or Salesperson).

386 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that he/she has examined the real and personal
387 property, that Buyer enters into this Agreement in full reliance upon his/her independent investigation and
388 judgment, that prior verbal representations by the Seller or Seller's agent or representatives do not modify
389 or affect this Agreement, and that by signing this Agreement Buyer acknowledges having read and
390 understood this entire Agreement.

391
392 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and
393 conditions set forth in the above offer and grant to said Salesperson until (date) March 1, 2017
394 at 5:00 am pm (Mountain Time) to secure Seller's written acceptance, whether or not that
395 deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer
396 being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is
397 automatically withdrawn.

398
399 The parties hereto, all agree that the transaction contemplated by this document may be conducted by
400 electronic means in accordance with the Montana Uniform Electronic Transaction Act.

401
402 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

403
404 Buyer's Address: _____ City _____ ,
405 State _____ , Zip Code _____

406
407 Buyer's Name Printed: _____

408
409 Dated this March 1, 2017 , at _____ am pm (Mountain Time).

410
411 _____
412 _____
413 (Buyer's Signature) (Buyer's Signature)

414 **OFFER PRESENTATION:** This offer was presented to the Seller(s) on
415 Date: _____ Time _____ am pm By: _____
416 (Signature of person presenting the offer)

417 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the
418 terms and conditions herein above stated. I/We acknowledge a receipt of a copy of this Agreement bearing
419 my/our signature(s) and that of the Buyer(s) named above.

420
421 Seller's Address: On File _____ City _____ ,
422 State _____ , Zip Code _____

423
424 Seller's Name Printed: _____

425
426 Dated this March 1, 2017 , at _____ am pm (Mountain Time).

427
428 _____
429 _____
430 (Seller's Signature) (Seller's Signature)

431
432 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**
433
434 I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s)
435 named above.

436
437 Rejected by Seller _____ / _____ / _____ Modified per Attached Counter _____ / _____ / _____
438 Seller's Initials Date Seller's Initials Date

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