

# RESIDENTIAL PURCHASE CONTRACT



(THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DO NOT UNDERSTAND THIS FORM, SEEK LEGAL ADVICE)

## 1. PARTIES TO THE CONTRACT – AGENCY CONFIRMATION

Buyer and Seller acknowledge that the agent \_\_\_\_\_ IS; \_\_\_\_\_ IS NOT the limited agent of both parties to this transaction.

INITIALS: Buyer \_\_\_\_\_ / \_\_\_\_\_ Seller \_\_\_\_\_ / \_\_\_\_\_

Buyer's Legal Name (PRINT) \_\_\_\_\_

Seller's Legal Name (PRINT) \_\_\_\_\_

Property legally described as: \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Parcel ID# \_\_\_\_\_

Also known as \_\_\_\_\_

## 2. PROPERTY SALE CONTINGENCY

This offer IS contingent upon the Acceptance of a Purchase Contract and/or Close of any property.

Yes \_\_\_\_\_ | No \_\_\_\_\_

(If Yes, see attached Property Sale Contingency Addendum which is incorporated into this contract)

## 3. EARNEST MONEY DEPOSIT

Earnest Money in the amount of (\$ \_\_\_\_\_ ) \_\_\_\_\_ DOLLARS \_\_\_\_\_ Cash; \_\_\_\_\_ Check. Unless otherwise noted

herein, earnest money shall be deposited into a trust account of the:

\_\_\_\_\_ Listing Broker

\_\_\_\_\_ Buyer Broker

\_\_\_\_\_ Title Company (enter name of title company) \_\_\_\_\_

on the next legal banking day after acceptance of this offer. Other Earnest Money Provisions: \_\_\_\_\_

If an accepted offer and contract to purchase does not close, regardless of the circumstances, both Buyer and Seller must agree in writing prior to release of earnest money or pursuant to court order in accordance with SDCL 36-21A-81.

## 4. PURCHASE PRICE.

The total purchase price is to be (\$ \_\_\_\_\_ ) \_\_\_\_\_ DOLLARS.

After earnest money herein is credited, the remaining balance is to be paid at closing.

## 5. CLOSING/POSSESSION.

Closing date shall be on \_\_\_\_\_, or before by mutual agreement with possession to be given at time of closing unless otherwise agreed between the Parties. Seller agrees to maintain the property in a condition comparable to its present condition and agrees that Buyer shall have the opportunity for a personal inspection before closing. Buyer shall have all utilities transferred into their name on or before the day of closing. Seller agrees to maintain all existing insurance coverage on property until time of closing.

Closing/Settlement Fee and/or Title Services Fee shall be paid as follows: Buyer \_\_\_\_\_ % Seller \_\_\_\_\_ %

## 6. TITLE.

Seller will furnish good and sufficient marketable title free of all encumbrances, unless otherwise agreed herein. Seller agrees to execute and deliver a good and sufficient deed, and pay for all applicable State Transfer Tax required for transfer, subject to conditions, zoning, covenants, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. Lender's Title Insurance will be based on the loan amount and/or Owner's Title Insurance policy will be based on the purchase price and will be paid as

follows: Buyer \_\_\_\_\_ % Seller \_\_\_\_\_ %

Property Address: \_\_\_\_\_

**7. FINANCING.**

- \_\_\_\_\_ This offer is contingent upon Buyer obtaining a:  
\_\_\_\_\_ VA; \_\_\_\_\_ FHA; \_\_\_\_\_ SDHDA; \_\_\_\_\_ Conventional; \_\_\_\_\_ or \_\_\_\_\_ type of loan.  
A letter of Buyer's loan status is attached or will be delivered by \_\_\_\_\_ (date), or  
this contract at the option of Seller with written notice to Buyer may be voided.  
Upon acceptance of this Contract, Buyer will make application for and diligently and in good faith endeavor to  
secure a loan, pay all application fees, and to sign all financing documents without delay. Buyer reserves the  
right to obtain alternative financing as long as there are no increased costs to Seller. *(If a VA/FHA loan see  
attached FHA Amendatory Clause Form)*
- \_\_\_\_\_ Cash. This is a cash offer. A letter of verification regarding the availability of funds \_\_\_\_\_ is attached; \_\_\_\_\_ will be  
delivered by \_\_\_\_\_ (date) or this contract, at the option of Seller with written notice to Buyer may  
be voided.
- \_\_\_\_\_ Assumption (See Addendum)
- \_\_\_\_\_ Contract for Deed (See Addendum)

**8. APPRAISAL.**

This offer \_\_\_\_\_ IS; \_\_\_\_\_ IS NOT subject to the property appraising for at least the purchase price. If the appraisal  
reveals repairs, which must be made, Buyer and Seller will negotiate which party will complete those repairs. If the  
appraisal is less than the agreed purchase price, Buyer and Seller may renegotiate the purchase price.

**9. SURVEY.**

Buyer acknowledges that it has been recommended that a land survey and a flood certification be obtained on the  
property. Confirmation of boundaries will be determined by a \_\_\_\_\_ mortgage inspection survey; \_\_\_\_\_ staked survey; or  
\_\_\_\_\_ Buyer waives land survey. Land survey to be paid for as follows: Buyer \_\_\_\_\_ Seller \_\_\_\_\_.

**10. TAXES.**

The Seller agrees to pay all real estate taxes of record due and payable the year of closing. Real estate taxes  
assessed this year and due and payable next year shall be prorated to date of closing; the amount to be computed on  
the basis of taxes due and payable the year of closing. New construction tax proration shall be based on taxable value  
at the time of closing.

**11. OWNER OCCUPIED TAX REDUCTION STATUS.**

Seller affirms that the property currently \_\_\_\_\_ DOES QUALIFY; \_\_\_\_\_ DOES NOT QUALIFY for the owner-occupied tax  
reduction. If property does qualify and receive the tax reduction status, Seller agrees to wait to apply for another owner  
occupied status until after the next November 1 following closing.

**12. ASSESSMENTS.**

Any assessment levied against this property public or private, for improvements completed, or required but not yet  
completed by date of closing, and not entered into the books of the local assessing authority, will be paid by the Seller  
unless otherwise specified in this contract.

**13. PRORATIONS.**

Homeowners' association fees and rents are to be prorated to \_\_\_\_\_ (date). Not applicable \_\_\_\_\_  
Any fuel or propane remaining on the property \_\_\_\_\_ will; \_\_\_\_\_ will not be prorated at closing. Not applicable \_\_\_\_\_

**14. SELLER'S PROPERTY DISCLOSURE STATEMENT.**

Buyer acknowledges reading and receiving the Seller's Property Condition Disclosure Statement as required by South  
Dakota Codified Law 43-4-38 through 43-4-43 prior to signing this contract, unless exempt.

Buyer's Initials:	Yes _____ / _____   No _____ / _____   Does Not Apply _____ / _____
	Reason: _____

**15. LEAD-BASED PAINT DISCLOSURE.**

Buyer acknowledges having received the pamphlet "Protect Your Family from Lead in Your Home" and has the opportunity for an inspection according to the Residential Lead Base Hazard Reduction Act of 1992. This applies only to properties built prior to 1978. See attached addendum if applicable.

<b>Buyer's Initials:</b>	Yes _____ / _____   No _____ / _____   Does Not Apply _____ / _____
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**16. INSPECTIONS.**

Buyer acknowledges that it has been recommended that he/she engage, at his/her expense, the services of licensed inspector(s) or a certified professional to inspect the property

<b>Buyer's Acknowledgement:</b>	_____ / _____
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Buyer and Seller understand the purpose of a property inspection is to inform and educate Buyer of conditions, as of the date of inspection(s) and is not designed to be a point of renegotiation of the purchase price.

This offer \_\_\_\_ IS, \_\_\_\_ IS NOT contingent upon buyer, at buyer's expense, obtaining a property inspection and report which may include, but not be limited to the physical, structural, mechanical, pest, geological, and environmental contamination conditions relating to a property.

Should the results of any professional inspections performed by a licensed or certified inspector not be satisfactory, buyer shall provide to seller or seller's agent, pages from the actual inspection report and addendum detailing any unsatisfactory conditions by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ AM / \_\_\_\_\_ PM at which time both parties will attempt to negotiate a resolution. If buyer fails to specifically approve or disapprove any inspections within the time specified, the buyer shall be deemed to have approved and accepted the property in its present condition.

Deadline to complete negotiation, if any, following inspection(s): (date) \_\_\_\_\_ at (time) \_\_\_\_\_ AM / \_\_\_\_\_ PM. At any point prior to the negotiation settlement deadline, the buyer may choose to waive their inspection contingencies in writing. If no written agreement can be reached on this matter between buyer and seller, this contract shall be deemed null and void in its entirety.

**17. HOME PROTECTION PLANS.**

Buyer and Seller have been informed that home protection plans are available.

Buyer / Seller elect \_\_\_\_\_ to purchase; \_\_\_\_\_ to waive a home protection plan and the cost of the plan, plus appropriate sales tax, to be paid for as follows \_\_\_\_\_ with a cost not to exceed \$ \_\_\_\_\_. The plan with the following options \_\_\_\_\_ will be issued by \_\_\_\_\_ (company) and ordered by \_\_\_\_\_, who may receive a fee on the sale of a home protection plan.

**18. AGREEMENT TO MEDIATE**

Initial to acknowledge receipt of the Dispute Resolution System Mediation pamphlet.

<b>INITIALS:</b>	Buyer _____ / _____	Seller _____ / _____
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Any dispute or claim arising out of or relating to this contract, within one year of the closing date, shall be submitted to mediation in accordance with the rules and procedures of the Dispute Resolution System. \_\_\_\_ Yes; \_\_\_\_ No. Any costs of mediation will be shared equally between Buyer(s) and Seller(s).

<b>INITIALS:</b>	Buyer _____ / _____	Seller _____ / _____
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**19. OTHER PROVISIONS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Address: \_\_\_\_\_

**20. ADDENDA TO THIS CONTRACT.**

The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state. \_\_\_\_\_

**21. INFORMATION DISCLOSURE.**

The laws of South Dakota govern this transaction. The sale price and terms may be disclosed to the REALTOR® Association of the Sioux Empire who may use it in the ordinary course of their business. Property information is not guaranteed. A representation of the square footage is only an approximation of the number of square feet the property contains.

**22. ENTIRE AGREEMENT.**

This constitutes an offer to purchase the described property. This Purchase Contract, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire contract between Buyer and Seller, and supersedes any other written or oral agreements between Buyer and Seller. This Purchase Contract can be modified only in writing signed by the Buyer and Seller. Buyer hereby acknowledges a receipt of a copy of this contract.

**23. TIME IS OF THE ESSENCE OF THIS CONTRACT.**

Dated \_\_\_\_\_ at (time) \_\_\_\_\_ AM / PM

Contract is void if not accepted/countered by Seller by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ AM / PM

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

On this date \_\_\_\_\_ at \_\_\_\_\_ AM / PM the forgoing offer is:

Seller's Initial  
Indicate:

ACCEPTED \_\_\_\_\_ / \_\_\_\_\_ REJECTED \_\_\_\_\_ / \_\_\_\_\_ COUNTERED \_\_\_\_\_ / \_\_\_\_\_

*(It is recommended any revision or change to this contract must be written on a Counter Offer form or Addendum.)*

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

**Agent Information**

(The following is for informational purposes only)

Buyer's Agent: \_\_\_\_\_

Seller's Agent: \_\_\_\_\_

Buyer Agent's Company: \_\_\_\_\_

Seller Agent's Company: \_\_\_\_\_

Buyer Agent's Phone Number: \_\_\_\_\_

Seller Agent's Phone Number: \_\_\_\_\_

Buyer Agent's Email: \_\_\_\_\_

Seller Agent's Email: \_\_\_\_\_