

PURCHASE AGREEMENT



DATE: \_\_\_\_\_

This is an approved uniform DMAAR Purchase Agreement Form

MLS Number: \_\_\_\_\_

Agency Agreement: In this offer to purchase it is clearly understood and agreed by the parties hereto, that the Selling Agent(s) exclusively represents the BUYER(S) in this transaction. The Listing Agent(s) exclusively represents the SELLER(S) in this transaction. If the same Agent represents both BUYER(S) and SELLER(S) a detailed explanation of Consensual Dual Agency must accompany this agreement. Further, the BUYER(S) and SELLER(S) acknowledge that prior to signing this agreement that their respective Listing or Selling Agent made a written disclosure of the type of representation being provided.

TO: \_\_\_\_\_ SELLER(S)

The undersigned \_\_\_\_\_ BUYER(S) hereby offer to buy the real property situated in \_\_\_\_\_ (county) \_\_\_\_\_ (city), Iowa, Locally known as \_\_\_\_\_ and legally described as: \_\_\_\_\_ subject to and together

with any reasonable easement, zoning restrictions, restrictive covenants, and mineral reservations of record, if any, and agree as follows:

The undersigned BUYER(S) hereby offers the following terms for the purchase of the property:

PURCHASE PRICE:

The purchase price shall be \$ \_\_\_\_\_ and the method of the payment as follows: \$ \_\_\_\_\_ with this offer; and \$ \_\_\_\_\_ upon acceptance of this offer (and unless otherwise agreed in writing) both amounts to be held in Trust by \_\_\_\_\_ and shall be paid within five (5) banking days of the acceptance of this offer.

The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (G):

[ ] A. NEW MORTGAGE: This Agreement is contingent upon the BUYER(S) obtaining full loan approval in writing for a new mortgage. Mortgage type shall be \_\_\_\_\_ for not more than \_\_\_\_\_ % of the purchase price with note interest at \_\_\_\_\_ % or less with a term no less than \_\_\_\_\_ years.

[ ] BUYER(S) agree to pay all customary loan costs.

[ ] SELLER(S) to pay Buyer's actual closing and loan costs (including origination fees and discount points) and prepaid expenses not to exceed \$ \_\_\_\_\_.

BUYER(S) agree upon acceptance of this offer to immediately make application with a lender for such mortgage as provided above and to make their best good faith effort to obtain said mortgage. Buyers to provide to SELLER(S) a written preliminary approval within \_\_\_\_\_ days from acceptance of purchase agreement. This preliminary approval from the lender must evidence Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on preliminary approval letters. Preliminary approval to be followed by a written final loan commitment, with ALL lender contingencies met, on or before \_\_\_\_\_ days prior to closing. If BUYER(S) does not make delivery of final loan commitment, as stated, SELLER(S) may rescind this agreement by giving written notice at any time thereafter to the BUYER(S) stating that if the required documentation has not been obtained within five (5) days of receipt of such notice then this Agreement shall be null and void. If SELLER(S) do not choose to give such written notice, then this Agreement shall remain valid until the BUYER(S) have obtained a final loan commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYER(S) shall pay the balance of purchase price, in cash at the time of closing with adjustment for closing costs to be added to or deducted from this amount.

[ ] B. ASSUMPTION OR CONTRACT FOR DEED: See attached Financing Addendum

[ ] C. CASH: BUYER(S) will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be either added or deducted from this amount. This Contract is not contingent upon BUYER(S) obtaining such funds in order to close. Seller has the right to receive verification of funds within five (5) days of acceptance.

[ ] D. APPRAISAL: This agreement is contingent upon the property appraising at or above the purchase price. Appraisal to be completed no later than 10 days prior to closing. Obtaining an appraisal is BUYER(S)/Mortgage Lender responsibility.

[ ] E. SUBJECT TO CLOSING: This offer is contingent upon BUYER(S) closing and obtaining the proceeds from the sale of their home located at \_\_\_\_\_ scheduled to close on or before \_\_\_\_\_.

[ ] F. SUBJECT TO SALE: This offer is contingent on the sale of BUYER(S) property. See attached Subject to Sale Addendum.

[ ] G. OTHER FINANCING TERMS: \_\_\_\_\_

MARKETING: Unless otherwise provided for in this Purchase Agreement, Seller acknowledges and agrees that the Property will be off the market while this Purchase Agreement is in effect.

CLOSING and POSSESSION: Closing shall be on or about (date) \_\_\_\_\_ unless changed by an amendment to this Purchase Agreement. Possession to be given [ ] at time of closing, or [ ] on (date) \_\_\_\_\_ (time) \_\_\_\_\_ [ ] AM [ ] PM or by mutual agreement. If for any reason the closing is delayed, the BUYER(S) and SELLER(S) may make a separate agreement with adjustments as to the date of possession in the form of an amendment or interim occupancy agreement. This transaction shall be considered closed upon the delivery for recording of all documents required to convey marketable title to the BUYER(S) and receipt of all funds by the settlement agent.

[ ] HOMEOWNERS ASSOCIATION/COVENANTS: This Purchase Agreement is for a Townhome, Condominium, or other property subject to a Homeowners Association. Association fees, if any, shall also be paid current by the SELLER(S) to date of closing. See HOA Addendum.

**DUTIES OF THE PARTIES:**

**A.** The Brokers, their Agents, employees and associates make no representations or warranties as to the physical condition of the property, its size, future value or income potential.

**B.** SELLER(S) and BUYER(S) acknowledge that the SELLER(S) of real property has a legal duty to disclose Material Defects of which the SELLER(S) has actual knowledge and which a reasonable inspection by the BUYER(S) would not reveal.

**CONDITION OF PROPERTY:** Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER(S) will provide the BUYER(S) with copies of any records or prior test results pertaining to lead-based paint findings. Any Sellers' Disclosure of Property Condition form required by Chapter 558A of the Code of Iowa is incorporated herein as if fully and completely set forth in this paragraph.

The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER(S) in its present condition until possession, ordinary wear and tear excepted.

The BUYER(S) may choose one of the following alternatives relative to the condition and the quality of the property.

**1.** On or before  \_\_\_\_\_ (Date), **OR**  \_\_\_\_\_ (Days) after final acceptance, BUYER(S) may, at their sole expense, have the property inspected by the person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, lead based paint, other material deficiencies, health, safety, environmental or other hazards (this is not to be construed as an inspection to bring an older home into compliance with current building codes). Within this inspection period, BUYER(S) must notify in writing, SELLER(S), as shown herein, of any deficiency or hazards. The SELLER(S) shall notify the BUYER(S) within three days, in writing, of what steps, if any, SELLER(S) will take to correct deficiencies or hazards before closing. The BUYER(S) shall, within two days, in writing, notify the SELLER(S) that (1) such steps are acceptable, in which case this agreement, as modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to BUYER(S).

**2.** BUYER(S) acknowledge that they have made a satisfactory examination of the property and are purchasing the property in its existing condition and waive their right to an inspection.

If BUYER(S) does/do not secure inspection(s) or provide notice for remedies within the inspection period(s), then BUYER(S) shall be deemed satisfied with condition of the property and the inspection contingency will be considered waived.

**C. NEW CONSTRUCTION:** if the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within \_\_\_\_\_ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Brokers and their agents make no warranties as to the quality of construction or materials. Other than the express warranties specifically made by suppliers of materials and/or specifically tendered by the contractor, there are no implied or express warranties with regard to such construction.

**FINAL INSPECTION:** The BUYER(S) shall be permitted to make inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property, ordinary wear and tear excepted.

**INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM:** Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. The septic system shall be inspected and approved for real estate transfer by a licensed DNR inspector as required by Iowa Code. See Addendum.

**WOOD DESTROYING PEST INSPECTION:** If the subject property is at least one and not more than four family residential dwelling, SELLER(S), at their expense, shall have the property inspected for termites or other wood destroying pests by a licensed Termite or Pest Inspector prior to closing. If active, termite or pest infestation or damage due to prior infestation is discovered, SELLER(S), shall have the option of either having property treated by a licensed pest exterminator and having any damage repaired to the BUYER(S) satisfaction, or declaring this Agreement void. This provision shall not apply to fences, trees or shrubs. Provided, however, BUYER(S) may accept the property in its existing condition without such treatments or repairs.

**HOME WARRANTY:** A home warranty shall be included with this sale:  Yes  No. Warranty to be paid for by  SELLER(S)  BUYER(S). Warranty Provider \_\_\_\_\_ Plan \_\_\_\_\_ Cost \$ \_\_\_\_\_ Deductible \$ \_\_\_\_\_

**SPECIAL ASSESSMENTS:** SELLER(S) shall pay in full all Special Assessments that are a lien on the property 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(S) without further signatures of the BUYER(S). 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(S).

**PROPERTY TAXES:** SELLER(S) shall pay all real estate taxes related to the property that are liens for prior years and all those that are due and payable in the fiscal year of closing. All real estate taxes for the property for the fiscal year in which closing occurs, due and payable in the following fiscal year, shall be prorated to the date of closing, with such proration based upon the applicable assessed value(s), rollback(s), exemption(s) and levy of record at the time of closing. SELLER(S) shall pay any real estate taxes due and payable on or before the date of closing, with BUYER(S) receiving credit at closing for any remaining unpaid real estate taxes for which SELLER(S) is responsible under this section. If this agreement is for a contract purchase, see addendum.

**RENTAL PROPERTY:** This agreement is for a rental property.  Yes If yes, see addendum.

**INSURANCE:** SELLER(S) shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLER(S) agrees to maintain existing Homeowners insurance and BUYER(S) may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Contract shall be null and void, unless otherwise agreed to by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its previous condition on or before the closing date, provided, however, the BUYER(S) has the right to complete the closing and receive the insurance proceeds regardless of the extent of the damage.

125 **ABSTRACT AND TITLE:** SELLER(S) shall promptly provide an abstract of title continued to and including the date of acceptance of this  
126 Agreement. Such abstract shall be delivered to an attorney for a title opinion for the BUYER(S), such attorney to be selected by the  
127 BUYER(S) or their lender. As an option and with Buyer's approval, SELLER(S) may give evidence of title by the purchase of an owner's title  
128 insurance policy for BUYER(S) or lender may purchase, or require BUYER(S) to purchase, a title insurance policy to protect the lender's  
129 interest in the property. The SELLER(S) agrees to make every reasonable effort to promptly perfect the title in accordance with such  
130 opinions so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the land title laws of the  
131 State of Iowa or the title policy. If closing is delayed due to SELLER(S) inability to provide marketable title, this Agreement shall continue  
132 in force and effect until either party rescinds the Agreement after giving seven (7) days written notice to the other party and the Brokers.  
133 The SELLER(S) shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title.

134 **JOINT TENANCY:** Upon full payment of the purchase price, SELLER(S) shall deliver to BUYER(S) a general warranty deed to this property. If  
135 Seller's title is held in joint tenancy, this agreement shall not sever such joint tenancy. If BUYER(S) are married, their interest hereunder  
136 shall be held in joint tenancy unless otherwise specifically indicated.

137 **REMEDIES OF THE PARTIES:** If the SELLER(S) fail to fulfill this Agreement, the BUYER(S) shall have the right to have all payments returned,  
138 and to proceed by any action at law or in equity, and the SELLER(S) agree to pay costs and reasonable attorney fees, and a receiver may  
139 be appointed. If the BUYER(S) fail to fulfill this Agreement, SELLER(S) may forfeit the same as provided in Chapter 656 of the Code of  
140 Iowa, and all payments made herein shall be forfeited, or the SELLER(S) may proceed by an action at law or in equity. The BUYER(S) agree  
141 to pay costs and reasonable attorney fees and any other expense incurred by the SELLER(S). In the event of a breach of this Purchase  
142 Agreement by either the SELLER(S) or BUYER(S) the listing broker shall be deemed an intended third party beneficiary of this Purchase  
143 Agreement and may maintain an action at law against the breaching party for the collection of the broker's commissions and all costs,  
144 including attorneys' fees, including an action for the collection of the broker's commission.

145 **SURVEY:** Buyers may have the property surveyed at their expense not to exceed (10) ten days after the final acceptance of this  
146 agreement. If the survey, certified by a registered land surveyor, shows any encroachment on said property or if any improvements  
147 located on subject property encroach on the land of others, such encroachments shall be treated as a title defect.

148 **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval  
149 unless declared unnecessary by BUYER(S) attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and  
150 conveyance shall be made by Court Officers Deed.

151 **FUNDS:** It is agreed that at time of closing, funds of the purchase price, received from BUYER(S) and/or BUYER(S) lender, may be used to  
152 apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the Brokers and subject to approval of  
153 BUYER(S) attorney on title questions needed to produce marketable title.

154 **DISPUTE RESOLUTION:** If initialed, BUYER(S) and SELLER(S) agree that in the event of a dispute or claim arising out of or relating to this  
155 Agreement, the dispute or claim shall, before exercising any other legal remedies, be submitted to mediation in accordance with the  
156 Rules and Procedures of the Des Moines Area Association of REALTORS® Home seller/Homebuyer Dispute Resolution System.  
157 (Initialing or not Initialing does not constitute a counter offer.)

158 BUYER(S) Initials \_\_\_\_\_ SELLER(S) Initials \_\_\_\_\_

159 **INCLUDED PROPERTY (if any):** All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except  
160 rental items, which have been disclosed in writing), whether attached or detached including but not limited to: light fixtures and bulbs,  
161 bathroom mirrors, shelving, all window treatments, screens, television and audio attachment brackets, alarm devices, cable/fencing,  
162 garage door opener and control(s), radio and/or attached TV receiving equipment, smart home devices such as smart thermostats, video  
163 doorbells, etc., outdoor in-ground plants, water softeners, sump pumps, attached or fitted floor coverings, installed security systems,  
164 central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace  
165 screen, fire grate and attached equipment.

166 **OTHER INCLUDED ITEMS:** \_\_\_\_\_

167 \_\_\_\_\_

168 **EXCLUDED PROPERTY:** \_\_\_\_\_

169 \_\_\_\_\_

170 Any personal property not included in the sale of the property must be removed at the expense of the SELLER(S) prior to possession.

171 **NOTICE:** Any notice required under this Contract shall be deemed given when it is received in writing either by hand delivery, fax, return  
172 receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this Contract shall be the  
173 SELLER(S) and BUYER(S) or their respective agents.

174 **ADDITIONAL PROVISIONS:** \_\_\_\_\_

175 \_\_\_\_\_

176 \_\_\_\_\_

177 **DOCUMENT PREPARATION:** The BUYER(S) request that (Co.) \_\_\_\_\_ or any of  
178 its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa law or by the Iowa Supreme  
179 Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction.

180 **GENERAL PROVISIONS:** In the performance of each part of this Contract, time shall be of the essence. This Contract shall be binding on  
181 and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. The Purchase  
182 Agreement, its representations, warranties and covenants shall survive the closing of the transaction described herein and the delivery  
183 and recording of all documents necessary to transfer title or an interest in the property described herein to the BUYER(S).

184 **IN THE USE OF THIS DOCUMENT THE FOLLOWING DESCRIPTIONS AND DEFINITIONS SHALL APPLY.**

185 **CALCULATING TIME PERIODS (Days)** All references to days shall be construed as business days unless otherwise noted. A business day is  
186 defined as any day other than weekends or legal holiday. A day shall begin at 12:00AM and end at 11:59PM. In computing any time  
187 period prescribed or allowed herein, the day of the act or event from which time period runs is not included and the last day of the time  
188 period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.

189 **ACKNOWLEDGEMENT:** The signing of this Contract creates important rights and liabilities on the part of both the SELLER(S) and the  
 190 BUYER(S). This Purchase Agreement is made of my own free will and shall be good and binding upon the undersigned if accepted below.  
 191 **If you have concerns regarding your rights and liabilities, you are encouraged to seek competent legal advice.**  
 192

193 **ACCEPTANCE:** When accepted, this Agreement shall become a binding contract. If this offer is not accepted on or before  
 194 (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM PM, it shall become null and void and all payments shall be repaid  
 195 to BUYER(S) without liability on the part of any broker to either party. If accepted by SELLER(S) on a later date and such acceptance is  
 196 ratified in written or other form by BUYER(S), then this Agreement shall be valid and binding.  
 197  
 198

199  **SELLER'S COUNTER-OFFER:** The undersigned SELLER(S) of the above property accepts the above offer, however, counters certain terms  
 200 and conditions on this offer as per attached Counter Offer: **BUYER(S) Initials** \_\_\_\_\_ **SELLER(S) Initials** \_\_\_\_\_  
 201  
 202

203  
 204 **SELLER(S) ACCEPTANCE:** The undersigned SELLER(S) of the above property accepts the above offer and agrees to sell this property  
 205 according to the terms offered.  
 206  **SEE ATTACHED ADDENDUM(S)** **BUYER(S) Initials** \_\_\_\_\_ **SELLER(S) Initials** \_\_\_\_\_  
 207  

BUYER'S Signature	Date	SELLER'S Signature	Date
BUYER'S Legal Name, (Printed)		SELLER'S Legal Name, (Printed)	
BUYER'S Signature	Date	SELLER'S Signature	Date
BUYER'S Legal Name, (Printed)		SELLER'S Legal Name, (Printed)	
Name of Selling Company (Printed)		Name of Listing Company (Printed)	
Name of Selling Agent (Printed)		Name of Listing Agent (Printed)	

 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229

230  **SELLER'S REJECTION:** The undersigned SELLER(S) of the above property rejects this BUYER'S written offer to purchase the above  
 231 stated property: **SELLER(S) Initials** \_\_\_\_\_ **(date)** \_\_\_\_\_ **(time)** \_\_\_\_\_ AM PM  
 232

**This form is copyrighted and for use by DMAAR membership only. This document must display the DMAAR Logo.  
 © 2019 Des Moines Area Association of REALTORS**