

NEW CONSTRUCTION PURCHASE AGREEMENT

For use in North Dakota only

This form approved by the Fargo-Moorhead Area Association of REALTORS® which disclaims any liability arising out of the use or misuse of this form.

1 Date: _____ MLS#: _____ Page 1 of _____ (including addenda)

2 This agreement made and entered into by and between _____, Seller,
3 also known as "Builder", and _____, also known as "Buyer".

4 **TERMS AND CONDITIONS:** Subject to terms and conditions of this Agreement, Builder agrees to sell and convey to Buyer,
5 and Buyer agrees to purchase the property at: Street Address _____

6 City _____ County _____ State _____ Legally described as _____

7 _____ . The price shall be
8 _____ Dollars (\$ _____)

9 for the real property as improved by construction and the personal property, if any, chosen by Buyer and provided by Builder. Buyer
10 agrees to pay \$ _____ Earnest Money by check cash note upon acceptance of this Purchase Agreement
11 by all parties to be deposited in a trust account of _____ (Broker), or to be released
12 to Builder. Additional Earnest Money of \$ _____, to be deposited and/or released as follows:
13 _____

14 All Earnest Money is part payment for the purchase of property described above. All Earnest Money released to Builder is non-
15 refundable, except as noted above. Buyer agrees to pay in cash finance remaining balance. Financing, if any, will be:
16 Conventional FHA VA Contract for Deed other in accordance with accompanying addendum.
17 Construction financing shall be the responsibility of the Builder Buyer. If construction financing is the responsibility of
18 the Buyer, progress payments shall be made by the Buyer to the Builder for work completed as follows:
19 _____

20 This Purchase Agreement is (see attached addendum) is not subject to a Contingency Addendum for the sale of the Buyer's
21 property. The closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.

22 **COMPLETION, CLOSING, POSSESSION:** The new home will be constructed and ready for occupancy on _____
23 which shall be the date of closing, subject to delays in the progress of construction due to strikes, lockouts, fire, unusual delay in
24 transportation, unavoidable casualties, inclement weather or any cause beyond Builder's control in the completion of the new
25 home. Builder shall deliver possession of the property immediately following closing unless otherwise specified. If for any other
26 reason closing is delayed by Buyer or Builder, either party shall have the option of assessing costs as follows:
27 _____

28 **Builder agrees to remove all debris and all personal property not included herein from the property by possession date.**

29 **FINAL INSPECTIONS:** The Builder will obtain a Certificate of Occupancy prior to closing. The Buyer has a right to walk through the
30 property prior to closing with the Builder or Builder's representative and to hire, at Buyer's expense, an independent inspector. Buyer
31 elects (see addendum) declines to have a property inspection performed at Buyer's expense. The Buyer agrees to pay for
32 final inspection(s) as required by the Lender or Appraiser. Any additional inspections necessary because of delays by the Builder will be paid
33 for by the Builder. Additional inspections required due to changes requested by the Buyer will be paid for by the Buyer.

34 **LABOR AND MATERIALS:** Builder agrees to furnish labor and materials for the construction of a home in substantial
35 conformance with plans and specifications furnished by Builder Buyer Other _____,
36 a copy of which is attached or is to be approved in writing by the Buyer prior to the start of construction. If plans are provided by
37 Buyer, Buyer will indemnify, defend and hold harmless Brokers/Agents from any claims or liability relating to any alleged
38 copyright infringements or violations of intellectual property rights related to the plans. This includes attorney's fees and costs.

39 **CHANGES IN SPECIFICATIONS:** Any significant changes in the plans and specifications must be approved in writing by both
40 parties, citing by change order any increase or decrease in the purchase price caused by such change. Unless otherwise agreed in
41 writing, any such increase or decrease shall be reflected as an adjustment in cash at execution of the change order closing.

42 **INITIAL: BUYER** _____ **DATE** _____ **BUILDER** _____ **DATE** _____

FMAAR: BUYER NCPA-1 (Rev 8/17)

43 ADDRESS: _____ Page 2

44 COVENANTS, CONDITIONS, RESTRICTIONS: Builder has has not delivered copies of all covenants, conditions, and
45 restrictions pertaining to the property. If "has", Buyer acknowledges receipt and acceptance of said documents. If "has not", offer is
46 contingent upon Buyer's receipt and acceptance of said documents.

47 REAL ESTATE TAXES (general, drain, and maintenance fees): Based upon gross discounted estimated taxes for the
48 year 20_____ from the Assessor to be paid as follows: At closing, Builder to pay prorated to the day of _____
49 all none of the real estate taxes based on the year specified above. In the event the closing date is changed, the real estate taxes paid, if
50 prorated to closing, shall be adjusted to the new closing date.

51 SPECIAL ASSESSMENTS SHALL BE PAID AS FOLLOWS:
52 ANNUAL INSTALLMENTS: There are none. Buyer shall assume Builder shall pay on the date of closing
53 Buyer and Builder shall prorate as of _____, all installments of special assessments due
54 and payable for the year of closing.
55 UNCERTIFIED (balance unpaid + interest): There are none. Buyer shall assume approximately \$ _____,
56 as of the date of contract. Builder shall pay the uncertified special assessments on the date of closing in the amount of
57 \$ _____ plus interest.
58 WORK IN PROGRESS/PENDING/PROPOSED: There are none. Buyer shall assume approximately \$ _____.
59 Builder shall pay on the date of closing special assessments in progress, pending and/or proposed as of the date of contract
60 up to \$ _____.

61 TAX AND SPECIAL ASSESSMENTS NOTICE: As of the date of this Purchase Agreement, Builder has has not received a
62 notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the
63 property. Buyer is aware there may be new public improvement projects, the costs of which may be assessed against the property. Builder
64 agrees to immediately notify Buyer of any such notice received between the date of this Agreement and the date of closing. Builder and
65 Buyer may then agree in writing, on or before the date of closing, to the payment terms of the notified assessments. In the absence of such an
66 agreement, parties will agree to immediately sign a Cancellation of Purchase Agreement directing all earnest money paid hereunder to be
67 refunded to Buyer. Following closing, Buyer shall pay all real estate taxes and any unpaid special assessments payable therewith and
68 thereafter, for which payment is not otherwise provided. It is understood future general taxes and special assessments are only estimates.
69 Buyer is aware that there may be a tax abatement on this property which may affect the tax proration.
70 No representations have been made concerning the amount of subsequent real estate taxes or special assessments.

71 OTHER FEES (e.g. mailbox fees) shall be paid as follows: _____.

72 PRO-RATA ADJUSTMENTS: Homeowner association dues, rents, and all charges for water, sewer, electricity, propane,
73 oil and natural gas shall be prorated between the parties as of _____.

74 Seller warrants the property is directly connected to: city sewer city water rural water well none.
75 SUBSURFACE SEWAGE TREATMENT SYSTEM: Seller does does not know of a subsurface sewage treatment
76 system on or serving the property. (If does, see Subsurface Sewage Treatment System Disclosure Statement.)
77 Buyer Seller agrees to provide, if required by this Purchase Agreement, governing authority, and/or lender, a licensed
78 inspector's subsurface sewage treatment system report or notice indicating if the system complies with applicable regulations. A
79 valid certificate of compliance for the system may satisfy this obligation. Seller is not obligated to upgrade, repair or replace the
80 subsurface sewage treatment system unless otherwise agreed to in this Purchase Agreement.
81 PRIVATE WELL: Seller does does not know of a well on or serving the property. (If does, and well is located on the
82 property, see Well Disclosure Statement.)
83 Buyer Seller agrees to provide a water quality test if required by this Purchase Agreement, governing authority, and/or lender.
84 This Purchase Agreement is (attach) is not subject to a Subsurface Sewage Treatment System and Well Inspection
85 Contingency Addendum.

86 INITIAL: BUYER _____ DATE _____ BUILDER _____ DATE _____

88 DEED/MARKETABLE TITLE: Upon performance by Buyer, Builder shall deliver a Warranty deed other deed
89 joined in by spouse, if any, conveying marketable title, subject to: (a) building and zoning laws, ordinances, state and federal
90 regulations; (b) restrictions relating to use or improvement of the property; (c) reservation of any mineral rights by the state; (d)
91 utility and drainage easements which do not interfere with existing improvements; (e) other _____.

92 NOTICE OF AGENCY REPRESENTATION: This notice does not satisfy statutory Agency Disclosure requirements.

93 _____ is Buyer's Agent Seller's Agent Dual Agent Non-Agent
94 Selling Licensee -----check one-----

95 _____
96 Selling Brokerage

97 _____ is Seller's Agent Buyer's Agent Dual Agent Non-Agent
98 Listing Licensee -----check one-----

99 _____
100 Listing Brokerage

101 DUAL AGENCY REPRESENTATION:

102 Dual Agency representation does not apply in this transaction. Cross out Lines 100-117.

103 Dual Agency representation does apply in this transaction.

104 Broker represents both Seller and Buyer of the property involved in this transaction, which creates dual agency. This means that
105 Broker and its salespersons owe fiduciary duties to both Seller and Buyer. Because the parties may have conflicting interests,
106 Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a Dual Agent in this
107 transaction without the consent of both Seller and Buyer.

108 Seller and Buyer acknowledge that:

- 109 (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain
110 confidential unless Seller or Buyer instructs Broker in writing to disclose this information. Other information will be
111 shared;
- 112 (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- 113 (3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the
114 sale.

115 With the knowledge and understanding of the explanation above, Seller and Buyer authorize and instruct Broker and its
116 salespersons to act as dual agents in this transaction.

117 _____ Date _____
118 Buyer Seller

119 _____ Date _____
120 Buyer Seller

121 APPOINTED AGENCY: Appointed Agency does does not apply. If Broker has adopted appointed agency policy, dual
122 agency may not apply. However, an appointed agent who singularly represents both Seller and Buyer in the same transaction is
123 considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from both parties to act.
124 Lines 100-117 would apply if dual agency exists.

125 BUILDER WARRANTIES:

- 126 (a) buildings are, or will be, constructed entirely within the boundary lines of the property;
- 127 (b) there is a right of access to the property from a public right of way;
- 128 (c) Builder has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for a
129 condition that remains uncorrected;
- 130 (d) prior to closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished
131 within the 90 days immediately preceding the closing in connection with construction, alteration, or repair of any structure
132 on, or improvement to, the property;
- 133 (e) if property is subject to restrictive covenants, Builder has not received any notice from any person or authority as to a
134 breach of the covenants which remains uncorrected. Any notices received by Builder will be provided to Buyer immediately.

135 All warranties in Lines 123-131 shall survive the delivery of the deed or contract for deed.

136 INITIAL: BUYER _____ DATE _____ BUILDER _____ DATE _____

138 NOTICE AND OPPORTUNITY TO REPAIR: North Dakota law requires that Builder provide a “Notice and Opportunity to
139 Repair” to Buyer at the time of closing (N.D. Cent. Code § 43-07-26). This notice requires that Buyer must give Builder written
140 notice of any defect within six months of discovery to give Builder an opportunity to correct the defect if it is under warranty.

141 SOLE WARRANTY: Seller provides a limited warranty that the constructed improvements to the property will be free from
142 defects in workmanship and materials for a period of one (1) year from the date of closing.

143 LIENS: Liens filed within ninety (90) days of completion of work on the property maintain priority. Liens may be filed after that
144 90-day period.

145 TITLE AND EXAMINATION: Builder, at Builder’s expense, shall furnish an abstract of title, or a registered property abstract,
146 certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending
147 special assessments. If, after examination, Builder’s title is not insurable or free of defects and cannot be made so within sixty
148 days after notice containing a written statement of defects is delivered to Builder, then said earnest money shall be refunded to
149 Buyer, and Buyer and Builder agree to sign a Cancellation of Purchase Agreement. However, Buyer may waive defects and elect
150 to purchase. BUYER, AT HIS OR HER OPTION, AGREES TO ACCEPT AN OWNER’S TITLE POLICY IN THE FULL
151 AMOUNT OF THE PURCHASE PRICE IN LIEU OF AN ABSTRACT OF TITLE IF THE PROPERTY IS SUBJECT TO A
152 MASTER ABSTRACT OR IF NO ABSTRACT OF TITLE IS IN BUILDER’S POSSESSION OR CONTROL. If Buyer is to
153 receive such policy, Builder shall pay the entire premium for such policy if no lender’s policy is obtained, and only the additional
154 cost of obtaining a simultaneously issued owner’s policy if a lender’s policy is obtained. Buyer shall pay the premium for the
155 lender’s policy.

156 SUBDIVISION OF LAND: If this sale constitutes or requires a subdivision of land owned by Builder, Builder shall pay all
157 subdivision expenses and obtain all necessary governmental approvals. Builder warrants the legal description of the real property
158 to be conveyed has been or will be approved for recording as of the date of closing.

159 SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS: Builder reserves the right to select and supervise all
160 subcontractors performing work under this Agreement. All subcontractor billings and payments shall be handled by the Builder.
161 Buyer agrees not to interfere with or issue instructions to work forces, nor to contract for additional work with contractors or
162 subcontractors except with Builder’s written permission, if permission is granted.

163 INSURANCE: Builder agrees to carry public liability, builder’s risk, fire and extended coverage during construction. Buyer
164 agrees to obtain insurance coverage satisfactory to their lender upon closing.

165 RISK OF LOSS: If there is any loss or damage to the property between the date hereof and the date of closing for any reason,
166 including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Builder. If the property is destroyed or
167 substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer’s option and all
168 monies paid hereunder shall be refunded to Buyer. Buyer and Builder agree to sign a Cancellation of Purchase Agreement.

169 ENVIRONMENTAL CONCERNS: To the best of Builder’s knowledge, there are no hazardous substances or underground
170 storage tanks unless otherwise noted in Purchase Agreement. Builder gives Buyer the right to have the property tested for radon
171 gas, mold, or any other environmental concerns at Buyer’s expense. Environmental inspections will be specifically defined on a
172 separate addendum to this Purchase Agreement.

173 IMPORTANT HEALTH NOTICE: Some of the building materials used in this home (or these building materials) emit
174 formaldehyde. Eye, nose, and throat irritation, headache, nausea and a variety of asthma-like symptoms, including shortness of
175 breath, have been reported as a result of formaldehyde exposure. Elderly persons and young children, as well as anyone with a
176 history of asthma, allergies or lung problems, may be at a greater risk. Research is continuing on the possible long-term effects of
177 exposure to formaldehyde.

178 Reduced ventilation may allow formaldehyde and other contaminants to accumulate in the indoor air. High indoor temperatures
179 and humidity raise formaldehyde levels. When a home is to be located in areas subject to extreme summer temperatures, an air-
180 conditioning system can be used to control indoor temperature levels. Other means of controlled mechanical ventilation can be
181 used to reduce levels of formaldehyde and other indoor air contaminants. If you have any questions regarding the health effects of
182 formaldehyde, consult your doctor or local health department.

183 INITIAL: BUYER _____ DATE _____ BUILDER _____ DATE _____

185 **SELLER'S RADON DISCLOSURE STATEMENT FOR EXISTING NEW CONSTRUCTION**

186 *Radon Warning Statement: Homes in the area may have radon gas levels that exceed EPA standards. If you have concerns about*
187 *radon, you may want to consider having the property inspected before entering into a contract to purchase or making the*
188 *inspection a condition of your purchase. For additional information, visit the EPA website: www.epa.gov/radon*

189 Has the property been tested for radon? **Yes explain** **No**
190 Are you aware of any radon concentrations in the property? **Yes explain** **No**

191 *If yes, attach the most current records and reports pertaining to radon concentrations, mitigation or remediation. If a*
192 *mitigation system has been installed, include the system description and documents.*

193 **SELLER'S RADON DISCLOSURE STATEMENT FOR NEW CONSTRUCTION TO BE BUILT**

194 During the construction process there are various options to mitigate the risk of exposure to radon gas from entering the home.
195 Radon-resistant construction combines common building techniques and materials to seal entry points and route the gases
196 outdoors, helping to prevent radon from entering the home. If buyer has concerns regarding radon gas, buyer should consult the
197 builder.

198 **ARBITRATION:** Optional and voluntary residential real property arbitration may be an option if a dispute arises out of this real
199 estate transaction. This option must be agreed to by all parties. If you are interested in this option, information may be obtained
200 from licensee.

201 **ACCEPTANCE:** Buyer understands and agrees that this Purchase Agreement is subject to acceptance by Builder in writing. To
202 be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered. Buyer authorizes
203 notification to the RMLS and members of the Fargo-Moorhead Area Association of REALTORS® as to the price and terms of
204 sale, upon closing.

205 **DEFAULT:** If Buyer defaults in any of the agreements herein, Builder may terminate this Purchase Agreement and payments
206 made hereunder may be retained by Builder to apply to damages (which Buyer agrees equals or exceeds that amount). This
207 provision shall not deprive either Buyer or Builder of the right to recover damages for a breach of this Agreement or of the right of
208 specific performance of this Agreement, provided this Purchase Agreement is not terminated, and further provided, as to specific
209 performance, such action is commenced within six months after such right of action arises.

210 **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement. This means that all deadlines are intended to be strict
211 and absolute.

212 **BUILDER HEREBY FURTHER WARRANTS THE PROPERTY AS FOLLOWS:**

213 _____
214 _____
215 _____
216 _____
217 _____
218 _____
219 _____
220 _____
221 _____

222 **INITIAL: BUYER** _____ **DATE** _____ **BUILDER** _____ **DATE** _____

223 ADDRESS: _____

224 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”):** As a general rule, 26 U.S. Code § 1445
225 (hereinafter “FIRPTA”) requires a transferee (Buyer) of a United States real property interest to withhold a tax from the proceeds
226 of any disposition of the real property interest if the transferor (Seller) is a foreign person (any person other than a United States
227 person), unless an exception to the FIRPTA withholding requirements applies. Exemptions from the general rule are set forth in
228 the FIRPTA. **Due to the complexity of the FIRPTA, both the Buyer and the Seller are advised to seek appropriate legal and**
229 **tax advice regarding FIRPTA compliance, since failure to adhere to the FIRPTA withholding rules could result in legal**
230 **liability to both the Buyer and Seller and their agents or qualified substitutes.**

231 Seller hereby represents and warrants that Seller is is not a foreign person, as defined by the FIRPTA. This representation
232 of the Seller shall survive closing. Seller’s agents and Buyer’s agents, and any qualified substitute, as those terms are defined by
233 the FIRPTA, may rely upon this representation.

234 If the Seller represents that it is a foreign person, the Buyer may be subject to income tax withholding requirements, and the Buyer
235 could be personally liable for failing to withhold a tax from the proceeds of the real estate disposition, if none of the enumerated
236 exemptions to the FIRPTA apply to the transaction. If the Seller represents that it is a foreign person, but that one of the
237 exemptions to the FIRPTA apply, Buyer may require Seller to provide specific documentation as prescribed by the FIRPTA to
238 verify, under penalty of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. If
239 the Seller represents that it is not a foreign person, the Buyer, or its agents or qualified substitutes, may require the Seller to
240 provide specific documentation as prescribed by the FIRPTA to verify, under penalty of perjury, that the Seller is not a foreign
241 person. On or before closing, the Buyer and Seller agree to complete, execute and deliver any affidavit, instrument, or statement
242 which may reasonably be required to comply with FIRPTA requirements.

243 **OTHER TERMS:**

244

245

246

247 **ENTIRE AGREEMENT:** This Purchase Agreement, any accompanying exhibits, and any addenda or amendments signed by the
248 parties shall constitute the entire agreement between Builder and Buyer and supercedes all other written or oral agreements
249 between Builder and Buyer. This Purchase Agreement can be modified only in writing signed by Builder and Buyer. All
250 monetary sums are deemed to be United States currency for purposes of this agreement. Buyer or Builder may be required to pay
251 certain closing costs which may effectively reduce the proceeds from the sale or increase the cash outlay at closing.

252 **A copy of this Agreement may be delivered in person or electronically to Seller, Buyer or their Agents.**

253 **BUYER:** I/We agree to purchase the property for the price and on the terms and conditions as set forth above. I/We have
254 reviewed all pages of this Purchase Agreement.

255 _____
256 Buyer Signature Date Buyer Signature Date
257 _____
258 Buyer Printed Name Buyer Printed Name

259 **BUILDER:** I/We the owner(s) of the property accept this Agreement and authorize the Listing Broker to withdraw said property
260 from the market, unless instructed otherwise in writing. I/We have reviewed all pages of this Purchase Agreement.

261 **If checked, this Purchase Agreement is subject to a Counteroffer.**

262 _____
263 Builder Signature Date Builder Signature Date
264 _____
265 Builder Printed Name/Title Builder Printed Name/Title

266 **FINAL ACCEPTANCE DATE:** _____

267 **This is a legally binding contract between Buyer(s) and Seller(s). If you desire legal or tax advice, consult an appropriate professional.**

CONVENTIONAL MORTGAGE FINANCE ADDENDUM

For use in North Dakota only

This form approved by the Fargo-Moorhead Association of REALTORS® which disclaims any liability arising out of the use or misuse of this form.

1 Page _____ of _____

2 Addendum to Purchase Agreement between parties dated _____ pertaining to the purchase and sale of the property
3 at _____.

4 Buyer will apply for and secure, at Buyer’s expense, a **CONVENTIONAL** or **USDA**; **Fixed**, **ARM**, or
5 **Other** _____ mortgage in the approximate amount of \$ _____ amortized monthly
6 over a period of not more than _____ years with an initial mortgage interest rate of no more than _____ % per year with 0
7 discount points (0.5 if required by financing program), plus Private Mortgage Insurance, if applicable.

8 **MORTGAGE APPLICATION:** The mortgage application is to be made within **five business days** after the acceptance of this
9 Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents
10 required to consummate said financing. If Buyer cannot secure a commitment for such mortgage this agreement shall become null
11 and void; Buyer and Seller agree to sign a Cancellation of Purchase Agreement and earnest money shall be refunded to Buyer.

12 **PRIVATE MORTGAGE INSURANCE (PMI):** PMI may be required by the lending institution. Buyer agrees to pay all
13 subsequent years’ mortgage insurance premiums as required by the lending institution. The said PMI may vary based on the
14 mortgage amount, unless paid in cash at closing.

15 **SELLER CONTRIBUTION (not to exceed maximum amount allowed by Lender):** Seller shall pay \$ _____ and
16 Buyer may use it at their discretion towards points, buy-down fees, prepaid expenses or costs of closing. If Buyer does not use all
17 of the above stated Seller contributions, the excess amount may be applied to a reduction of the loan amount or sales price, if allowed
18 by Lender.

19 **LOCKING OF MORTGAGE INTEREST RATE:** Buyer understands and agrees to lock interest rate prior to closing based on
20 lender’s requirement.

21 **APPRAISAL:** If the property appraises for less than the purchase price, Buyer shall have the privilege and option of
22 (a) proceeding with consummation of the contract without regard to the amount of the appraised valuation, (b) re-negotiating or
23 (c) canceling the Purchase Agreement. If Buyer chooses to cancel, Buyer and Seller agree to sign a Cancellation of Purchase
24 Agreement and earnest money shall be refunded to Buyer.

25 **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty that Seller
26 will make repairs required by the Lender commitment. However, Seller agrees to pay up to \$ _____ to make repairs as
27 required by the Lender commitment. If the Lender commitment is subject to any work orders for which the cost of making said
28 repairs shall exceed this amount, Seller shall have the following options: (A) make the necessary repairs; or
29 (B) negotiate the cost of making said repairs with Buyer; or (C) with Buyers consent, declare the Purchase Agreement null and void
30 and sign a Cancellation of Purchase Agreement and earnest money paid shall be refunded to Buyer.

31 **RE-INSPECTION:** Re-inspection fee(s), if any, shall be paid by **Buyer** **Seller**.

32 **PERSONAL PROPERTY:** We, the undersigned, do hereby certify that the personal property included in the Purchase Agreement
33 is remaining with the property; however, it is not considered in the purchase price.

34 _____
35 Buyer Signature Date Seller Signature Date

36 _____
37 Buyer Signature Date Seller Signature Date

38 **This is a legally binding contract. If you desire legal or tax advice, consult the appropriate professional.**

FHA INSURED MORTGAGE FINANCE ADDENDUM

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Page ___ of ___

Addendum to Purchase Agreement between parties dated _____ pertaining to the purchase and sale of the property at _____.

Buyer will apply for and secure, at Buyer’s expense, an FHA INSURED [] Fixed [] Arm [] Other _____ mortgage in the approximate amount of \$ _____, plus Mortgage Insurance Premium, amortized monthly over a period of not more than _____ years with an initial mortgage interest rate of no more than _____% per year at no more than 0 discount points (0.5 if required by financing program).

MORTGAGE APPLICATION: The mortgage application is to be made within five business days after the acceptance of this Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing. In the event the Buyer cannot secure a commitment for such mortgage this agreement shall become null and void; Buyer and Seller agree to sign a Cancellation of Purchase Agreement and earnest money shall be refunded to Buyer.

MORTGAGE INSURANCE PREMIUM: Pursuant to Federal Regulations, a one time Mortgage Insurance Premium must be paid to FHA at the closing of this transaction. The said MIP may vary based on loan and will increase the mortgage amount unless paid in cash at closing.

SELLER CONTRIBUTION (do not exceed maximum amount allowed by FHA): Seller shall pay \$ _____ and Buyer may use it at their discretion towards points, buy-down fees, prepaid expenses or costs of closing. If Buyer does not use all of the above stated Seller contributions, the excess amount may be applied to a reduction of the loan amount or sales price, if allowed by Lender.

LOCKING OF MORTGAGE INTEREST RATE: Buyer understands and agrees to lock interest rate prior to closing based on lender’s requirement.

FHA COMMITMENT WORK ORDERS: Nothing in this Purchase Agreement shall be construed as a warranty that Seller will make repairs required by the FHA commitment. However, Seller agrees to pay up to \$ _____ to make repairs as required by the FHA commitment. If the FHA commitment is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the following options: (A) make the necessary repairs; or (B) negotiate the cost of making said repairs with Buyer; (C) with Buyers consent, declare the Purchase Agreement null and void and sign a Cancellation of Purchase Agreement and earnest money paid shall be refunded to Buyer.

RE-INSPECTION: FHA re-inspection fee(s), if any, shall be paid by [] Buyer [] Seller.

FHA AMENDATORY CLAUSE: “It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a direct endorsement lender, setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WILL INSURE. HUD DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND THE CONDITION OF THE PROPERTY ARE ACCEPTABLE.”

APPRAISAL: If the property appraises for less than the purchase price, the Buyer shall have the privilege and option of (a) proceeding with consummation of the contract without regard to the amount of the appraised valuation, (b) re-negotiating or (c) canceling the Purchase Agreement. If Buyer chooses to cancel, Buyer and Seller agree to sign a Cancellation of Purchase Agreement and earnest money shall be refunded to Buyer.

INITIAL: BUYER _____ DATE _____ SELLER _____ DATE _____

45 **FHA REAL ESTATE CERTIFICATION:** We, the undersigned, hereby certify that the terms of the contract for the purchase
46 of the above referenced property are true to the best of our knowledge and belief, and that any other agreement(s) entered into in
47 connection with this transaction is (are) attached to the sale contract.

48 **WARNING: Section 1010 of Title 18, U.S.C., Federal Housing Administration transactions provides: "Whoever for the**
49 **purpose of influencing in any way the action of such Administration...makes, passes, utters, or publishes any statement,**
50 **knowing same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."**

51 _____
52 Buyer Signature Date Seller Signature Date

53 _____
54 Buyer Signature Date Seller Signature Date

55 _____
56 Broker/ Selling Agent Date Broker/ Listing Agent Date

57 **PERSONAL PROPERTY ADDENDUM:** We, the undersigned, do hereby certify that the personal property included in the
58 Purchase Agreement is remaining with the property; however, it is not considered in the purchase price.

59 _____
60 Buyer Signature Date Seller Signature Date

61 _____
62 Buyer Signature Date Seller Signature Date

63 _____
64 Buyer Signature Date Seller Signature Date

65 _____
66 Buyer Signature Date Seller Signature Date

67 **This is a legally binding contract. If you desire legal or tax advice, consult the appropriate professional.**

VA GUARANTEED MORTGAGE FINANCE ADDENDUM
For use in North Dakota only

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Addendum to Purchase Agreement between parties dated _____ pertaining to the purchase and sale of the property at _____ Buyer will apply for and secure, at Buyer's expense, a **VA GUARANTEED** mortgage in the approximate amount of \$ _____ amortized monthly over a period of not more than _____ years with an initial mortgage interest rate of no more than _____ % per year with 0 discount points (0.5 if required by financing program), plus VA Funding Fee.

MORTGAGE APPLICATION: The mortgage application is to be made within **five business days** after the acceptance of this Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing. If Buyer cannot secure a commitment for such mortgage this agreement shall become null and void; Buyer and Seller agree to sign a Cancellation of Purchase Agreement and earnest money shall be refunded to Buyer.

SELLER CONTRIBUTION (not to exceed maximum amount allowed by VA): Seller shall pay \$ _____ and Buyer may use it at their discretion towards points, buy-down fees, prepaid expenses or costs of closing. If Buyer does not use all of the above stated Seller Contributions, the excess amount may be applied to a reduction of the loan amount or sales price, if allowed by Lender.

LOCKING OF MORTGAGE INTEREST RATE: Buyer understands and agrees to lock interest rate prior to closing based on lender's requirement.

LENDER PROCESSING FEES: Seller agrees to pay the VA Commitment Fee and the VA Closing Fee, if applicable, which the lender cannot charge to Buyer, not to exceed \$ _____.

DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE: "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans' Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the Department of Veteran's Affairs."

VA COMMITMENT WORK ORDERS: Nothing in this Purchase Agreement shall be construed as a warranty that Seller will make repairs required by the VA commitment. However, Seller agrees to pay up to \$ _____ to make repairs as required by the VA commitment. If the VA commitment is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the following options: (A) make the necessary repairs; or (B) negotiate the cost of making said repairs with Buyer; (C) with Buyers consent, declare the Purchase Agreement null and void and sign a Cancellation of Purchase Agreement and earnest money paid will be refunded to Buyer.

RE-INSPECTION: VA re-inspection fee(s), if any, shall be paid by Buyer Seller.

PERSONAL PROPERTY ADDENDUM: We, the undersigned, do hereby certify that the personal property included in the Purchase Agreement is remaining with the property; however, it is not considered in the purchase price.

Buyer Signature Date Seller Signature Date

Buyer Signature Date Seller Signature Date

This is a legally binding contract. If you desire legal or tax advice, consult the appropriate professional.

FMAAR: FA-VA (Rev 9-15)

INSPECTION CONTINGENCY ADDENDUM

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1 Page _____ of _____
2 Addendum to Purchase Agreement between parties dated _____, pertaining to the purchase and sale of
3 the property at _____.

4 This Purchase Agreement is contingent upon any inspections and/or tests of the property obtained by Buyer to determine its
5 condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase Agreement.

6 All inspections and/or tests shall be done by inspector(s) or tester(s) of Buyer’s choice, at Buyer’s sole expense. Inspector(s) or
7 tester(s) should be qualified to do the inspections and/or tests, as evidenced by a license or professional designation. If a North
8 Dakota inspector, state registration is required. Buyer shall satisfy Buyer as to the qualifications of the inspector(s) or tester(s).
9 Buyer shall not have the right to do intrusive testing without the prior written authorization of Seller. For purposes of this form,
10 “intrusive testing” shall mean any testing, inspection or investigation that changes the property from its original condition or
11 otherwise damages the property. **Inspections and/or tests may include but are not limited to the following: electrical system,**
12 **plumbing system, central cooling system, central heating system, ceilings, floors, basement, foundation, walls, windows,**
13 **exterior, roof, radon, mold and asbestos.**

14 Seller will provide access to attic(s) and crawlspace(s).

15 **For purposes of this Addendum, “Calendar Days” shall end at 11:59 p.m., and include Saturdays, Sundays, and state and**
16 **federal holidays.**

17 All inspections, tests, and resulting negotiations, if any, shall be done within _____ Calendar Days, beginning with the day after the final
18 acceptance of the Purchase Agreement.

19 **Buyer shall have these options following inspection(s):**

20 **Negotiation-** If Buyer identifies any defects pertaining to the property resulting from the inspections and/or tests and intends
21 to negotiate the identified defects with Seller, then Buyer shall notify Seller, in writing, describing the defects and proposed
22 remedy. If Buyer & Seller have not agreed in writing to a remedy of the identified defects within the timeframe specified on
23 line 17, this Purchase Agreement is cancelled. Upon cancellation, Buyer and Seller shall immediately sign a Cancellation of
24 Purchase Agreement.

25 **And/or;**

26 **Waiver-** Notwithstanding any provision to the contrary or any notice given, Buyer may unilaterally waive any defects,
27 providing that Buyer notifies Seller of waiver in writing, within the time specified on Line 17.

28 **or;**

29 **Cancellation-** Notwithstanding any other provision of this Purchase Agreement, Buyer may, based on the inspections and/or
30 tests, declare this Purchase Agreement cancelled by delivering a signed Cancellation of Purchase Agreement to Seller within
31 the time specified on Line 17. Seller shall immediately sign the Cancellation of Purchase Agreement confirming said
32 cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

33 If Buyer fails to have the inspections and/or tests performed within the time specified on Line 17 above, or does not notify Seller
34 of Buyer’s decision within said timeframe, then this contingency shall be deemed removed and the Purchase Agreement shall be in
35 full force and effect.

36 Any inspection and/or test required by FHA, VA, or any other governmental unit shall be done and paid for in accordance with the
37 applicable regulations and are not part of this Inspection Contingency Addendum.

38 Seller agrees to make the property reasonably available for said inspections and/or tests. Seller shall shall not have the
39 right to continue to offer the property for sale and accept back-up offers only, until this Inspection Contingency is removed.

40 **Other:**

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Nothing herein invalidates the warranties agreed to in the FMAAR-Approved Purchase Agreement.

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Buyer Signature _____ Date _____

Seller Signature _____ Date _____

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Buyer Signature _____ Date _____

Seller Signature _____ Date _____