



BUY - SELL AGREEMENT (Residential)
(Including Earnest Money Receipt)



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

Date: 11/10/2020
Lorenzo G. Fuentes And Tanya M. Fuentes
as [X] joint tenants with rights of a survivorship, [ ] tenants in common, [ ] single in his/her own right,
[ ] Other (hereafter the "Buyer") agrees to purchase, and the Seller
agrees to sell the following described real property (hereafter the "Property") commonly known as
171 Pioneer Road 59901
in the City of Kalispell, County of Flathead, Montana,
legally described as:
Tr 4BA in NW4NW4 of S2-T29-R21

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are attached to the Property are included in the purchase price and transfer to the Buyer. Certain fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether they are in fact permanently installed and attached to the Property. These fixtures and fittings are electrical, plumbing and heating fixtures, wood, pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, window treatments, attached floor coverings, television antennas, satellite dish, hot tub, air cooler or conditioner, garage door openers and controls, fireplace inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property, attached buildings or structures, unless otherwise excluded below:

PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition, are included and shall be transferred by bill of sale:
Auto Gar. Door Opener; Dishwasher; Dryer; Hot Tub; Propane Tank; Lease; Range; Refrigerator; Washer

LEASED/RENTED PERSONAL PROPERTY: The following personal property is leased/rented: [ ] water softener [ ] water conditioner [X] propane tank [ ] satellite dish, [ ] satellite control [ ] alarm system [ ] other

Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no representations or warranties concerning the transferability of said items or the assignment of any agreements relating to the lease/rental of said items.

PURCHASE PRICE AND TERMS:
\$ 364,600.00 Purchase Price: Three Hundred Sixty-Four Thousand Six Hundred (U.S. Dollars)
\$ 2,000.00 Earnest Money (credited to Buyer at closing)
\$ 362,600.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
(check one):
[ ] All cash at closing (no financing contingency); OR
[ ] Additional cash down payment at closing in the minimum amount of:
[ ] \$ OR [ ] % of the Purchase Price
Balance to be financed as indicated below:
[ ] Conventional [ ] FHA [X] VA [X] MBOH [ ] USDA-RD [ ] Seller Financing [ ] Assumption
[ ] Other
Seller to contribute \$6,600.00 towards Buyer's prepaids and closing costs.

Buyer's Initials: [LGF], [T.M.F.]

Seller's Initials: [Handwritten Signature]

54 **CLOSING DATE:** The date of closing shall be (date) 12/18/2020 (the "Closing Date").  
55 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date  
56 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the  
57 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement (including  
58 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not  
59 more than 10 days to accommodate delays attributable solely to such third party financing including, but not limited  
60 to, delays attributable to governmental regulations.

61  
62 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:  
63  when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR  
64  upon recording of the deed or notice of purchaser's interest, OR  
65

66  
67 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,  
68 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.

69  
70 **EARNEST MONEY:** (check one)

71  Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:  
72  Cash or  Check.

73 Broker/Salesperson: Collette Bauer  
74 (name printed) (signature acknowledging receipt of earnest money)

75  
76  Buyer agrees to provide earnest money in the amount as set forth herein within 3 days of the date all parties  
77 have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust by  
78 Alliance Title. If Buyer fails to provide earnest money as set forth herein,  
79 Buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid  
80 forfeited.

81  
82 **FINANCING CONDITIONS AND OBLIGATIONS:**

83  
84 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment  
85 and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source  
86 of such funds unless otherwise expressly set forth herein.

87  
88 **LOAN APPLICATION:** If Buyer fails to (i) make written application for financing, provide notice of their intent to a  
89 lender and pay to the lender any required fees, (ii) apply for assumption of an existing loan or contract, or (iii) initiate  
90 any action required for completion of seller financing by 5:00 P.M. (Mountain Time) (date) complete  
91 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement. This clause  
92 shall not be construed to restrict Buyer's right to review a loan estimate granted by governmental regulations.

93  
94 **V.A. BUYERS:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not  
95 incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property  
96 if the contract purchase price or cost exceeds the reasonable value of the Property established by the Veteran's  
97 Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this  
98 Agreement without regard to the amount of the reasonable value established by the Veteran's Administration.

99  
100 **F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from an F.H.A. insured  
101 loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to  
102 complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or  
103 otherwise, unless the Buyer has received a written statement issued by the Federal Housing Commissioner, Veteran's  
104 Administration, or a Direct Endorsement lender setting forth the appraised value of the Property for mortgage insurance purposes  
105 of not less than the amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference.  
106 The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount  
107 of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the  
108 maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor  
109 the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

EGF / JMS  
Buyer's Initials

[Signature]  
Seller's Initials

110 **DETECTION DEVICES:** The Property is equipped with the following detection devices:

- 111  Smoke detector(s)
- 112  Carbon monoxide detector(s)
- 113  Other fire detection device(s): TBD

114 \_\_\_\_\_

115 \_\_\_\_\_

116 **PROPERTY INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Brokers/Salespersons involved in the

117 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its

118 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings will

119 be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or

120 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,

121 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land

122 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,

123 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

124 \_\_\_\_\_

125 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been

126 released, waived, or satisfied, and the Agreement shall continue to closing, unless, by 5:00 p.m. (Mountain Time) on the

127 date specified for each contingency, the party requesting that contingency has notified the other party or the other party's

128 Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other

129 party on or before the release date that a contingency is not released, waived, or satisfied, this Agreement is terminated,

130 and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

131 \_\_\_\_\_

132 **INSPECTION CONTINGENCY:**

133  This Agreement is contingent upon Buyer's acceptance of any Property conditions that Buyer deems appropriate,

134 including but not limited to any inspections or advice listed below. Buyer agrees to acquire, at Buyer's own expense,

135 independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any

136 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property,

137 without the prior written consent of Seller. Seller agrees to provide Buyer and Buyer's agents, inspectors and advisors

138 reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to indemnify, defend

139 and hold harmless Seller from any and all claims or damage, including attorney's fees, caused by or incurred during

140 any inspections of the Property by or on behalf of the Buyer and that arise out of or are related to (i) any loss or

141 damage to the Property or the contents of the Property caused by any inspection or (ii) any injury to Buyer or Buyer's

142 inspectors or advisors.

144 Home/Property Inspection	Review and Approval of Protective Covenants
145 Owner's Property Disclosure Statement	Easements
146 Roof Inspection	Flood Plain Determination
147 Structural/Foundation Inspection	Water Sample Test
148 Electrical Inspection	Septic or Cesspool Inspection
149 Plumbing Inspection	Mineral Rights Search
150 Heating, ventilation, cooling system – Inspection	Radon
151 Stove/Fireplace Inspection	Asbestos
152 Pest/Rodent Inspection	Wild Fire Risk
153 Well Inspection for Condition of Well and Quantity of Water	Legal Advice
154 Accounting Advice	Toxic Waste/Hazardous Material
155 Survey or Corner Pins located	Underground Storage Tanks
156 Access to Property	Sanitary Approval/Septic permit
157 Verification of # of code compliant bedrooms	Mold
158 Verification of square footage of improvements	Verification of lot size
159 Water Rights	Airport Affected Area
160 Zoning Determination	Road Maintenance
161 Post-Closing Rental Obligations	Internet Availability/Speed

162 \_\_\_\_\_

163 EGJ / JMJ

164 Buyer's Initials

165 \_\_\_\_\_

166 [Signature] / [Signature]

167 Seller's Initials



162 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before  
163 (Notice Date) 11/24/2020, this inspection contingency shall be of no further force  
164 or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the Seller or the Seller's  
165 Broker/Salesperson on or before the date specified above, together with a copy of ONLY that portion of the inspection  
166 or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate  
167 the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a resolution of the  
168 conditions noted, the notice must contain all of Buyer's objections and requested remedies.

169  
170 If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of no  
171 further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions noted or if the  
172 Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or before  
173 (Resolution Date) 11/27/2020, the earnest money shall be returned to the  
174 Buyer, and the Agreement then terminated.

175  
176 **FINANCING CONTINGENCY:**

177  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled  
178 "PURCHASE PRICE AND TERMS." If financing cannot be obtained by the Closing Date this Agreement is  
179 terminated and the earnest money will be refunded to the Buyer.

180  
181 **APPRAISAL CONTINGENCY:**

182  Property must appraise for at least  the Purchase Price **OR** at least  \$ \_\_\_\_\_. If the  
183 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money  
184 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised  
185 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within  
186 5 days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**  
187  This Agreement is contingent upon the Property appraising for at least  the Purchase Price **OR** at least  
188  \$ \_\_\_\_\_. Release Date: \_\_\_\_\_.

189  
190 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of  
191 the preliminary title commitment (the "Commitment") issued for the Property. Release Date:  
192 5 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

193  
194 Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object  
195 to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written  
196 objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those  
197 objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a  
198 time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to  
199 the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3)  
200 days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement  
201 in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this  
202 Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if  
203 Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

204  
205 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to  
206 the Buyer, hazard insurance on the Property. Release Date: 11/24/2020.

207  
208 **LEAD BASED PAINT CONTINGENCY:** For housing built prior to 1978, if Seller is required by applicable law to  
209 provide a Lead Based Paint Disclosure and pamphlet entitled "Protect Your Family from Lead in Your Home" (the  
210 LBP Documents), and if said LBP Documents have been provided to Buyer **after** the full execution of this Agreement  
211 by all parties, Buyer shall have the unconditional right to cancel this Agreement (without risk of loss or other adverse  
212 effects) within three (3) days after electronic or hand delivery of the LBP Documents, or five (5) days after deposit of  
213 the LBP Documents in the mail, by giving written notice of cancellation to Seller or Seller's Broker/Salesperson.

214  
215 This Agreement is contingent upon \_\_\_\_\_  
216 \_\_\_\_\_  
217 \_\_\_\_\_  
218 \_\_\_\_\_

219 Release Date: \_\_\_\_\_

EGJ / JMS

Buyer's Initials

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Buy - Sell Agreement Residential, June 2020

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[Signature]  
Seller's Initials

220 This Agreement is contingent upon \_\_\_\_\_  
221 \_\_\_\_\_  
222 \_\_\_\_\_  
223 \_\_\_\_\_  
224 \_\_\_\_\_ Release Date: \_\_\_\_\_  
225 \_\_\_\_\_

226 **ADDITIONAL PROVISIONS:** \_\_\_\_\_

227 Sellers to have the property corners marked.

228 Sellers to have the septic pumped during the inspection period and provide the Buyer with a  
229 receipt.

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249 **CONVEYANCE:** The Seller shall convey the Property by \_\_\_\_\_ warranty \_\_\_\_\_ deed, free of  
250 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.

251  
252 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be conveyed  
253 at time of closing. Year \_\_\_\_\_ Make/Model \_\_\_\_\_  
254 Serial Number \_\_\_\_\_ Title Number \_\_\_\_\_  
255

256 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of claim,  
257 certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights,  
258 or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except  
259 \_\_\_\_\_

260 Filing or transfer fees will be paid by  Seller,  Buyer,  split equally between Buyer and Seller.  
261 Documents for transfer will be prepared by \_\_\_\_\_  
262

263 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of  
264 real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating  
265 water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of  
266 water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could  
267 result in a penalty against the transferee and rejection of the deed for recording.  
268

269 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana  
270 should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water  
271 bodies. It is the general policy of the State of Montana that natural water bodies and the lands immediately adjacent to  
272 them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized  
273 projects related thereto. Property owners should consult their local soil conservation board, a land use professional, or  
274 other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals,  
275 before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

[EGJ] / [JMS]   
Buyer's Initials

[Handwritten Signatures]   
Seller's Initials

276 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under  
277 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all  
278 of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc., lying below the surface of property. These  
279 mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these  
280 mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights  
281 have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface  
282 rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even  
283 though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the  
284 brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any  
285 representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms,  
286 brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of  
287 the mineral rights to and for the Property.

288  
289 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by  Seller  Buyer  
290  Equally Shared.

291  
292 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer  
293 with an ALTA Standard Coverage Owner's Title Insurance Policy (as evidenced by a standard form American Land Title  
294 Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's  
295 title insurance coverage in the form of "Extended Coverage," "Enhanced Coverage" for an additional cost to the Buyer. It  
296 is recommended that Buyer obtain details from a title company.

297  
298 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to closing  
299 unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other  
300 adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary  
301 title commitment approved by the Buyer.

302  
303 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein, that  
304 the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or delivered  
305 within 3 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The parties agree  
306 that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for  
307 services rendered.

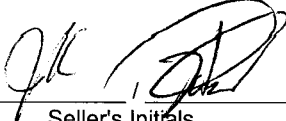
308  
309 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031  
310 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the  
311 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to  
312 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or  
313 any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the  
314 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section  
315 below.

316  
317 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement  
318 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,  
319 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been  
320 approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

321  
322 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District  
323 and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges,  
324 heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,  
325 as of the date of closing unless otherwise agreed.

326  
327 **HEATING FUEL/PROPANE PRORATION:** Seller and Buyer agree to prorate the heating fuel/propane at the current  
328 market price as provided by a heating fuel/propane company within 7 days of closing, OR at the price charged for the last  
329 refill per a receipt to be provided by the Seller prior to closing, whichever is LESS. If the heating fuel/propane tank is  
330 rented, proration will be based on the most current rental fee charged or owing at the time of closing.

 ,   
Buyer's Initials

  
Seller's Initials

331 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear  
332 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller  
333 agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through inspection of said Property  
334 prior to closing to make sure that all appurtenances and appliances included in the sale remain on the Property.  
335

336 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties  
337 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to  
338 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an  
339 owner of property, contact either your local county extension agent or Weed Control Board.  
340

341 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated,  
342 certain individuals are required to register their address with the local law enforcement agencies as part of Montana's  
343 Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information  
344 concerning registered offenders available to the public. If you desire further information please contact the local County  
345 Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the  
346 area.  
347

348 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act,  
349 Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE  
350 GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH  
351 RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL  
352 GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON  
353 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property  
354 has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this  
355 Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation  
356 treatment concurrent with an executed copy of this Agreement.  
357

358 **NEWLY CONSTRUCTED RESIDENCE:** See "Newly Constructed Residence Addendum and Disclosure."  
359

360 **BUYER'S REMEDIES:**

- 361 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
- 362 BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
- 363 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
- 364 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
- 365 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such
- 366 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;
- 367 **OR** (2) Demand that Seller specifically perform Seller's obligation under this Agreement;
- 368 **OR** (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
- 369

370 **SELLER'S REMEDIES:**

- 371 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction
- 372 anticipated by this Agreement within the time period provided in this Agreement, the Seller may:
- 373 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
- 374 under this Agreement shall be terminated;
- 375 **OR** (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;
- 376 **OR** (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.
- 377

378 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this  
379 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally  
380 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,  
381 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.  
382

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

EGF / JMF  
Buyer's Initials

[Signature]  
Seller's Initials



389 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by  
390 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this  
391 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this  
392 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents  
393 concerning this Property or underlying obligations pertaining thereto.

394  
395 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys  
396 and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails  
397 may look legitimate, but they are not. Buyer and Seller are advised NOT to wire any funds without personally speaking  
398 with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should  
399 NOT send personal information such as social security numbers, bank account numbers and credit card numbers through  
400 email.

401  
402 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is assumed  
403 by Seller through the time of closing unless otherwise specified.

404  
405 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

406  
407 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of  
408 each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express  
409 written consent.

410  
411 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the  
412 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine  
413 just.

414  
415 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction  
416 anticipated by this Agreement is an integral part of this Agreement.

417  
418 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all  
419 counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature  
420 transmitted by fax or other electronic means will be enforceable against any party, who executes the Agreement and  
421 transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated  
422 by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction  
423 Act.

424  
425 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed  
426 by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral  
427 agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

428  
429 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest money  
430 and things of value held by the Broker, closing agent, or any person or entity holding such money or property, unless  
431 mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing agent  
432 shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option and sole  
433 discretion, may interplead all parties and deposit any monies or things of value in a Court of competent jurisdiction and  
434 may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees required for filing  
435 such action.

436  
437 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):  
438  Lead Based Paint Disclosure  Contingency for Sale of Buyer's Property  
439  Addendum for Additional Provisions  Back-up Offer  
440  Multi-Family Disclosure  Water Rights Acknowledgement  
441  Mold Disclosure  Condominium Disclosure/Addendum  
442  Newly Constructed Residence Addendum and Disclosure  \_\_\_\_\_  
443  Rent-Back Agreement (Post-Closing Seller Occupancy)

PGF / J.M.F  
Buyer's Initials

[Signature] / [Signature]  
Seller's Initials



444 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified  
445 hereafter have been involved in the capacities indicated below and the parties have previously received the required  
446 statutory disclosures setting forth the licensees duties and the limits of their obligations to each party:

447 \_\_\_\_\_  
448 Scott Hollinger of RE/MAX of Bigfork  
449 (name of licensee) (name of brokerage company)  
450 \_\_\_\_\_  
451 SBRO 1789 of 8545 Hwy 35 Bigfork MT 599110650  
452 (licensee's Montana license number) (brokerage company address)  
453 \_\_\_\_\_  
454 (406) 837-5531 (406) 253-7268 (406) 837-5531  
455 (licensee phone number) (brokerage company phone number)  
456 \_\_\_\_\_  
457 ScottHollingerMT@gmail.com  
458 (licensee email address)

459 is acting as  Seller's Agent  Dual Agent  Statutory Broker

461 \_\_\_\_\_  
462 Collette Bauer of Infinity Real Estate  
463 (name of licensee) (name of brokerage company)  
464 \_\_\_\_\_  
465 SBRO 45900 of PO Box 7351 Kalispell MT 59904  
466 (licensee's Montana license number) (brokerage company address)  
467 \_\_\_\_\_  
468 (406) 253-3176 (406) 253-3176 406-253-3176  
469 (licensee phone number) (brokerage company phone number)  
470 \_\_\_\_\_  
471 collette@collettebauer.com  
472 (licensee email address)

472 is acting as  Buyer's Agent  Dual Agent  Statutory Broker  
473  Seller's Agent (includes Seller's Sub-Agent).

475 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's  
476 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has  
477 examined the subject real and personal property and represents that Buyer  has **OR**  has not physically visited the  
478 Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her  
479 independent investigation and judgments and has read and understood this entire Agreement.

481 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth in  
482 the above offer and grant to said Broker/Salesperson until (date) 11/11/2020, at 7:00  am  
483  pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or  
484 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has  
485 not accepted by the time specified, this offer is automatically withdrawn. I/we hereby acknowledge receipt of a copy of  
486 this Agreement bearing my/our signature(s).

487 \_\_\_\_\_  
488 Lorenzo G. Fuentes Date: 11/10/2020, at \_\_\_\_\_  am  pm (Mountain Time)  
489 **Buyer's Signature**

491 Name Printed: Lorenzo G. Fuentes

493 Address: 195 Sampson Lane Columbia Falls State MT Zip Code 59912

494 \_\_\_\_\_  
495 Tanya M. Fuentes Date: 11/10/2020, at \_\_\_\_\_  am  pm (Mountain Time)  
496 **Buyer's Signature**

498 Name Printed: Tayna G. Fuentes

500 Address (if different): \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

LGJ / JMF  
Buyer's Initials

[Signature]  
Seller's Initials



501 **SELLER'S COMMITMENT:**

502 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby  
503 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

504  
505 \_\_\_\_\_ Date: \_\_\_\_\_, at \_\_\_\_\_  am  pm (Mountain Time)

506 Seller's Signature  
507  
508 Name Printed: \_\_\_\_\_

509  
510 Address: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

511  
512 \_\_\_\_\_ Date: \_\_\_\_\_, at \_\_\_\_\_  am  pm (Mountain Time)

513 Seller's Signature  
514  
515 Name Printed: \_\_\_\_\_

516  
517 Address (if different): \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

518  
519  Modified per the attached Counter Offer:

520  
521 \_\_\_\_\_ / \_\_\_\_\_  
522 Seller's Initials Date

*ghal* / *11-11-2020*  
Seller's Initials Date

523  
524  Rejection of this offer by Seller (No counter offer is being made):

525  
526 \_\_\_\_\_ / \_\_\_\_\_  
527 Seller's Initials Date

*JK* / *11 Nov 2020*  
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 except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



COUNTER OFFER



1 Date: April 2020

2  
3 This Counter Offer pertains to a Buy-Sell Agreement (hereafter the "Agreement") dated 11/10/2020  
4 by and between Julene Krause Harry Krause, Jr. (hereafter the "Seller") and  
5 Lorenzo G. Fuentes Tanya M. Fuentes (hereafter the "Buyer") concerning  
6 the property described as: 171 Pioneer Road Kalispell MT 59901  
7 Tr 4BA in NW4NW4 of S2-T29-R21

8  
9  
10  
11 All the terms and conditions of the Agreement, except the Buyer's Commitment provision, are hereby incorporated by  
12 reference except as modified by the following terms and conditions: \_\_\_\_\_

13  
14 Seller to be allowed to use garage for  
15 storage until Feb 1, 2021.  
16  
17 Seller to be allowed to rent back home until  
18 Jan 11, 2021.  
19  
20 Rent for the use of both shall be \$1,000  
21 paid at closing.  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
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38  
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40  
41  
42  
43  
44  
45  
46

\_\_\_\_\_  
Buyer's Initials

JK TK  
Seller's Initials



47 The performance dates contained in the Agreement:

48

49  Shall remain the same, except as otherwise stated herein; OR

50

51  Shall be extended the same number of days that have elapsed between the date of the Agreement and the date  
52 of final acceptance of this Counter Offer except for the closing date which shall remain as set forth in the  
53 Agreement.

54

55 Acceptance of this Counter Offer may be made by providing a signed copy to the offering party or their  
56 Broker/Salesperson not later than 11.12.2022 5 (Date/Time) at  am  pm (Mountain Time), whether or not  
57 that deadline falls on a Saturday, Sunday or holiday. Offering party may withdraw this Counter Offer any time prior to  
58 receiving written acceptance. If acceptance is not given to the offering party or their Broker/Salesperson by expiration of  
59 the time for acceptance, this offer is then null and void.

60

61 The parties hereto, all agree that the transaction contemplated by this Counter Offer may be conducted by electronic  
62 means in accordance with the Montana Uniform Electronic Transactions Act.

63

64 \_\_\_\_\_  
65 Buyer's Signature Date  
66 Lorenzo G. Fuentes

Julene Krause 11 Nov 2020  
Seller's Signature Date

67 \_\_\_\_\_  
68 Buyer's Signature Date  
Tanya M. Fuentes

Julene Krause  
Harry Krause 11-11-2020  
Seller's Signature Date  
Harry Krause, Jr.

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