

2023

RESIDENTIAL FORMS CHANGES



INDIANA
ASSOCIATION
OF REALTORS®

2023

RESIDENTIAL FORMS CHANGES



IMPORTANT NOTICE:

**ALL LINE NUMBERS REFERRED TO
HEREIN ARE FROM THE 2022 IAR FORMS.**

**2023 LINE NUMBERS WILL NOT BE
KNOWN TO IAR OR MEMBERS UNTIL THE
2023 FORMS ARE RELEASED ON
JANUARY 3, 2023.**

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RESIDENTIAL FORMS CHANGES



All forms (Commercial and Residential) will have the following changes:

- **Copyright date of 2023**
- **Signature blocks to be uniformly placed (Buyers on left, Sellers on right)**
- **New IAR logo**

2023

RESIDENTIAL FORMS CHANGES



The following legal forms had significant revisions/ updates for 2023:

- Purchase Agreement (Improved Property)
- Purchase Agreement (Unimproved Property)
- Listing Contract (Exclusive Right to Sell) Improved Property
- Listing Contract (Exclusive Right to Sell) Unimproved Property
- Listing Contract (Exclusive Right to Lease)
- AS IS Addendum to Purchase Agreement
- Addendum to Purchase Agreement First Right Contingency
- Limited Purchase Contingency Right
- Back-Up Offer Addendum
- Escalation Clause Addendum
- Buyer's Inspection Response
- Notice of Termination

2023

RESIDENTIAL FORMS CHANGES



PURCHASE AGREEMENT Improved Property (Form #02)

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PURCHASE AGREEMENT Improved Property (Form #02): Between lines 57 & 58

Add: “If Buyer fails to timely submit proof of funds, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination prior to receiving the proof of funds.”

REASON: To allow Seller to terminate, without needing to have Buyer sign a Mutual Release, if Buyer fails to submit proof of funds as agreed.

*Note: Same change was made to Purchase Agreement Unimproved Property (Form #34), Line 45

* Language in red is new language.

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RESIDENTIAL FORMS CHANGES



PURCHASE AGREEMENT Improved Property (Form #02): Line 222

Add: “**Seller may terminate this Agreement if Buyer chooses to further negotiate with Subsequent Inspection Response(s).**”

REASON: So that, if the parties fail to agree on an Inspection Response, Seller may end the negotiation. Buyer is entitled to end the negotiation after the Seller’s first Response to Inspection, per the Purchase Agreement.

Note: Same change was made to Purchase Agreement
Unimproved Property (Form #34), Line 179

* Language in red is new language.

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RESIDENTIAL FORMS CHANGES



PURCHASE AGREEMENT Improved Property (Form #02): Lines 314-316

Delete first sentence and replace with: “If the property is located in a community governed by a mandatory homeowners association, the following must be provided by the Seller to Buyer within _____ days after acceptance of this Agreement, but not later than ten (10) days prior to closing pursuant to I.C. 32-21-5-8.5: 1. A disclosure that the property is in a community governed by a homeowners association; 2) A copy of the recorded governing documents; 3) a statement indicating there are assessments and the amount of any assessments; 4) The following information about a board member, homeowners association agent, or other person who has a contract with the homeowners association to provide any management services for the homeowners association: (A) the name. (B) the business or home address.”

REASON: To include the entire requirements of the statute.

*Note: Same change was made to Purchase Agreement
Unimproved Property (Form #34), Line 246

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PURCHASE AGREEMENT Improved Property (Form #02): Line 335

Add: “**W. Fair Housing.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, and disability. Due to Fair Housing risks, Brokers will not prepare, review, or submit personal information letters, including photographs, from Buyer to Seller. The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender identity.”

REASON: Adds the same fair housing language found in IAR Listing Contract. Also, provides protection to Brokers by avoiding any exposure to Fair Housing violation allegations.

*Note: Same change was made to Purchase Agreement Unimproved Property (Form #34), Line 282

* Language in red is new language.

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RESIDENTIAL FORMS CHANGES



PURCHASE AGREEMENT Unimproved Property (Form #34)

These changes are in addition to those covered above.

PURCHASE AGREEMENT Unimproved Property (Form #34): Lines 87-88

Add: “4. Conditions To Closing: Buyer’s obligations under this Agreement are conditioned upon satisfaction of each of the following items, unless waived by Buyer, within _____ days after acceptance of this Agreement:

- ☐ is ☐ is not contingent upon buyer’s ability to obtain necessary building permits;
- ☐ is ☐ is not contingent upon buyer’s ability to install a county approved septic system;
- ☐ is ☐ is not contingent on buyer verifying the following are/will be available on site:
 - ☐ city water ☐ natural gas ☐ sanitary sewer ☐ electric.”

REASON: To address contingencies that arise with unimproved property.

* Language in red is new language.

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RESIDENTIAL FORMS CHANGES



PURCHASE AGREEMENT Unimproved Property (Form #34):

Line 142 – Delete “~~Required FHA/VA or lender inspections are not included in this waiver.~~”

Line 144 – Delete “~~(including Lead Based Paint)~~”

Line 145 – Delete “~~in addition to any inspection required by FHA, VA, or Buyer(s) lender(s).~~”

Line 150-151 – Delete “~~Seller shall have water, gas, electricity and all operable pilot lights on for Buyer’s inspections. Seller must make all areas of the Property available for and accessible for Buyer’s inspection.~~”

REASON: To remove language not applicable to unimproved property.

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RESIDENTIAL FORMS CHANGES



PURCHASE AGREEMENT Unimproved Property (Form #34):

Line 157-161 – Delete entire paragraph after “Scope of Inspection:”

~~Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants, soil samples, soil test(s), site analysis and/or the following _____.”~~

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PURCHASE AGREEMENT Unimproved Property (Form #34):

Line 157-161 - Add: “Inspections may include but are not limited to the following: water, storm and waste sewer, well/septic, soil analysis, site analysis, geotechnical, other: _____.”

REASON: To remove and add language applicable to unimproved property.

* Language in red is new language.

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PURCHASE AGREEMENT Unimproved Property (Form #34):

Line 162 – Delete “~~the presence of lead-based paint, radon, mold and other biological contaminants, or~~” and Delete “~~other~~” in line 163

REASON: To remove language not applicable to unimproved property.

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LISTING CONTRACT Exclusive Right to Sell Improved Property (Form #01)

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LISTING CONTRACT Exclusive Right to Sell Improved Property (Form #01): Line 228

Add “**Firearms and pets to be secured.**”

REASON: To emphasize items that should not be accessible in the property during showings.

*Note: Same change was made to Listing Contract Exclusive Right to Lease (Form #35), Line 101

- Language in red is new language.

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RESIDENTIAL FORMS CHANGES



LISTING CONTRACT Exclusive Right to Sell Improved Property (Form #01): Line 247

Change “handicap” to “disability.”

REASON: To conform with 2023 change to the Code of Ethics.

***Note: Same change was made to Listing Contract Exclusive Right to Lease (Form #35), Line 111
Unimproved Property (Form #50), Line 205**

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RESIDENTIAL FORMS CHANGES



LISTING CONTRACT Exclusive Right to Sell Unimproved Property (Form #50)

These changes are in addition to those covered above.

LISTING CONTRACT Exclusive Right To Sell Unimproved (Form #50)

~~Lines 32-48 Delete: “Property Offered for Sale: The above list price includes the Property together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (if applicable, any smart home devices should be addressed in this paragraph.) _____.~~
~~EXCLUDES THE FOLLOWING (include leased items): _____. Seller shall remove all debris and personal property not included in the sale. Any existing improvements and fixtures permanently installed and affixed which Seller does not want included in the sale shall be removed by Seller prior to the effective date of this listing and replaced with an appropriate substitute, if applicable.”~~

REASON: Delete language not relevant to unimproved property.

LISTING CONTRACT Exclusive Right To Sell Unimproved (Form #50)

Line 212-215 Delete “~~Seller acknowledges that prospective purchasers may photograph or video the interior of the Property. Seller should remove any items of a personal nature that Seller does not want photographed, recorded, or transmitted, such as family photos, paperwork and other personally identifiable information.~~”

REASON: Delete language not relevant to unimproved property.

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“AS IS” ADDENDUM TO PURCHASE AGREEMENT (Form #53)

2023

RESIDENTIAL FORMS CHANGES



“AS IS” ADDENDUM TO PURCHASE AGREEMENT (Form #53)

Entire form re-designed (see next 4 slides).

REASON: Better organized, more user-friendly and clearly defines procedure to be used.

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RESIDENTIAL FORMS CHANGES



“AS IS” ADDENDUM TO PURCHASE AGREEMENT

1. Keep existing language from paragraph 1.
2. Seller and Buyer acknowledge and agree that the Property is being sold in its existing, “as is” condition (“As Is”), and Seller shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects on the Property or to any improvements thereon, including but not limited to the material, workmanship or mechanical components of the structures, foundations, roof, heating, plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or damage by the presence of pests, mold or other organisms.
3. Seller makes no representation or warranty to Buyer, either express or implied, as to the (1) condition of the Property, (2) the zoning of the Property, or (3) the suitability of the Property for Buyer’s intended use or purpose or for any other use or purpose. Seller represents and warrants that Seller will maintain and repair the Property so that the Property will be in substantially the same condition on the Closing Date as on the Effective Date of the Purchase Agreement. Seller acknowledges and agrees that selling the Property “As Is” does not relieve the Seller from applicable legal obligations to disclose any and all known material defects in the Property and the improvements thereon, if any, to Buyer. Seller shall have no obligation to correct any defect identified in Buyer’s inspection, nor any defects previously disclosed by Seller.

“AS IS” ADDENDUM TO PURCHASE AGREEMENT

4. **Inspections.** Buyer **RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint) in addition to any inspection required by Buyer’s lender(s). All inspections shall be ordered by the Buyer after Acceptance of the Purchase Agreement and shall be:

- A. At Buyer’s expense (unless otherwise agreed by the parties);
- B. Conducted by licensed, independent inspectors or qualified independent contractors selected by the Buyer.
- C. Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer’s inspections. Seller must make all areas of the property available and accessible for Buyer’s inspections.

If Buyer’s inspections uncover any **previously undisclosed defect(s)** in the Property, **Buyer shall have _____ days beginning the day following the date of acceptance of the Purchase Agreement to either:**

- 1. Terminate the Purchase Agreement and Earnest Money shall be promptly returned to Buyer. If requested, Buyer must provide the inspection report or relevant parts thereof to the Seller; **OR**
- 2. Waive such defect and the transaction shall proceed toward closing.

“AS IS” ADDENDUM TO PURCHASE AGREEMENT - continued

If the Buyer does not terminate the Agreement in writing or request additional time to respond within the specified time period, the Property shall be deemed acceptable.

5. Keep existing language from paragraph 5 but bold it.

6. Defect Defined. Keep existing language from paragraph 4.

Delete existing paragraph 6.

7. Keep existing language from paragraph 7.

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“AS IS” ADDENDUM to PURCHASE AGREEMENT



"AS IS" ADDENDUM TO PURCHASE AGREEMENT For use only by members of the Indiana Association of REALTORS®

1 This Addendum dated _____, is attached to and made part of Purchase Agreement dated
2 _____, on property known as _____,
3 _____, Indiana, Zip _____.

- 4
- 5 1. Except as modified by this Addendum, all of the terms and conditions contained in the Purchase Agreement
6 remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum
7 and the terms and conditions of the Purchase Agreement, the terms and conditions of this Addendum shall
8 prevail.
- 9
- 10 2. Seller and Buyer acknowledge and agree that the Property is being sold in its existing, "as is" condition ("As
11 Is"), and Seller shall not be responsible for the repair, replacement or modification of any deficiencies,
12 malfunctions or mechanical defects on the Property or to any improvements thereon, including but not limited to
13 the material, workmanship or mechanical components of the structures, foundations, roof, heating, plumbing,
14 electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or
15 damage by the presence of pests, mold or other organisms.
- 16
- 17 3. Seller makes no representation or warranty to Buyer, either express or implied, as to the (1) condition of the
18 Property, (2) the zoning of the Property, or (3) the suitability of the Property for Buyer's intended use or purpose
19 or for any other use or purpose. Seller represents and warrants that Seller will maintain and repair the Property
20 so that the Property will be in substantially the same condition on the Closing Date as on the Effective Date of
21 the Purchase Agreement. Seller acknowledges and agrees that selling the Property "As Is" does not relieve the
22 Seller from applicable legal obligations to disclose any and all known material defects in the Property and the
23 improvements thereon, if any, to Buyer. Seller shall have no obligation to correct any defect identified in Buyer's
24 inspection, nor any defects previously disclosed by Seller.
- 25
- 26 4. **Inspections. Buyer RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-
27 Based Paint) in addition to any inspection required by Buyer's lender(s). All inspections shall be ordered by the
28 Buyer after Acceptance of the Purchase Agreement and shall be:
- 29
- 30 A. At Buyer's expense (unless otherwise agreed by the parties);
31 B. Conducted by licensed, independent inspectors or qualified independent contractors selected by
32 the Buyer;
33 C. Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's inspections.
34 Seller must make all areas of the property available and accessible for Buyer's inspections.
- 35
- 36 If Buyer's inspections uncover any **previously undisclosed defect(s)** in the Property, **Buyer shall have**
37 **days beginning the day following the date of acceptance of the Purchase Agreement to either:**
- 38
- 39 1. Terminate the Purchase Agreement and Earnest Money shall be promptly returned to Buyer. If
40 requested, Buyer must provide the inspection report or relevant parts thereof to the Seller; **OR**
41 2. Waive such defect and the transaction shall proceed toward closing.
- 42
- 43 If the Buyer does not terminate the Agreement in writing or request additional time to respond within the
44 specified time period, the Property shall be deemed acceptable.
- 45
- 46 5. **An Inspection Response by Buyer requesting credits or repairs in violation of this "As Is" Addendum**
47 **shall allow Seller to terminate the Purchase Agreement by serving a Notice of Termination to Buyer and**
48 **Earnest Money shall be promptly returned to Buyer."**

(Property Address)
Page 1 of 2 ("As Is" Addendum to Purchase Agreement)
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- 49 6. **DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse
50 effect on the value of the property, that would significantly impair the health or safety of future occupants of
51 the property, or that if not repaired, removed, or replaced, would significantly shorten or adversely affect the
52 expected normal life of the premises.
- 53
- 54 7. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel regarding
55 the risks of buying Property in its "As Is" condition; (b) neither Buyer's nor Seller's respective brokers are
56 qualified, licensed or required, to conduct due diligence or inspections with respect to the Property or the
57 surrounding area; and (c) Buyer expressly releases and holds harmless brokers from and against any
58 liability for any defects or conditions in the Property and the improvements thereon, if any.

59 **By signature below, the parties acknowledge receipt of a signed copy of this Addendum.**

60 BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
61
62
63 PRINTED _____ PRINTED _____
64
65
66 BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
67
68
69 PRINTED _____ PRINTED _____
70

(Property Address)
Page 2 of 2 ("As Is" Addendum to Purchase Agreement)



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ADDENDUM TO PURCHASE AGREEMENT First Right Contingency (Form #24)

ADDENDUM TO PURCHASE AGREEMENT First Right Contingency (Form #24): Line 11

Add “**Property #2 is: ☐ currently on the market ☐ will be on the market in ____ days. Property #2 is to remain on the market and shall continue to be advertised and shown during the contingency period specified above.”**

REASON: To clarify to Seller whether Buyer’s property is or will be listed.

- Language in red is new language.

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ADDENDUM TO PURCHASE AGREEMENT Limited Purchase Contingency Right (Form #23)

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ADDENDUM TO PURCHASE AGREEMENT Limited Purchase Contingency Right (Form #23): Line 14

Delete “~~on the Mutual Release~~” - add in its place “**on Notice
of Termination**”

REASON: To allow Seller to terminate, without needing to have Buyer sign a Mutual Release when another offer has been accepted by the Seller.

- Language in red is new language.

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ADDENDUM TO PURCHASE AGREEMENT Back-Up Offer (Form #22)

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Back-Up Offer ADDENDUM TO PURCHASE AGREEMENT (Form #22): Line 8

Add “**of this Back-Up Offer,**” after “Upon acceptance”

REASON: To clarify which offer is being referred to.

- Language in red is new language.

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ADDENDUM TO PURCHASE AGREEMENT ESCALATION CLAUSE (Form #55)

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ADDENDUM TO PURCHASE AGREEMENT Escalation Clause (Form #55): Line 16

Add “**Net proceeds means the sum of the purchase price less any closing or other costs to be paid by the Seller**”
after “other offers.”

REASON: To provide definition of net proceeds to ensure all Brokers apply the same definition.

- Language in red is new language.

ADDENDUM TO PURCHASE AGREEMENT Escalation Clause (Form #55): Line 19

Add: “(i.e., redacted Purchase Agreement and/or escalating offer)” after “sufficient documentation”

REASON: To define what would provide sufficient documentation for proof of competing offer.

- Language in red is new language.

ADDENDUM TO PURCHASE AGREEMENT Escalation Clause (Form #55): Line 35

Change the 4th selection to read “**The loan amount shall not exceed \$_____, in U.S. Dollars and Buyer shall pay the difference between the loan amount and purchase price in cash at the time of closing.**”

REASON: To provide a more user-friendly definition.

- Language in red is new language.

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BUYER'S INSPECTION RESPONSE (Form #05 A-D)

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BUYER'S INSPECTION RESPONSE (Form #05): Line 49

Add “**initial inspection**” after “Buyer’s”. Delete “~~See attached Mutual Release from Purchase Agreement.~~” Add in its place: “**Buyer may either terminate or proceed toward closing.**”

REASON: To clarify the possible courses of action.

- Language in red is new language.

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BUYER'S INSPECTION RESPONSE (Form #05): Line 50

Add “☐ **Seller rejects Buyer's subsequent Inspection Response.
See attached Mutual Release.**”

REASON: To clarify that Seller may terminate if Buyer submits an Inspection Response after Seller has responded to the Buyer's initial Inspection Response.

- Language in red is new language.

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NOTICE OF TERMINATION (Form #64)

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NOTICE OF TERMINATION (Form #64): Line 9

Add “☐ **B. Buyer(s) failed to timely submit cash proof of funds.**”
Re-number and move remaining options down.

REASON: To provide a form for Seller to terminate the Purchase Agreement if Buyer fails to provide proof of funds as agreed.

- Language in red is new language.

NOTICE OF TERMINATION (Form #64): Line 11

Add “☐ **E. Seller accepted another offer which terminates Buyer's Limited Purchase Contingency Right.**”

REASON: To provide a form for Seller to terminate a Purchase Agreement with a contingency Buyer after Seller accepts another offer.

- Language in red is new language.

2023

RESIDENTIAL FORMS CHANGES



The following 4 NEW forms are being added for 2023:

- Amendment to Inspection Response
- Appraisal Gap Coverage Addendum
- Post-Closing Possession Agreement
- Buyer Inspection Waiver Acknowledgement

2023

RESIDENTIAL FORMS CHANGES



The following NEW form is being added for 2023:

- Amendment to Inspection Response

REASON: To be used if the parties agree to change an Inspection Response.

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RESIDENTIAL FORMS CHANGES



Amendment to Inspection Response

AMENDMENT # _____ TO INSPECTION RESPONSE
For use only by members of the Indiana Association of REALTORS®

Date _____

This Amendment is attached to and made a part of ☐ Buyer's ☐ Seller's Inspection Response dated _____ on property known as _____, Indiana, Zip _____ (the "Property").

The Inspection Response is Amended as follows:

All other terms and conditions of the Inspection Response remain unchanged.

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AMENDMENT # _____ TO INSPECTION RESPONSE
For use only by members of the Indiana Association of REALTORS®

1 Date _____

2 This Amendment is attached to and made a part of ☐ Buyer's ☐ Seller's Inspection Response dated _____

3 on property known as _____, Indiana, Zip _____ (the "Property").

4 _____

5 The Inspection Response is Amended as follows:

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

29 **All other terms and conditions of the Inspection Response remain unchanged.**

30 _____

31 BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____

32 PRINTED _____ PRINTED _____

33 _____

34 BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____

35 _____

36 PRINTED _____ PRINTED _____



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The following NEW form is being added for 2023:

- Appraisal Gap Coverage Addendum

REASON: To be used to make an offer which includes a provision for appraisal gap.

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Appraisal Gap Coverage Addendum

This agreement is attached to and made part of Purchase Agreement dated _____ on the property known as _____, Indiana, Zip _____ (the "Property") between _____ ("Buyer") and _____ ("Seller").

If the appraised value is below the agreed upon purchase price, Buyer agrees to cover the difference **in cash** between the appraised value and said purchase price up to and including \$_____ ("gap coverage amount").

This Agreement is not contingent on an appraisal equaling or exceeding the purchase price. If the appraised value is less than the purchase price, the parties shall proceed to closing at the agreed upon purchase price **if** the difference is no more than the gap coverage amount listed above.

The appraisal gap coverage will not cause the purchase price to increase. Buyer is not required to pay more than the agreed upon purchase price. However, Buyer and Seller may mutually agree to amend the purchase price.

If the appraised value plus the gap coverage amount is lower than the purchase price, then the Seller may terminate...(MORE)



Appraisal Gap Coverage Addendum

For use only by members of the Indiana Association of REALTORS®

- 1 This agreement is attached to and made part of Purchase Agreement dated _____ on the property known as
- 2 _____, Indiana, Zip _____ (the "Property") between
- 3 _____ ("Buyer") and
- 4 _____ ("Seller").
- 5 If the appraised value is below the agreed upon purchase price, Buyer agrees to cover the difference **in cash** between
- 6 the appraised value and said purchase price up to and including \$_____ ("gap coverage amount").
- 7 This Agreement is not contingent on an appraisal equaling or exceeding the purchase price. If the appraised value is
- 8 less than the purchase price, the parties shall proceed to closing at the agreed upon purchase price **if** the difference is
- 9 no more than the gap coverage amount listed above.
- 10 The appraisal gap coverage will not cause the purchase price to increase. Buyer is not required to pay more than the
- 11 agreed upon purchase price. However, Buyer and Seller may mutually agree to amend the purchase price.
- 12 If the appraised value plus the gap coverage amount is lower than the purchase price, then the Seller may terminate.
- 13 Seller is not required to sell below the agreed upon purchase price. However, Seller and Buyer may mutually agree to
- 14 amend the purchase price.
- 15 Buyer shall pay any difference between the loan amount and the purchase price **in cash** at closing.
- 16 This Agreement will supersede any conflicting provision contained in the appraisal, financing, or other sections of the
- 17 Purchase Agreement, including but not limited to Paragraphs C and E.

18				
19	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
20				
21	PRINTED		PRINTED	
22				
23	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
24				
	PRINTED		PRINTED	



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RESIDENTIAL FORMS CHANGES



The following NEW form is being added for 2023:

- Post-Closing Possession Agreement

REASON: To be used if the parties agree to the Seller staying in possession of the property after the closing.

2023

RESIDENTIAL FORMS CHANGES



Post-Closing Possession Agreement

This agreement is attached to and made part of Purchase Agreement dated _____ on the property known as

_____, _____, Indiana Zip _____ (the "Property") between _____ ("Buyer") and _____ ("Seller").

Seller desires to continue possession of the property described above after closing of the transaction, and Buyer is willing to permit such occupancy upon certain terms and conditions.

It is understood and agreed as follows:

A. Occupancy. Buyer permits Seller to occupy the Property following closing and shall surrender possession to Buyer on _____ at _____ am/pm/noon ("Surrender Date"). Seller shall pay Buyer \$_____ U.S. Dollars (\$_____) per day for use of the Property commencing the date of closing and continuing each day until possession is surrendered to Buyer. Possession will be deemed surrendered upon Seller vacating the Property. All obligations hereunder shall continue until Seller surrenders the Property. Payment shall be made as follows: _____. In the event Seller remains in possession of the Property after the Surrender Date, Seller shall pay \$_____ per day to the Buyer until the Property is surrendered.

B. Seller's Obligations for Condition of Property.

- a. Maintenance.** Seller shall maintain the Property and all improvements, appliances, and fixtures therein in the same condition as of the date of closing, excluding reasonable wear and tear. Except as provided in the Agreement, Seller shall make no alterations to the Property after closing without advance written approval from the Buyer. Seller shall be responsible for the cost and all repairs caused by damage resulting from the use and occupancy of the Property by Seller during the term of this agreement, except for normal wear and tear.
- b. Delivery of Possession.** Seller shall deliver the Property vacant, clear of trash and debris, and in the condition and on the terms provided in this agreement. Seller shall deliver all keys, key fobs, codes, and digital keys, if any. Buyer shall be entitled to a final walkthrough prior to taking possession of the Property...(MORE)

2023 RESIDENTIAL FORMS CHANGES



Post-Closing Possession Agreement



AMENDMENT/ADDENDUM TO PURCHASE AGREEMENT POST-CLOSING POSSESSION AGREEMENT

For use only by members of the Indiana Association of REALTORS®

- 1 This agreement is attached to and made part of Purchase Agreement dated _____ on the property known as
2 _____,
3 Indiana Zip _____ (the "Property") between _____ and
4 ("Buyer") _____ ("Seller").
5 _____
- 6 Seller desires to continue possession of the property described above after closing of the transaction, and Buyer is
7 willing to permit such occupancy upon certain terms and conditions.
- 8 It is understood and agreed as follows:
- 9 **A. Occupancy.** Buyer permits Seller to occupy the Property following closing and shall surrender possession to
10 Buyer on _____ at _____ am/pm/noon ("Surrender Date"). Seller shall
11 pay Buyer \$ _____ U.S. Dollars (_____) per day
12 for use of the Property commencing the date of closing and continuing each day until possession is
13 surrendered to Buyer. Possession will be deemed surrendered upon Seller vacating the Property. All
14 obligations hereunder shall continue until Seller surrenders the Property. Payment shall be made as follows:
15 _____
- 16 In the event Seller remains in possession of the Property after the Surrender Date, Seller shall pay
17 \$ _____ per day to the Buyer until the Property is surrendered.
- 18 **B. Seller's Obligations for Condition of Property.**
- 19 a. **Maintenance.** Seller shall maintain the Property and all improvements, appliances, and fixtures therein in
20 the same condition as of the date of closing, excluding reasonable wear and tear. Except as provided in
21 the Agreement, Seller shall make no alterations to the Property after closing without advance written
22 approval from the Buyer. Seller shall be responsible for the cost and all repairs caused by damage
23 resulting from the use and occupancy of the Property by Seller during the term of this agreement, except
24 for normal wear and tear.
- 25 b. **Delivery of Possession.** Seller shall deliver the Property vacant, clear of trash and debris, and in the
26 condition and on the terms provided in this agreement. Seller shall deliver all keys, key fobs, codes, and
27 digital keys, if any. Buyer shall be entitled to a final walkthrough prior to taking possession of the Property.
- 28 **C. Security Deposit.** Seller agrees to pay a security deposit in the amount of \$ _____ immediately
29 following closing. Such amount will be returned to Seller within ten (10) days of surrendering possession of
30 the Property as agreed in Paragraph B. In the event that the seller's security deposit is insufficient to repair all
31 damage caused by Seller, Seller shall be responsible for payment of any additional costs.
- 32 **D. Insurance.** It is understood that from the date of closing Buyer shall not be liable for any damage to,
33 destruction, or theft of Seller's personal property. Buyer shall maintain policy of fire and extended coverage on
34 the Property satisfactory to the parties. Seller assumes all risk and responsibility for accident, injury, or
35 damage to persons and/or property arising from Seller's use of the Property. Seller shall insure such risks by
36 having standard liability insurance satisfactory to both parties.
- 37 **E. Utilities.** ☐ Seller ☐ Buyer shall pay all utilities during Seller's possession and shall pay when due.
- 38 **F. No Landlord/Tenant Relationship.** It is the intent of the parties that this agreement is a condition of the sale
39 of the Property and is not intended to be a rental agreement.
- 40 **G. Complete Agreement.** This agreement represents the complete agreement of the parties concerning the
41 granting of possession of the Property after closing. No verbal agreements or promises will be binding on
42 either party unless such agreements are in writing and signed by both parties.

(Property Address)
Page 1 of 2 (Post-Closing Possession Agreement)
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Phone: _____ Fax: _____
www.lwof.com

- 43 **H. Default.** Upon a default of this agreement, Seller shall pay all costs, including reasonable attorney's fees,
44 incurred by Buyer in removing Seller from the Property. Seller agrees that Buyer may use summary legal
45 proceedings to obtain possession of the Property.
- 46 **I. Release.** Buyer and Seller release and hold harmless all Brokers, their companies and their licensees from
47 any and all liability, including attorney's fees and costs, arising out of or related to any post-closing possession
48 agreement between Buyer and Seller. This release shall survive the closing.
- 49 **J. This agreement shall supersede any conflicting provision contained in the possession section or any
50 other sections of the Purchase Agreement.**

51 **K. Further Conditions:** _____
52 _____
53 _____
54 _____
55 _____

56 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
57 original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement
58 may be transmitted between them electronically or digitally. The parties agree that such signatures constitute original
59 signatures and are binding on the parties.

60 BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
61
62 PRINTED _____ PRINTED _____
63
64 BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
65
66 PRINTED _____ PRINTED _____



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(Property Address)
Page 2 of 2 (Post-Closing Possession Agreement)

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2023

RESIDENTIAL FORMS CHANGES



The following NEW form is being added for 2023:

- Buyer Inspection Waiver Acknowledgement

REASON: To serve as a risk management tool for Brokers in situations where a buyer purchases a property without having an inspection, even though Broker has advised against waiving the inspection.

2023

RESIDENTIAL FORMS CHANGES



Buyer Inspection Waiver Acknowledgement

Buyer acknowledges that Broker has strongly advised Buyer to conduct independent inspections to investigate the condition of the property and has been afforded the opportunity to obtain such inspections as a condition of the Purchase Agreement.

Buyer acknowledges that no Broker involved in this transaction is an expert at detecting the condition of the property or its suitability for my intended use.

I understand that it is my obligation to determine the condition of the property and that the statements made by the Seller are not a representation I can rely on without my own independent verification.

No representations concerning the condition of the property are being relied upon by me except as previously disclosed by Seller or stated within the Purchase Agreement.

Broker is released from any and all liability relating to any issues that could have been discovered by Buyer obtaining an inspection.



BUYER INSPECTION WAIVER ACKNOWLEDGEMENT

For use only by members of the Indiana Association of REALTORS®

- 1 Buyer acknowledges that Broker has strongly advised Buyer to conduct independent inspections to investigate the
- 2 condition of the property and has been afforded the opportunity to obtain such inspections as a condition of the
- 3 Purchase Agreement.
- 4 Buyer acknowledges that no Broker involved in this transaction is an expert at detecting the condition of the property
- 5 or its suitability for my intended use.
- 6 I understand that it is my obligation to determine the condition of the property and that the statements made by the
- 7 Seller are not a representation I can rely on without my own independent verification.
- 8 No representations concerning the condition of the property are being relied upon by me except as previously
- 9 disclosed by Seller or stated within the Purchase Agreement.
- 10 Broker is released from any and all liability relating to any issues that could have been discovered by Buyer obtaining
- 11 an inspection.

12 Buyer _____ Date _____

13

14 Buyer _____ Date _____

15



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2023

RESIDENTIAL FORMS CHANGES



**THE 2023 IAR FORMS WILL BE AVAILABLE
TO MEMBERS ON JANUARY 3, 2023.**

2023

RESIDENTIAL FORMS CHANGES



Special thanks must be extended to the IAR Forms Committee. This volunteer group provides many hours of time each year to provide the most current updates to these forms.

Questions on these changes may be directed to
the IAR Legal Hotline:
1.800.444.5472 (toll free)

The IAR Legal Hotline is available to Managing Broker members and their designated agents, statewide, Monday-Friday 9:00am to 5:00pm.