



BUYER'S ACKNOWLEDGEMENTS AND AGREEMENTS
OFFICE POLICY REGARDING AGENCY RELATIONSHIPS

The undersigned, being a potential buyer of real estate (the " Buyer") and using the real estate agency services of Highgarden Real Estate Inc., an Indiana corporation, hereby acknowledges and agrees as follows:

Agency Relationships: Indiana law (IC 25-34.1-10-9.5) provides that a licensee (an individual or entity issued a salesperson's or broker's real estate license by the Indiana real estate commission) has an agency relationship with, and is representing, the individual with whom the licensee is working unless (1) there is a written agreement to the contrary or (2) the licensee is merely assisting the individual as a customer. The Buyer's licensee with Highgarden Real Estate Inc. represents the interest of the Buyer as the Buyer's agent when showing another company's listing or when functioning in an "in house agency relationship" as defined in IC 25-34.1-10-6.5. An "in house agency relationship" means an agency relationship involving two or more clients who are represented by different licensees within the same firm. When representing a buyer, a licensee owes duties of trust, loyalty, confidentiality, accounting, and disclosure to the buyer, while still obligated to deal honestly with the seller.

An agent representing a buyer may show property in which the buyer is interested to other prospective buyers and may show competing buyers the same property or assist other buyers in purchasing a particular property without breaching any duty or obligation to the buyer and may provide to the seller services in the ordinary course of a real estate transaction or any similar services that do not violate the terms of the agency relationship made with the buyer. The agent further will comply with the duties set forth in IC 25-34.1-10-11.

Regulatory Compliance: As your agent, Highgarden Real Estate, Inc. owes certain fiduciary duties to you, including a duty of responsible care and diligence. To fulfill these duties Highgarden Real Estate, Inc. will store all relevant documents involved in your transaction for a period of no less than 7 years. These documents will be easily accessed for you anytime that they are needed. **The cost of this service is \$299.00 and will be charged as a debit to the buyer on the closing documents.**

Buyer Initials Buyer Initials

Limited Agency Authorization: The licensee that the Buyer is working with or the principal or managing broker may personally represent a seller as a seller's agent in the case of a property listed with Highgarden Real Estate Inc. If that occurs, then the licensee has agency duties to both the Buyer and the seller, which may be different or even adverse. If limited agency arises, the licensee will not disclose the following without the informed consent, in writing, of both Buyer and the seller:

Any material or confidential information, except adverse material facts or risks actually known by the licensee concerning the physical condition of the property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties.

That the Buyer will pay more than the offered purchase price for the property.

That the seller will accept less than the listed price for the property.

Other terms that would create a contractual advantage for one party over another party.

What motivates a party to buy or sell the property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among licensees. As a buyer's agent or limited agent, the licensee will obtain compensation pursuant to a listing contract unless a written Buyer's Agency Contract provides for an alternative payment method.

The Buyer acknowledges that this Limited Agency Authorization has been read and understood. The Buyer understands that the Buyer does not have to consent to a licensee acting as a limited agent, but gives informed consent voluntarily to limited agency and waives any claims damages, losses, expenses, including attorney's fees and costs, against a licensee arising from a licensee's role of a limited agent.

The foregoing shall also serve as written disclosure of office policy regarding agency relationships, pursuant to IC 25-34.1-10-13.

Not a Financial Institution: Highgarden Real Estate Inc. is a real estate agency and not a mortgage or finance company. When the Buyer meets with a mortgage lender, the Buyer should take the appropriate time to review the financing options. Based on the information furnished to Highgarden Real Estate Inc. and upon financing programs available at a given time, Highgarden Real Estate Inc. may offer to the Buyer certain information and suggestions concerning potential financing options. Such information is not guaranteed and the Buyer should rely solely on the information obtained directly from a mortgage lender. Interest rates, financing programs, availability, underwriting guidelines, and terms can vary regularly. It is the responsibility of the Buyer's mortgage lender to explain, in detail, what particular financing programs are available. Highgarden Real Estate Inc. accepts no responsibility regarding any information furnished in connection with, or any issues arising from, the financing of the Buyer's home. The Buyer should obtain a "Good Faith Estimate" from the Buyer's mortgage lender before applying for a mortgage loan. This is a requirement to show buyers the costs of financing the purchase of their home and the buyers have the right to obtain this document. Buyer acknowledges that Highgarden Real Estate Inc. is not responsible for any aspect of the loan process and is not responsible for locking in interest rates, registering Buyer's for loan programs, first time buyer programs, etc.

Home Inspections, Mold, Radon and Releases: Highgarden Real Estate Inc. has specifically advised the Buyer of the need to obtain inspections relating to mold and radon in addition, or as a part of, a home inspection. The Buyer realizes that neither Highgarden Real Estate Inc. nor its licensed agents are experts in identifying or mitigating mold, nor are they experts in assessing the damage or risk associated with mold. Mold may exist in property in which Highgarden Real Estate Inc. acts as an agent and Highgarden Real Estate Inc. may be unaware of any such mold contamination. The Buyer has been informed by Highgarden Real Estate Inc. of the importance of mold detection and generally that mold may form in any one of a number of places in real estate and may be particularly associated with moisture. In that these issues may present themselves and may not be identified in a standard home inspection Highgarden Real Estate Inc. specifically recommends that an inspection by a company or individual qualified to assess mold infestation be obtained.

Psychologically Affected Property: Under Indiana law, and specifically Indiana Code §32-21-6, certain types of real property are considered "Psychologically Affected Property." Psychologically affected property includes real estate, or a dwelling that is for sale, rent or lease and to which one or more of the following facts or a reasonable suspicion of facts apply:

1. That the occupant of the property was afflicted with or died from a disease related to HIV.
2. That an individual died in the property.
3. That the property was the site of a felony under Indiana Code §35; criminal gang activity as defined in I.C. 35-45-9-1; the discharge of a firearm involving a law enforcement officer while engaged in the officer's official duty; or the illegal manufacture or distribution of a controlled substance.

Buyer Initials Buyer Initials

According to Indiana law, an owner or real estate agent is not required to disclose to a transferee any knowledge of a psychologically affected property in an real estate transaction. In signing this agreement, the undersigned, as a potential buyer, acknowledges the foregoing and also acknowledges that even if inquiry is made of a seller's agent as to any of the foregoing circumstances, that the seller's agent may still legally refuse to provide such information.

Lead Based Paint and Releases: Highgarden Real Estate Inc. has specifically advised the Buyer of the need to obtain inspections relating to lead based paint, or as a part of, a home inspection if the home has been built prior to 1978. The Buyer realizes that neither Highgarden Real Estate Inc. nor its licensed agents are experts in identifying or mitigating lead based paint, nor are they experts in assessing the damage or risk associated with lead based paint in a home. Lead based paint may exist in property in which Highgarden Real Estate Inc. acts as an agent and Highgarden Real Estate Inc. may be unaware of any such lead contamination. If the home you are purchasing was built prior to 1978, there is a good chance that the home may contain some lead base paint. Buyer acknowledges receipt of the booklet *Protect Your Family From Lead in Your Home*. Congress passed the Residential Lead Based Paint Hazard Reduction Act (also known as Title X), requiring landlords and Sellers of homes built prior to 1978 disclose known lead paint hazards and provide available reports to buyers or renters before ratification of a contract for housing sale or lease. Buyers and renters are given 10 days to have lead hazard testing conducted (at their expense). In that these issues may present themselves and may not be identified in a standard home inspection, Highgarden Real Estate Inc. specifically recommends that an inspection by a company or individual qualified to assess lead based paint contamination be obtained. In signing this agreement, the Buyer acknowledges having received this information and specifically having been recommended to obtain a lead based paint inspection, over and above a home inspection, which is also recommended by Highgarden Real Estate Inc. The Buyer further agrees to release, discharge, and waive any and all claims actions, liabilities, and demands against Highgarden Real Estate Inc., its agents, employees, officers, and directors arising from, or in connection with, or in any way relating to inspections, lead or other defects, claims, repairs, or disputes relating to any real estate purchased by the Buyer. Inspections mentioned above are an investment worth making when purchasing a home. For additional questions and resources on lead based paint, lead poisoning and prevention visit www.epa.gov/lead or call 1 (800) 424-LEAD.

Highgarden Real Estate Inc. Referrals: In order to assist the Buyer with all of the aspects associated with the home buying process, Highgarden Real Estate Inc. may, from time to time, refer and suggest certain home inspection companies, mortgage financing companies, mold inspection service companies, and other businesses and professionals. Highgarden Real Estate Inc. makes no representation, recommendation, or endorsement as to the quality, reputation, or integrity of any referral. The Buyer is encouraged to also seek referrals or recommendations from other sources, such as Angie's List and the Yellow Pages, etc., and to investigate any referral or recommendation through appropriate agencies, such as the Better Business Bureau and the Attorney General's office. The Buyer agrees to release, discharge, and waive any and all claims actions, liabilities, and demands against Highgarden Real Estate Inc., its agents, employees, officers, and directors arising from, or in connection with, or in any way relating to any referral.

Compensation from Builders: Because of the large volume of newly constructed home sales and advertising of new homes generated by Highgarden Real Estate Inc., Highgarden Real Estate Inc. may, from time to time, receive additional commissions, marketing coop payments, bonuses, or other compensation from certain builders.

Estimated Property Taxes and Rates: Before purchasing a home, the Buyer should obtain an accurate estimate of the property taxes from the County Assessor and/or County Auditor. Newly constructed homes are not fully assessed at the time of purchase since property taxes in Indiana are paid one year in arrears and, therefore, mortgage lenders will often only escrow a small amount for taxes at the beginning of the loan term. Once a full assessment is made, taxes can increase dramatically and the Buyer should plan ahead for such increase. Again, the County Assessor's Office and/or Auditor's Office may be of help to the Buyer in this regard. Highgarden Real Estate Inc. accepts no responsibility for, and makes no representation or warranty as to, property tax rates or estimates. At the closing of the home purchase, the Buyer should make sure that the Buyer receives instructions and documentation for the filing of the "Homestead Credit" and the "Mortgage Exemption", which usually result in significant savings of property taxes.

Earnest Money: Buyer understands that Highgarden Real Estate Inc. does not control the escrow account that will hold the earnest money from Buyer. The Listing agent's real estate company controls the escrow account in which Buyer's earnest money will be deposited. Once a purchase agreement has been accepted, Buyer should expect the earnest money check to immediately be cashed and deposited into the Listing Agency's escrow account. If a dispute arises during the transaction, Highgarden Real Estate Inc. has no authority regarding the earnest money and when it would, if at all, be returned to the Buyer. In some cases, litigation may be necessary to try to re-coup the earnest money. If the purchase is with a Builder, the earnest money check will most likely be cashed immediately upon the sales person turning the contract into the corporate office and before the builder signs off on the transaction. Highgarden Real Estate Inc. has no authority to try to re-coup earnest money if a dispute arises during the process of the transaction with the Builder. Regardless of whether a new home or existing one is purchased by the Buyer, Highgarden Real Estate Inc. assumes and accepts no responsibility regarding Buyer's earnest money.

In addition to the foregoing, the broker holding the earnest money may invoke the provisions set forth at 876 I.A.C. 1-1-23. Under those circumstances, upon notification that buyer or seller intends not to perform, the broker holding the earnest money may release the earnest money as provided in the agreement. If no provision is made, then the broker holding the earnest money may send notice of an intended disbursement to the buyer and seller, by certified mail. If neither buyer nor seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing of the certified letters, the broker may release the earnest money to the party identified in the certified letters. The broker invoking such procedure will be held harmless of any liability, including attorney fees and costs, for good faith disbursement of earnest money in accordance with the agreement and with the above-referenced regulation.

Fair Housing: Buyer acknowledges that Highgarden Real Estate Inc., its officers, owners, employees and agents sell and list real estate without regard to race, color, religion, sex, familial status, national origin, or handicap status. The policy of Highgarden Real Estate Inc. complies fully with all state, federal and local Fair Housing laws. In compliance with this, we do not place any restrictions on showings or information associated with the availability of housing accommodations for sale or rent as would relate to the foregoing. Buyer also acknowledges that there was never a time when Highgarden Real Estate Inc. or any of its representatives took any action inconsistent with the foregoing.

Email, Text, and Phone Consent: Buyer consents to allow Highgarden Real Estate Inc to communicate with the buyer through email, text, phone or other ways not mentioned in this agreement.

Photo Release: Highgarden Real Estate Inc, from time to time, may take photos of the home that you are purchasing to use in advertising. Buyer hereby agrees to release these photos to Highgarden Real Estate Inc. for use for as long and as often as Highgarden Real Estate Inc. prefers. Buyer does not expect any compensation for the use of these photos.

Effective Date: _____	_____ Buyer's Signature	_____ Buyer's Signature
	_____ Printed Name	_____ Printed Name