



# ABMONT REALTY GROUP

## *SELLER'S GUIDE*

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*A practical guide to getting your home ready to sell  
and the marketing it takes to do it well.*



AMHERST MADISON



# WHAT ABMONT REALTY DOES FOR OUR CLIENTS

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## OUR MARKETING STRATEGY

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### 30 SECOND COMMERCIALS

- **WE PAY FOR** a 30 second streaming commercial. Picture this: your home featured in a 30-second video that runs on platforms like MLB, FOX, and CNN, reaching thousands of Treasure Valley households each month. Most agents rely on MLS photos alone. A professionally produced commercial puts your home in front of buyers who aren't scrolling Zillow and gives your listing real presence in a competitive market.

### HOME STAGING

- **WE PAY FOR** either staging consultations or in-house staging furniture - whichever fits your situation best. According to the National Association of Realtors, staged homes sell 73% faster than non-staged ones. Beyond speed, the Real Estate Staging Association reports that staged homes typically yield a 6% to 10% higher sale price. Staging creates an emotional connection, accelerates sales, and boosts market value.

### PRE-LISTING INSPECTION

- **WE PAY FOR** a pre-listing inspection. Buyers receive a comprehensive view of a property's condition, fostering a sense of transparency and trust. This encourages buyers to confidently place offers, accelerates the overall process by reducing the need for negotiations, and allows the Seller to get ahead of potential problems. According to industry data, homes with pre-listing inspections experience significantly fewer cancellations, with a reduction of up to 21%.

### PREMIUM PHOTOGRAPHY

- **WE PAY FOR** premium photography that showcases your home in its best lighting.

### CUSTOM BROCHURES

- **WE PAY FOR** beautifully designed property brochures that we create and distribute as a physical reminder for buyers to take home.

### PERSONALIZED WEBSITE

- **WE PAY FOR** your home's personalized website. It is the ultimate showroom to display all the assets and amenities your home has to offer.

### OPEN HOUSES

- **WE PAY FOR** and host open houses often. We invite both realtors and the general public to attend as few or as many open houses as you prefer. Oftentimes this will generate a large influx of traffic at once.



# WHAT ABMONT REALTY DOES FOR OUR CLIENTS

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## OUR MARKETING STRATEGY

### **SOCIAL MEDIA MARKETING**

- **WE PAY FOR** and advertise your property on all social media platforms and pay advertising dollars to spearhead a targeted marketing campaign.

### **PROFESSIONAL CLEANERS**

- You will have access to our discounted professional cleaning services, to ensure your home garners top dollar by looking its absolute finest.

### **FEATURED LISTING ON ABMONT REALTY'S WEBSITE**

- **WE PAY FOR** your home to stand out as a featured listing on Abmont Realty's website as well as improve views through Google search ads.

### **PROFESSIONAL VIDEOGRAPHY**

- **WE PAY FOR** premium videography of your home. Capture customers in remote areas, improve online interaction, and promote new construction and remodeled homes with gorgeous videography.

### **COMING SOON**

- **WE PAY FOR** your home to be listed as Coming Soon to create excitement prior to going live and allow time to prepare the home for listing if needed.

### **BUYER & SELLER MATCHING**

- Our database of over 6,800 individuals looking for homes either now or in the future will be contacted with your listing details.

### **NEGOTIATION**

- Together, we will analyze any offers that are placed, discuss their strengths and weaknesses and give recommendations based on what makes the most sense for your family.

### **PRICING AND TIMING**

- Market analysis and pricing are both an art and a science. We will study the current market and suggest the best price point and timing for listing your unique home.

**600+**  
HOMES SOLD

**\$350M+**  
SALES VOLUME

**200+**  
5-STAR REVIEWS

**20+**  
YEARS IN REAL  
ESTATE

# ABMONT REALTY GROUP

For Denise and Joe Abmont, real estate has always been about people first. The husband-and-wife team, Partners at Amherst Madison, lead Abmont Realty Group, one of Idaho's top-producing real estate teams based in Eagle. Denise serves as Associate Broker, and together with their 10-agent team, they've helped more than 600 families buy and sell homes across the Treasure Valley, representing over \$350 million in career sales.

Their reach extends from Eagle and Star to Meridian, Boise, Nampa, Caldwell, Kuna, Payette, New Plymouth, and Emmett — but their approach stays the same no matter the zip code: listen carefully, advocate fiercely, and treat every client like a neighbor. It's an approach that's earned the team a place among the top 0.5% of Idaho agents and generated more than 200 five-star reviews along the way.

That growth hasn't gone unnoticed. Abmont Realty Group was named BusinessRate's Best Real Estate Agency in Eagle for 2026 and has been recognized by RealTrends America's Best every year from 2021 through 2026. The team has also held a place on the Boise Regional REALTORS® Circle of Excellence as a Top Producing Team since 2020, with Denise and Joe individually honored since 2018. Add in Real Producers Top 25 Boise (2025 and 2026), FastExpert Top 25 Agents in Idaho, Amherst Madison's Top 1% in Idaho, a Ramsey Trusted Real Estate Partner designation, a Zillow Premier Agent badge, and a feature on the Emmy-nominated series American Dream TV, and the pattern is hard to miss.

What sets the Abmonts apart, though, isn't the trophy case — it's what clients receive without ever being asked to pay extra. Every listing includes professional home staging, a pre-listing inspection, professional photography with aerial drone and video, 3D virtual tours for out-of-state buyers, a custom private listing website, and a "Coming Soon" launch strategy. Sellers also benefit from 1,000 monthly streaming TV commercials targeting active buyers, outreach to a database of 6,800+ qualified buyers, and featured placement on AbmontRealty.com backed by Google search advertising.

The team works with a wide range of clients: first-time buyers finding their footing, luxury sellers in Eagle and Star, military families navigating relocation, investors building portfolios through single-family, multi-family, and 1031 exchanges, new construction buyers, and longtime homeowners ready to downsize. Denise holds the ABR®, MRP, ALHS, and ePro® designations, Joe holds ABR® and MRP, and the team is recognized as a Ramsey Trusted Real Estate Partner and Zillow Premier Agent — but at the heart of it is a commitment to doing right by people at every stage of life.

To reach Denise, Joe, and the Abmont Realty Group team, call (208) 789-4320 or visit [AbmontRealty.com](https://AbmontRealty.com).





# MEET JOE & DENISE ABMONT

Joe and Denise Abmont are the husband-and-wife team behind Abmont Realty Group. As Partners and Associate Brokers with Amherst Madison Real Estate Advisers, they bring over 20 years of combined experience serving clients throughout Idaho's Treasure Valley. The Abmonts' journey to Idaho began with their own relocation from California. After extensive research, they chose Eagle as their home, an experience that gives them firsthand insight into what families need when they're moving to the area.

When you list with Denise or one of her partners, you're working with one of the top listing agents in the Treasure Valley. The team's creativity and attention to detail help every home stand out. From professional photography to streaming commercials that spotlight your property online, Abmont Realty makes sure your home gets in front of the right buyers. They combine strategic marketing, staging guidance, and pricing expertise so your home sells faster and for the best possible price.

Joe Abmont brings a natural talent for relationship-building and a background in business ownership that helps him connect authentically with clients. When he's not helping families buy or sell, Joe enjoys Idaho's outdoors, including hunting, fishing, and sharing the area he loves with the clients he works with.

Together, Joe and Denise lead a dedicated team built on clear communication and long-term relationships. Their track record of 600+ homes sold and 200+ five-star reviews reflects their commitment to client success.

## TEAM AWARDS & RECOGNITION





600+

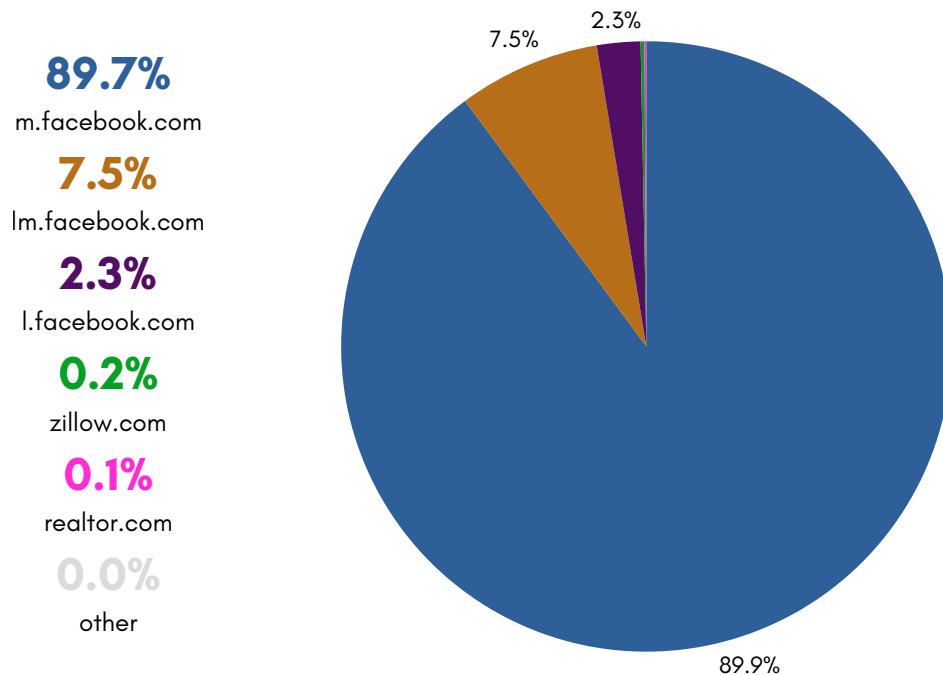
HOMES SOLD

# OUR MARKETING GETS RESULTS

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**See the tiny pink and green slices?** That's Zillow and Realtor.com - the "standard" views most agents get.

**The rest of the pie? That's Abmont Realty at work**, driving real traffic with custom marketing that reaches the right buyers where they actually spend their time. **Your home gets noticed, seen, and sold faster.**



## MOST AGENTS STICK TO THE BASICS

Listing a home on the MLS and letting it show up on Zillow or Realtor.com gets some views, but that's just the starting point.

## OUR APPROACH GOES FURTHER

In the pie chart above, **the tiny pink and green slices** show views from Realtor.com and Zillow, which are the results most agents get with a standard MLS listing. **The rest of the chart** shows the results from our **custom, targeted marketing**, designed to reach the right buyers where they actually spend their time.

## WHY IT MATTERS

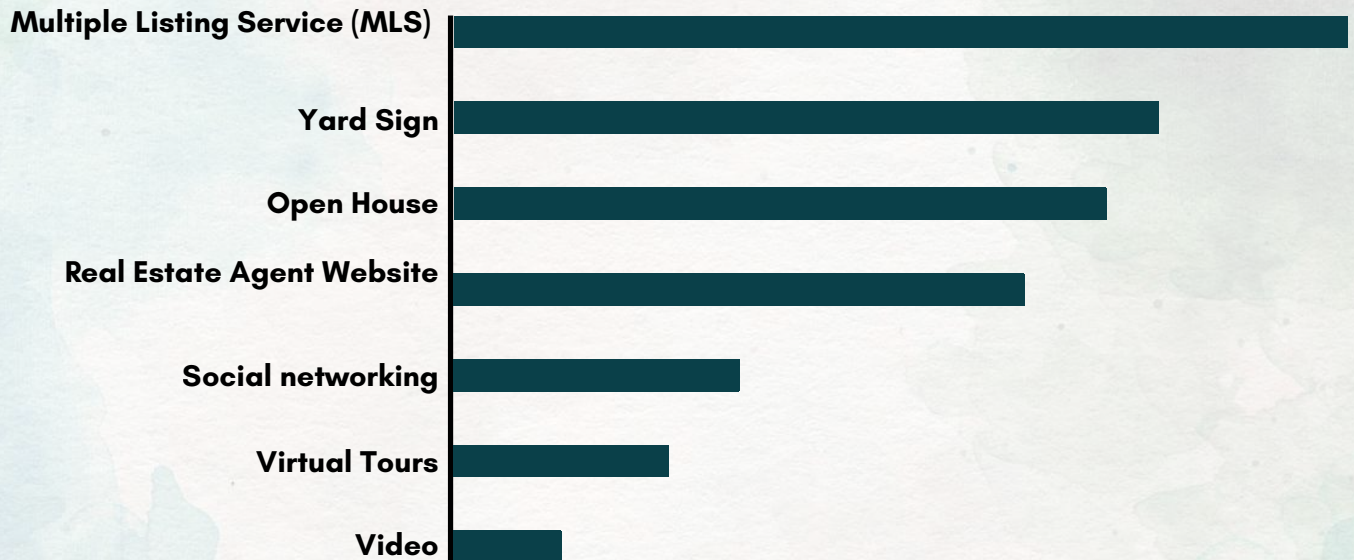
- Your home is seen by **more qualified buyers**
- You're not relying on passive MLS exposure
- You benefit from a marketing engine built for today's digital landscape

## REAL RESULTS

This example listing generated **15,060 views in just two weeks**, driven primarily by our strategic marketing, not the traditional listing sites.

When it comes to selling your home, going **above and beyond with smart marketing** is what delivers real results.

# THE TOP METHODS REAL ESTATE AGENTS USE TO MARKET HOMES



**MOST AGENTS STOP HERE. WE GO FURTHER.**

## **We Do That... and So Much More!**

When it comes to marketing your home, we don't just check the standard boxes, we go above and beyond to get you results.

- **Professional Commercials**

We produce and pay for a 30-second TV commercial of your home, reaching over 1,000 targeted viewers each month on streaming platforms like Major League Baseball, FOX, CNN, and more.

- **Exclusive Buyer Groups**

We promote your property inside private Facebook groups filled with thousands of buyers actively searching for homes in this area.

- **Targeted Social Media Ads**

We invest in paid advertising with advanced algorithms designed to place your home directly in front of buyers who are most likely to be interested.

- **6,800+ Buyer Database**

We showcase your listing to our robust database of more than 6,800 people looking for their next home.

- **Agent Outreach**

Every active agent in the Treasure Valley receives details and a personalized website for your property, ensuring maximum exposure.

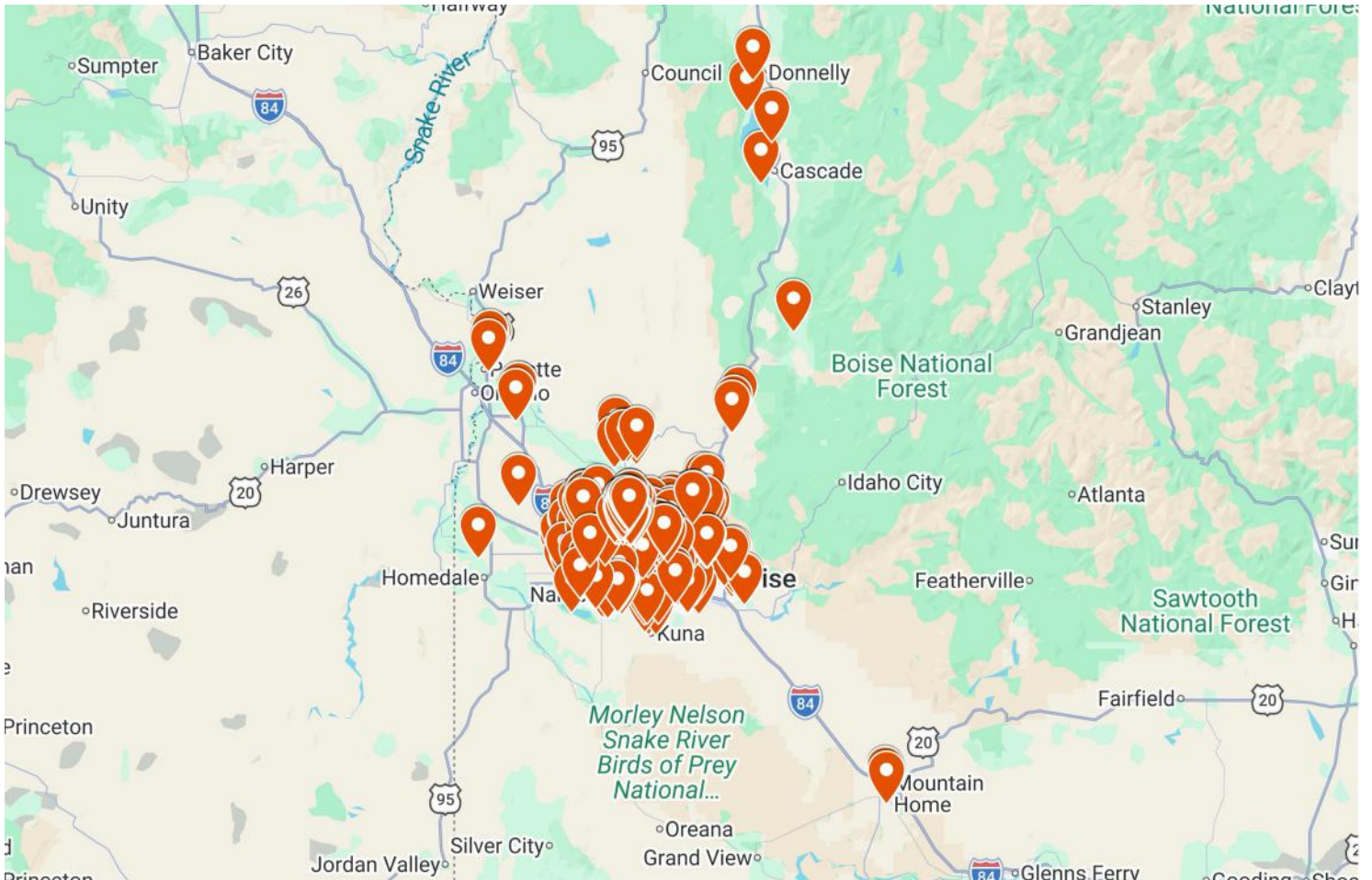
- **Neighborhood Notifications**

We notify surrounding neighbors, because sometimes your buyer may already live nearby, or know someone who wants to.

***While most agents work part-time and sell just a handful of homes a year, real estate is our full-time career and passion. Marketing homes is not just what we do, it's who we are.***

# AREAS WE SERVICE

*We specialize in the Treasure Valley and know these neighborhoods inside and out. Every pin on this map represents a real family we helped move, and local expertise you can count on when it's time to sell yours. Our deep knowledge of pricing trends, buyer demand, and neighborhood nuances across the valley means your home gets positioned to sell quickly and for top dollar.*



**600+**

HOMES SOLD

**\$350M+**

IN CAREER SALES

**200+**

5-STAR REVIEWS

## We Know the Valley Street by Street

Selling is about more than putting a sign in the yard. It's about knowing which streets are commanding premium prices right now, which features buyers in your zip code are willing to pay more for, and how to position your home against the competition. Our track record across these communities means you're not getting generic advice. You're getting hyper-local strategy backed by real results.

# WHAT A BUYER MAY INSPECT

*Buyers can request a wide range of inspections beyond the standard general inspection.*

*Our pre-listing inspection helps you get ahead of the most common findings, so none of these catch you off guard.*

- |                        |                         |                           |                             |
|------------------------|-------------------------|---------------------------|-----------------------------|
| • General Inspection   | • Septic System         | • Environmental           | • Carbon Monoxide           |
| • Roof                 | • Well Water            | • Trees & Landscaping     | • Water Rights              |
| • Radon                | • Fireplace & Chimney   | • Flood Risk              | • Outbuildings              |
| • Microbial Growth     | • Swimming Pool         | • Fire Risk               | • Easements                 |
| • Asbestos             | • Sewer Line Scope      | • Lawn & Sprinklers       | • Nearby Neighborhoods      |
| • Lead-Based Paint     | • Soil Testing          | • Drainage                | • Schools                   |
| • Electrical           | • Property Lines/Survey | • Odors                   | • EMF                       |
| • Plumbing             | • Noise & Traffic       | • Internet & Cell Service | • HOA / CCRs                |
| • HVAC                 | • Energy Audit          | • Rodents                 | • Thermal Imaging for Leaks |
| • Foundation/Structure | • Zoning and Permits    | • Termites                | • Fences                    |
| • Solar                | • Insurance             | • Sex Offender Registry   | • Smart Home Systems        |

## We Pay for Your Pre-Listing Inspection

Before your home ever hits the market, we arrange and cover the cost of a pre-listing home inspection. Why? Because surprises during a buyer's inspection can kill deals, lead to renegotiations, or cause buyers to walk away entirely. Knowing your home's condition upfront lets us address any issues on your terms, rather than under pressure, so you can sell with confidence, no last-minute surprises, and a plan already in place before any buyer ever walks through the door.

## OUR TRUSTED VENDOR NETWORK

*Need to make repairs before listing, freshen up the home, or handle fixes requested after inspection? Before we even hit the market, we'll walk through your home together and identify exactly what updates will make the biggest impact so that you're not spending money on things buyers won't notice or pay more for. Whether it's a targeted repair or a full refresh, we have a vetted network of local professionals ready to help, so you're never scrambling to find someone you can trust.*

### Painters

Interior & exterior, touch-up & full repaint

### Handyman

Pre-listing repairs & buyer fix requests

### HVAC

Service, tune-up & repair

### Movers

Local & long-distance moving services

### Landscaping

Curb appeal cleanup & maintenance

### Cleaning

Deep clean, move-out & move-in clean

### Electricians

Panel upgrades, repairs & permits

### Plumbers

Leak repair, fixture installs & upgrades

### Staging

Furniture & decor for showings

### Roofers

Inspecting potential roof issues and repairs

### Flooring

Carpet, Tile & LVP repairs and upgrades

### Contractors

General & specialty repair work

# HOW TO GET YOUR HOME LISTING READY

*The way your home shows matters. A little attention to detail and a few targeted fixes can make the difference between a slow listing and a strong one.*



Getting your home listing ready is about more than the physical condition of the property. Buyers need to be able to picture themselves living there. Lighting, paint colors, clutter levels, and small details around the home all shape that first impression. The checklist below covers what we'd focus on before your first showing.

## CURB APPEAL

- Trim bushes, trees, and shrubs
- Mow the lawn and maintain landscaping
- Clean or paint the front door if needed
- Make address numbers visible
- Replace broken outdoor fixtures
- Pressure-wash driveways and walkways

## DECLUTTER

- Remove personal items and family photos
- Clear countertops, tables, and mantels
- Organize closets and storage areas
- Pack away items not needed for staging

## INTERIOR CLEANING

- Deep clean all rooms, carpets, and windows
- Dust baseboards and ceiling fans
- Deodorize carpets and upholstery
- Clean mirrors and glass surfaces
- Organize cabinets and storage

## REPAIRS & MAINTENANCE

- Fix leaky faucets and running toilets
- Repair damaged fixtures and outlets
- Patch and paint cracks or chipped paint
- Ensure doors and windows open smoothly
- Repair broken tiles or floorboards



## NEUTRALIZE & PAINT

- Paint walls in neutral, light colors
- Touch up doors, trim, and baseboards

## KITCHEN & BATHROOMS

- Clean and declutter countertops
- Repair leaky faucets and fixtures
- Organize cabinets and drawers
- Polish sinks, mirrors, and fixtures
- Add fresh towels and bathmats

## LIGHTING

- Check all bulbs and fixtures
- Open curtains during showings
- Add lamps in dimly lit areas

## HVAC & APPLIANCES

- Confirm heating and cooling work properly
- Clean or replace air filters
- Provide recent maintenance records

## FINAL TOUCHES

Open curtains and blinds before showings • Set a comfortable thermostat temperature • Tidy before each showing

*A successful home sale starts with a well-prepared listing that gives buyers a clear picture of the home, whether they're walking through in person or viewing online. Work through the checklist above and your home will be ready for showings.*

# HOME LISTING ROADMAP

Selling a home can seem like a daunting task, but there's no need to feel overwhelmed when you work with Abmont Realty Group. Our team of experienced professionals takes care of most of the heavy lifting for you, from market analysis and home staging to negotiations and closing paperwork. We're here to guide you through each step, ensuring a smooth and stress-free experience.



# HOME INSPECTION CHECKLIST

A room-by-room walkthrough to help you see your home through a buyer's eyes

## EXTERIOR

GREAT OK POOR

Front and back door	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Screen and storm windows	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Siding, brick, or stucco	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mailbox	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Doorbell	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
House numbers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Garbage and recycling bins	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Paint and trim	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patios and decks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Roof and flashing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Chimney	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gutters and downspouts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Eaves and soffits	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Driveway and parking	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Garage and shed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Outdoor lighting	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drainage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Retaining wall	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Soil movement and grading	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Yard and landscaping	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sidewalks and walkways	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Traffic and street noise	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## KITCHEN

GREAT OK POOR

Windows	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Floor	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Walls and ceiling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lights and switches	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Outlets	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stove and oven	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Refrigerator	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sink and faucet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cabinets and countertops	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baseboards and trim	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## BATHROOM

GREAT OK POOR

Door	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Window	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Floor	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Walls and ceiling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sink and faucet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tub and shower	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Toilet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cabinets, shelves, and closet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Towel bars	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lights, switches, and outlets	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baseboards and trim	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## LIVING ROOM

GREAT OK POOR

Door	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Windows	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Carpet or flooring	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Walls and ceiling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Outlets and cable	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lights and switches	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baseboards and trim	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## HALLWAY

GREAT OK POOR

Floor	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Walls and ceiling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lights, switches, and outlets	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baseboards and trim	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stair treads	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stair structure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Landing and handrail	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## BEDROOMS

GREAT OK POOR

Door	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Windows	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Carpet or flooring	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Walls and ceiling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lights, switches, and outlets	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Closet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baseboards and trim	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Number of bedrooms: \_\_\_\_\_

## NOTES

Take notes as you walk – small fixes now prevent surprises during a buyer's inspection.

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# SAMPLE OF CLOSING FEES

Type: **Purchase**  
 Property: **8000 S MAIN ST  
 BOISE, ID 83702 (ADA)**

Seller(s): **JOHN WANNASELL  
 8000 S Main St  
 Boise, ID 83702**

Description	P.O.C.	Debit	Credit
<b>Deposits, Credits, Debits</b>			
Sale Price of Property			\$500,000.00
Seller Paid Buyer Closing Costs		\$1,500.00	
<b>Prorations</b>			
HOA Dues 8/12/2022 to 1/1/2023 @ \$700.00/Year			\$272.33
County Taxes 1/1/2022 to 8/12/2022 @ \$1,952.23/Year		\$1,192.73	
<b>Payoffs</b>			
Payoff of First Mortgage Loan to Aegis		\$130,000.00	
Payoff of Second Mortgage Loan to Aegis		\$15,900.00	
<b>Commissions</b>			
Listing Real Estate Commission to Test Real Estate Co		\$15,000.00	
Selling Real Estate Commission to Test Selling Brokerage		\$15,000.00	
<b>New Loans</b>			
Appraisal Fee to 123 Appraisals		\$450.00	
<b>Title Charges</b>			
Title - Owner's Title Insurance to TitleOne Corporation		\$1,618.39	
Title - Settlement or closing fee to TitleOne Corporation \$1,300.00		\$650.00	
Title - Service Release Fees (2) to TitleOne Corporation		\$160.00	
Title - Miscellaneous Title Charges - Wire Fees to TitleOne Corporation		\$30.00	
<b>Additional Settlement Charges</b>			
Water / Sewer / Trash to closing to Test 2. Trash Company		\$65.15	
<b>Totals</b>		<b>\$181,566.27</b>	<b>\$500,272.33</b>

**Balance Due TO Seller: \$318,706.06**

**APPROVED AND ACCEPTED**

SELLER(S)

\_\_\_\_\_  
 JOHN WANNASELL

SETTLEMENT COORDINATOR

\_\_\_\_\_  
 Dianna Stork

## THIS IS NOT A CONTRACT!

This document explains the duties a real estate brokerage & its licensees (a Brokerage) owe Idaho consumers, as outlined in the Idaho Real Estate Brokerage Representation Act (Idaho Code 54-2082 – 54-2097). **These duties are required by law!** A Brokerage **CANNOT** modify or eliminate any of them, even with your consent. It is recommended that you review this document **prior to discussing ANY personal information with a Brokerage.**

**THE TERM AGENCY** refers to the relationship between a Brokerage & consumers in a real estate transaction. The duties you're entitled to during the process depend on the type of relationship you have with a Brokerage. Understanding the relationships is essential in deciding whether you want to be a **CUSTOMER** or a **CLIENT**.

### CUSTOMERS

**ALL** consumers in a real estate transaction are owed the following **CUSTOMER** duties:

- Assist in transactions with honesty, good faith, skill, & care
- Disclose all known or reasonably knowable adverse material facts
- Properly account for property or money received

**IF** you sign a **Compensation Agreement**, you are **still** a Customer but a Brokerage **MUST**:

- Be available to timely present & receive written offers & counteroffers

**AS A CUSTOMER**, a Brokerage is **NOT** required to keep your info confidential or promote/protect your interests. If you want those services, you **MUST** sign a Representation Agreement to become a **CLIENT**.

### CLIENTS

The duties owed to **CLIENTS** are more extensive. These duties are **ONLY** owed to consumers who have signed a Representation Agreement with a Brokerage.

- Perform the terms of the written agreement with reasonable skill & care
- Promote your best interests in good faith, honesty & fair dealing
- Keep sensitive info confidential even after representation ends
- Properly account for property or money received
- Disclose all known or reasonably knowable adverse material facts
- Be available to present & receive written offers & counteroffers
- Assist in negotiating price & terms for the transaction

**IF YOU SIGN** a Representation Agreement & become a **CLIENT**, you'll need to know what type of options are available. In Idaho, you may be represented under **SINGLE AGENCY** or **LIMITED DUAL AGENCY**.

**SINGLE**

Under Single Agency, you are a Client & the Brokerage represents you, **AND ONLY YOU**, in your real estate transaction. The entire Brokerage is obligated to promote your best interests. The Brokerage is **NOT** allowed to represent the other party to the transaction.

If you are a **BUYER**, the Brokerage will seek a property for you to purchase with an acceptable price & other terms, and advise you to consult with appropriate professionals.

If you are a **SELLER**, the Brokerage will seek a buyer to purchase your property under acceptable terms, & seek proof of a buyer's financial ability to complete the transaction.

**LIMITED DUAL**

Limited Dual Agency means a Brokerage represents **BOTH** the buyer & the seller in the same transaction. This may occur if you buy a property listed by the same Brokerage or if the Brokerage finds a buyer for your property. There are **TWO** types of Limited Dual Agency:

**WITHOUT ASSIGNED AGENTS**

The Brokerage represents both Clients **EQUALLY**, without favoring either. The Brokerage **CANNOT** share confidential information & **MUST** protect both Clients' interests while fulfilling their agreements & duties with skill and care.

**WITH ASSIGNED AGENTS**

The Designated Broker authorizes an agent to represent each Client. The agents **MUST** protect **their assigned Client's** best interests, & keep Client info confidential. The Designated Broker remains neutral & ensures both agents fulfill their Client duties.



Still have questions? Scan the QR code or visit the website below for consumer resources & common FAQs!

[idrealestatehelp.my.canva.site/](http://idrealestatehelp.my.canva.site/)



**BROKERAGE:** \_\_\_\_\_

**DESIGNATED BROKER:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT:** Your signature is **ONLY** an acknowledgement that a licensee gave you a copy of this document. This is **NOT** a contract; you are under **NO** obligation to anything by signing.

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

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



# RE-16 SELLER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)

JANUARY 2026  
EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 **DATE:** \_\_\_\_\_ **AGENT:** \_\_\_\_\_  
2  
3 Acting as Agent for the Broker

4 **1. SELLER** \_\_\_\_\_  
5 retains \_\_\_\_\_ Broker of \_\_\_\_\_ as  
6 SELLER'S exclusive Broker to sell, lease, or exchange the property described below, (hereafter "Property"), on the terms stated herein or on other  
7 terms agreed to in writing by SELLER in future negotiations with any BUYER. SELLER retains BROKER and grants to BROKER the exclusive right  
8 to represent SELLER, where the SELLER is represented by only one broker for the duration stated herein and for the express purpose of representing  
9 SELLER in the sale, lease or exchange of the Property. Further, SELLER agrees, warrants and acknowledges that SELLER has not and shall not  
10 enter into any seller representation agreement with another broker to sell, lease or exchange the Property during the effective term of this agreement.  
11 SELLER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for  
12 compensation claimed for assisting SELLER during the duration of this agreement. **By appointing Broker as SELLER'S exclusive real estate**  
13 **broker, SELLER agrees to conduct all negotiations to sell the Property through Broker, and to refer to Broker all inquiries or leads received**  
14 **in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the time this Exclusive Seller**  
15 **Representation Agreement is in effect.**

16 **2. PROPERTY ADDRESS AND/OR LEGAL DESCRIPTION.** The property address and/or the complete legal description of the property are as set  
17 forth below.  
18 Address \_\_\_\_\_  
19 County \_\_\_\_\_ City \_\_\_\_\_, Idaho Zip \_\_\_\_\_  
20 Legal and/or Property Description \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 or  Legal and/or Property Description Attached as exhibit \_\_\_\_\_. **(Exhibit must accompany this agreement and be signed or**  
25 **initialed by SELLER.)**

26  
27 **3. TERM OF AGREEMENT.** The term of this Agreement shall commence on \_\_\_\_\_ and shall expire at 11:59 p.m.  
28 on \_\_\_\_\_ unless renewed or extended. If the SELLER accepts an offer to purchase or  
29 exchange, the term of this Agreement shall be extended through the closing of the transaction.

30  
31 **4. PRICE.** SELLER agrees to sell the Property for a total price of \$ \_\_\_\_\_  
32 \_\_\_\_\_ **DOLLARS**

33  
34 **5. FINANCING.** SELLER agrees to consider the following types of financing: *(Complete all applicable provisions).*  
35  FHA  VA  CONVENTIONAL  IHFA  RURAL DEVELOPMENT  Exchange  
36  Cash  Cash to existing loan(s)  Assumption of existing loan(s)  
37  SELLER will carry contract and accept a minimum down payment of \$ \_\_\_\_\_ and an acceptable secured note  
38 for the balance to be paid as follows:  
39

40 Other acceptable terms  
41

42  
43  
44 **6. BROKERAGE FEE.** Compensation is not set by law and is fully negotiable.  
45 (A) SELLER agrees to pay Broker the brokerage fee stated below if Broker or any person, including SELLER, procures a purchaser ready, willing  
46 and able to purchase, transfer or exchange the Property on the terms stated herein or on any other terms agreed to by SELLER in writing. The  
47 total brokerage fee shall be \_\_\_\_\_ % of the PRICE stated above unless the property sells for a different amount, in which case the brokerage fee  
48 will be the same percentage but will be based off the final sale price. Alternatively, SELLER agrees to pay Brokerage a flat fee of \$ \_\_\_\_\_.

49  
50 Of this total brokerage fee, \_\_\_\_\_ % of the PRICE or final sale price OR \$ \_\_\_\_\_ shall be shared with a cooperating brokerage (selling  
51 brokerage) who procures a purchaser ready, willing and able to purchase, transfer or exchange the Property. Broker shall disseminate the amount  
52 stated in this paragraph as well as provide it to any third party who requests it. In the event of an unrepresented buyer or if there is no cooperating  
53 brokerage (selling brokerage), Broker shall receive the full brokerage fee.  
54

55 In the event SELLER, subsequent to signing this agreement, executes a purchase and sale agreement with a purchaser or any other agreement,  
56 consenting to pay a cooperating brokerage (selling brokerage), an amount different than the amount stated in this agreement, the subsequent  
57 agreement shall control, and the total brokerage fee to SELLER'S Broker shall be increased or decreased accordingly, for that transaction only.  
58 Unless otherwise agreed to in writing, any reduction in the commission provided to a cooperating brokerage (selling brokerage) shall benefit  
59 SELLER. The modification referenced in this paragraph shall not apply in transactions involving an unrepresented buyer.  
60

61 The fee shall be paid in cash at closing and deducted from the seller's proceeds on the settlement statement unless otherwise designated by the  
62 Broker in writing.  
63

**SELLER'S Initials (\_\_\_\_) (\_\_\_\_) Date:** \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_

64 (B) If Broker procures a lessee ready, willing and able to lease the Property on the terms stated herein, or on any other price and terms
65 agreed to in writing, the SELLER agrees to pay a total brokerage fee of the greater of: \_\_\_\_\_% of the total base rent OR
66 \_\_\_\_\_ month's rent OR a one-time flat fee of \$\_\_\_\_\_. Of this total brokerage fee, \_\_\_\_\_% of the total base rent
67 OR \_\_\_\_\_ month's rent OR a one-time flat fee of \$\_\_\_\_\_ may be shared with the lessee's brokerage, in the event lessee has no
68 brokerage, Broker shall receive the full brokerage fee. Any applicable flat fee shall be paid in cash upon execution of the lease agreement unless
69 otherwise designated by the Broker in writing. Base rent is defined as the specific minimum rent owed by lessee to SELLER each month. In
70 addition, if the lease is a 'lease to own' contract, or if the lessee exercises an option to purchase under the lease, then in addition to the terms
71 specified in this section (b), Broker shall also be entitled to the brokerage fee enumerated in section (a) above.

72
73 In the event SELLER, subsequent to signing this agreement, executes a lease agreement with a lessee or any other agreement, consenting to pay
74 cooperating brokerage (selling brokerage), an amount different than the amount stated in this agreement, the subsequent agreement shall control,
75 and the total brokerage fee to SELLER'S Broker shall be increased or decreased accordingly. Unless otherwise agreed to in writing, any reduction
76 in the commission provided to a cooperating brokerage (selling brokerage) shall benefit SELLER. The modification referenced in this paragraph
77 shall not apply in transactions involving an unrepresented buyer.

78
79 (C) Further, the brokerage fee is payable if the Property or any portion thereof or any interest therein is, directly or indirectly, sold, exchanged or
80 optioned or agreed to be sold, exchanged or optioned within \_\_\_\_\_ calendar days (ninety [90] if left blank) following expiration of the term
81 hereof to any person who has examined, been introduced to or been shown the Property during the term hereof; unless SELLER enters into a
82 Seller Representation Agreement to market said Property with another Broker. This subsection (C) shall survive the term or termination of this
83 Agreement unless explicitly revoked in a written document signed by Broker and Client.

84
85 (D) This is a contract for a specific term. In the event SELLER breaches this representation agreement by terminating it prior to its expiration, said
86 termination shall be deemed to be wrongful interference which prevented Broker from performing Broker's duties hereunder and as a special
87 condition of this agreement SELLER shall be liable to Broker for a cancellation fee equal to \_\_\_\_\_% of the PRICE enumerated in Section 4
88 above or \$\_\_\_\_\_. This cancellation fee is only available if Broker is not compensated under Sections 6A or 6B above. This fee shall
89 be the minimum amount owed to Broker as SELLER may be liable for further payment to Broker if Broker becomes obligated to pay third parties,
90 including but not limited to commissions owed to Buyer's agents if SELLER was under contract at the time of breach.

91
92 **7. ADDITIONAL FEES:**

93
94
95
96 **8. INCLUDED ITEMS.** SELLER agrees to leave with the premises all seller-owned attached floor coverings, television wall mounts, satellite dish,
97 electronic doorbells and locks, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window
98 coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace
99 equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks, and irrigation fixtures and equipment,
100 if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise
101 provided herein.
102 Also included: \_\_\_\_\_

103
104
105 **9. EXCLUDED ITEMS.**

106
107
108
109
110 **10. FARM/CROPS/TIMBER RIGHTS:** SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have
111 been planted on the PROPERTY prior to the date of a purchase and sale agreement, even though said harvest time may occur subsequent thereto,
112 unless otherwise agreed to in writing. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest
113 the timber unless the right to remove same shall be established in writing. Notwithstanding the provisions hereof, any tenant who shall be leasing the
114 PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as
115 previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE PROVIDED TO BUYER UPON**
116 **BUYER'S REQUEST.**

117
118 **11. WATER & MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this
119 PROPERTY, and are not leased or encumbered, unless otherwise disclosed by the SELLER in writing. Any and all water rights including but not
120 limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are
121 included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

122
123
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129
SELLER'S Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

130 **12. TITLE AND EXISTING ENCUMBRANCES.** Title to the Property is to be conveyed by Warranty Deed unless otherwise provided herein, and is  
131 to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use restrictions, building  
132 and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or of record. The individual  
133 executing this Agreement warrant and represents that said individual either owns the Property or has full power and right to enter into this Agreement  
134 and to sell and convey the Property on behalf of the SELLER and that to the best of said individual's knowledge the Property is in compliance with  
135 all applicable building and zoning regulations and with any applicable covenants and restrictions affecting the Property except:  
136  
137  
138  
139

140 The SELLER agrees to provide good and marketable title to the Property at the time of closing. The Property is currently encumbered by the following  
141 liens: None 1st Mortgage 2nd Mortgage Home Equity Loan Other \_\_\_\_\_  
142

143 If encumbered, the loan payments are current yes no; If no, the Property is is not currently under foreclosure proceedings. If Property is  
144 currently or becomes involved in foreclosure proceedings, Idaho law requires certain additional disclosures to be provided in a separate form and  
145 affixed to the Purchase and Sale Agreement. Foreclosure means that a trustee or beneficiary has filed a notice of default in the county where the  
146 Property identified in Section 2 is situated and in addition to any statements required by Idaho law, the notice also states that trustee or beneficiary  
147 has elected to sell the Property to satisfy the obligation.  
148

149 SELLER is aware that some loans have a recapture provision or prepayment penalty and SELLER may be required to pay additional funds to satisfy  
150 such recapture or penalty.  
151

152 **13. MULTIPLE LISTING SERVICE AUTHORIZATION.** (Name of MLS) \_\_\_\_\_  
153

154 \_\_\_\_\_ / \_\_\_\_\_ By initialing this line, it is understood that Broker is a member of the above MLS. SELLER authorizes and directs Broker  
155 (Initial) to submit a Property Data Sheet and any authorized changes to MLS as required in the Rules and Regulations of the above MLS.  
156 SELLER understands and agrees that any MLS information regarding the above Property will be made available to Buyer's Agents  
157 and/or Dual Agents. SELLER acknowledges that pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not  
158 confidential client information.  
159

160 **14. LOCKBOX AUTHORIZATION.**

161 \_\_\_\_\_ / \_\_\_\_\_ By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the Property  
162 (Initial) shall be placed on any building located on the Property. SELLER authorizes MLS Keyholders to enter said Property to  
163 inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss.  
164  
165

166 **15. AVM AND BLOGGING AUTHORIZATION.**

167 SELLER does does not agree to allow for Automated Valuation Model (AVM).  
168 SELLER does does not agree to allow blogging and or consumer comments.  
169

170 **16. ADVERTISING AUTHORIZATION.**

171 SELLER does does not agree to allow listing documents and information to be displayed on the Internet.  
172 SELLER does does not agree to allow address to be displayed on Internet.  
173 SELLER does does not agree to allow Broker to advertise said Property in print media.  
174 SELLER does does not agree to allow Broker to advertise said Property in other advertising media.  
175 SELLER does does not agree to allow Broker to place the Broker's sign on Property.  
176 SELLER does does not agree to allow Broker or a third party to take photography/video of the Property for advertisement purposes, including  
177 utilizing an unmanned aircraft system (drone).  
178

179 **17. SELLER'S PROPERTY DISCLOSURE FORM.** If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) calendar days after  
180 execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) business days  
181 from receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER'S Agents.  
182 Buyer rescission must be based on a specific written objection to a disclosure made in the Seller's Property Disclosure Form.

183 **18. LEAD BASED PAINT DISCLOSURE.** SELLER has been advised of disclosure obligations regarding lead-based paint and lead-based paint  
184 hazards in the event Property is a defined "Target Housing" under Federal Regulations. The term lead-based paint hazard is intended to identify lead-  
185 based paint and all residential lead-containing dusts and soils **regardless of the source of lead.**  
186

187 Said Property is is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and Acknowledgment Form  
188 provided and deliver to my agent all records, test reports or other information related to the presence of lead-based paint or lead-based paint hazards,  
189 if any. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care  
190 center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The  
191 contractor shall be certified and follow specific work practices to prevent lead contamination  
192  
193  
194  
195

**SELLER'S Initials (\_\_\_\_) (\_\_\_\_) Date:\_\_\_\_\_**

PROPERTY ADDRESS: \_\_\_\_\_

196 **19. TRANSACTION RELATED SERVICES DISCLAIMER:** SELLER understands that Broker is qualified to advise SELLER on general matters  
197 concerning real estate, but may not offer legal or accounting advice and is not an expert in matters of law, tax, financing, surveying, structural  
198 conditions, property inspections, water rights, mineral rights, hazardous materials, or engineering. SELLER acknowledges that Broker advises  
199 SELLER to seek expert assistance for advice on such matters. The Broker or Broker's agents may identify individuals or entities who provide services  
200 including but not limited to the following; home inspections, appraisals, environmental assessment inspection, code compliance inspection, title  
201 insurance, closing and escrow services, loans and refinancing services, construction and repair services, legal and accounting services, and/or  
202 surveys. SELLER understands that the identification of these service providers is solely for SELLER'S convenience and that the Broker and their  
203 agents are **not guaranteeing or assuring** that the service provider will perform its duties in accordance with SELLER'S expectations or any particular  
204 standard. Through identification, Broker makes no express or implied representation as to a service provider's experience or license, registration,  
205 insurance or bonding status. SELLER has the right to make arrangements with any individual or entity SELLER chooses to provide any services. In  
206 the event that Broker identifies or recommends any particular service provider, SELLER, by using said service provider, thereby releases and holds  
207 harmless the Broker and Broker's agents from any claims by SELLER that the service provider breached their agreement, was negligent,  
208 misrepresented information, caused damage or injury, or otherwise failed to perform in accordance with SELLER'S expectations or any particular  
209 standard. In the event SELLER requests Broker or Broker's agent to pay for any products or services from third parties, SELLER agrees to reimburse  
210 Broker or Broker's agent upon demand regardless of closing.

212 **20. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned SELLER has received, read and understand  
213 the Agency Disclosure Brochure prepared by the Idaho Real Estate Commission. The undersigned SELLER understands that the brokerage involved  
214 in this transaction may be providing agency representation to both SELLER and Buyer. The undersigned SELLER each understands that, as an  
215 agent for both SELLER/client and Buyer/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client  
216 over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors  
217 motivating Buyer/client to buy or SELLER/client to sell without specific written permission of the client to whom the information pertains. The specific  
218 duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho  
219 Code. The undersigned SELLER understands that a limited dual agent does not have a duty of undivided loyalty to either client.  
220 The undersigned SELLER further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation,  
221 individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in  
222 Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain  
223 a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients,  
224 to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information  
225 of any other client with whom the brokerage has an agency relationship.

227 **21. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** SELLER acknowledges that Broker as  
228 named above has disclosed the fact that at times Broker acts as agent(s) for other Buyers and for SELLERS in the sale of the Property. SELLER has  
229 been advised and understands that it may create a conflict of interest for Broker to introduce Buyers to SELLER Client's Property because Broker  
230 could not satisfy all of its Client duties to both Buyer Client and SELLER Client in connection with such a showing or any transaction which resulted.  
231 **Based on the understandings acknowledged, SELLER makes the following election:** (Make one selection only)

232 \_\_\_\_\_ / \_\_\_\_\_  
233 Initials  
234 **Limited Dual Agency** SELLER does want Broker to introduce any interested Client of Broker to Client SELLER'S Property and hereby  
235 **and/or** agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known  
236 **Assigned Agency** to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will  
237 act in an unbiased manner to assist the SELLER and Buyer in the introduction of Buyers to such SELLER Client's  
238 **OR** **limited dual agency** capacity. Further, SELLER agrees that Broker may offer, but is not obligated to offer,  
239 **assigned agency** representation, and if offered by the Broker, SELLER authorizes Broker to act in such capacity.

242 \_\_\_\_\_ / \_\_\_\_\_  
243 Initials  
244 **Single Agency** SELLER does not want Broker to introduce interested Buyer Clients to Client SELLER'S Property and hereby  
releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no  
obligation or duty to introduce the Buyer to any Client SELLER'S Property.

245 **22. OTHER POTENTIAL SELLERS AND BUYERS:** SELLER understands that potential buyers may consider, make offers on, or purchase through  
246 Broker, the same or similar properties as SELLER is seeking to sell. SELLER also understands that other potential sellers may be represented and  
247 thus receive offers on, or sell through Broker, the same or similar properties as SELLER is seeking to sell. SELLER consents to Broker's  
248 representation of potential buyers and other sellers before, during, and after the expiration of this Agreement and further releases Broker of any  
249 conflicting Agency duties that may arise through said representation.

251 **23. INFORMATION WARRANTY.** SELLER warrants that all information provided by SELLER herein and hereafter will be true and correct. Unless  
252 specifically stated in writing, SELLER grants Broker the right to share with prospective BUYERS any documents provided to Broker and agrees said  
253 documents are not confidential, SELLER further and specifically affirms SELLER is authorized to share tenant information with Broker and authorizes  
254 Broker to share the same with prospective BUYERS.

256 **24. DEPOSIT.** Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the Property and  
257 shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S acceptance of any  
258 such offer.

**SELLER'S Initials (\_\_\_\_) (\_\_\_\_) Date:\_\_\_\_\_**

PROPERTY ADDRESS: \_\_\_\_\_

261 **25. COST REIMBURSEMENT:** If BUYER defaults in the performance of any purchase and sale agreement procured under this Agreement, and  
 262 SELLER becomes entitled to Earnest Money, the holder of the Earnest Money shall pay out of the Earnest Money the costs incurred by SELLER'S  
 263 Broker related to the transaction, including, without limitation, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney  
 264 fees. If SELLER elects to accept the Earnest Money as liquidated damages, the holder of the Earnest Money shall first pay from the Earnest Money  
 265 the aforementioned costs incurred by SELLER'S Broker, and then pay any balance of the Earnest Money, one-half to SELLER and one-half to  
 266 SELLER'S Broker, provided the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. In the event SELLER  
 267 defaults under any purchase and sale agreement procured under this Agreement, SELLER shall be liable to Broker for any costs incurred by  
 268 SELLER'S Broker related to this Agreement.

269  
 270 **26. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, SELLER agrees that in the event  
 271 of any controversy regarding the Earnest Money and/or items of value held by Broker or closing agency, Broker may reasonably rely on the terms of  
 272 this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing  
 273 agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may  
 274 interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred  
 275 as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any  
 276 Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or  
 277 SELLER.

278  
 279 **27. GENERAL PROVISIONS.** In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the defaulting  
 280 party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs,  
 281 including fees and cost upon appeal, and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be  
 282 interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the  
 283 benefit of their heirs, personal representatives, successors and assigns.

284  
 285 **28. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are  
 286 subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money  
 287 being exchanged. SELLER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer  
 288 instructions contained in an email from any party is inherently dangerous and should be avoided. SELLER agree that if SELLER use, or authorize  
 289 the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company  
 290 harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage  
 291 relating to the conduct of third parties influencing the transfer process or stealing funds.

292  
 293 **29. NON-DISCRIMINATION.** SELLER and Broker acknowledge that it is illegal to discriminate in the showing, sale or leasing of the Property on the  
 294 basis of race, religion, color, sex, marital status, national origin, familial, or handicapped status of such person.

295  
 296 **30. SINGULAR AND PLURAL** terms each include the other, when appropriate.

297  
 298 **31. TRANSMISSION OF DOCUMENTS.** Facsimile or electronic transmission of any signed original document and retransmission of any signed  
 299 facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the lender, or the  
 300 Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

301  
 302 **32. AUTHORITY OF SIGNATORY:** If SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its  
 303 behalf warrants his or her authority to do so and to bind SELLER.

304  
 305 **33. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT** The terms hereof, and any addendums or exhibits constitute the  
 306 entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a  
 307 written agreement signed by each of the parties.

308  
 309 **34. SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid,  
 310 illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired  
 311 thereby.

312  
 313 **35. BROKERS ARE REQUIRED TO PRESENT ALL WRITTEN OFFERS UP UNTIL THE TIME OF CLOSING (per Idaho Code §54-2051).**

314  
 315 **36. COMMUNICATION: Failure of SELLER to reasonably maintain communication with BROKER is a breach of this agreement.**

316  
 317 **37. FORCE MAJEURE:** Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's  
 318 timely performance of this agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond  
 319 the control of the party affected and could not have been avoided or overcome by exercising reasonableness or diligence. Force Majeure Events  
 320 include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

321  
 322 **38. ACCESS.** SELLER acknowledges that by entering into this contract SELLER is requesting Broker to allow prospective buyers, their associates  
 323 and agents access to the Property and that it is impossible for Broker to screen and/or monitor all such individuals. Therefore, SELLER shall hold  
 324 Broker harmless from all liability resulting from said access, including but not limited to, liability arising from exposure to disease-causing organisms  
 325 and objects such as viruses and bacteria.

326  
 327

SELLER'S Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_

328 **39. OTHER TERMS AND CONDITIONS:**

329

330

331

332 **CONTRACTOR REGISTRATION # (if applicable)** \_\_\_\_\_

333

334

335 SELLER Signature	Date	Agent or Broker (on behalf of Brokerage) Signature	Date
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336

337

338 Phone	Email	Brokerage Address
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340

341 SELLER Signature	Date	Brokerage Phone	Email
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344 Phone	Email	Agent Phone	Email
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345

346

347 Address \_\_\_\_\_



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.



1 ID# \_\_\_\_\_ DATE \_\_\_\_\_
2 LISTING BROKERAGE \_\_\_\_\_ Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_
3 Listing Agent \_\_\_\_\_ E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_
4 SELLING BROKERAGE \_\_\_\_\_ Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_
5 Selling Agent \_\_\_\_\_ E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_

7 THE RESPONSIBLE BROKER SHALL BE: \_\_\_\_\_

9 1. BUYER:
10 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
11 "PROPERTY" COMMONLY KNOWN AS \_\_\_\_\_
12 City \_\_\_\_\_ County \_\_\_\_\_ ID, Zip \_\_\_\_\_ legally described as: \_\_\_\_\_

17 OR Legal Description Attached as exhibit \_\_\_\_\_ (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

19 2. \$ \_\_\_\_\_ PURCHASE PRICE: \_\_\_\_\_ DOLLARS,
20 payable upon the following TERMS AND CONDITIONS (not including closing costs):
21 This offer is contingent upon the sale, refinance, and/or closing of any other property  Yes  No

23 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

25 (A). \$ \_\_\_\_\_ EARNEST MONEY: \_\_\_\_\_ DOLLARS
26 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by: Held By: Delivered: Deposited:
 Cash  Responsible Broker  With Offer  Upon Receipt and Acceptance
 Personal Check  Closing Company  Within \_\_\_\_\_ business days (three [3] if left blank) of acceptance.  Upon Receipt Regardless of Acceptance
 Cashier's Check  See Section 5  See Section 5  See Section 5
 Wire/Electronic Transfer
 Note
 See Section 5

27 (B). ALL CASH OFFER:  YES  NO If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within \_\_\_\_\_ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation, acceptable to the SELLER, of sufficient funds necessary to close transaction Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

33 (C). \$ \_\_\_\_\_ NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this agreement is contingent upon BUYER obtaining the following financing:
34 FIRST LOAN of \$ \_\_\_\_\_ not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_% for a period of \_\_\_\_\_ year(s) at: Fixed Rate Other \_\_\_\_\_
35 SECOND LOAN of \$ \_\_\_\_\_ through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_% for a period of \_\_\_\_\_ year(s) at: Fixed Rate Other \_\_\_\_\_.
36 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

41 LOAN APPLICATION: BUYER has applied OR shall apply for such loan(s). Within \_\_\_\_\_ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and within \_\_\_\_\_ business days (two [2] if left blank) from receipt of the appraisal shall have the option to notify BUYER of said price reduction; upon SELLER'S notice of price reduction all parties shall proceed with the transaction. BUYER may also waive the right to obtain a loan or apply for a loan with conditions and costs more favorable to BUYER so long as the new loan does not increase the costs or requirements to the SELLER.

BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

51 If such written confirmation required in 3(B) or 3(C) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this
52 agreement by notifying BUYER(S) in writing of such cancellation within \_\_\_\_\_ business days (three [3] if left blank) after written confirmation either was
53 received or required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such
54 written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the
55 transaction. SELLER'S approval shall not be unreasonably withheld.

56
57 **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the
58 purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given
59 in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct
60 Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall
61 have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised
62 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the
63 value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

64
65 **(D). \$ \_\_\_\_\_ ADDITIONAL FINANCIAL TERMS:**
66  Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
67  Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

68
69 **(E). \$ \_\_\_\_\_ APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs):** Cash at closing
70 to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. Buyer is obtaining
71 proceeds from a third party, non-lender source:  Yes  No (No if left blank).

72
73
74 **4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES:** Unless specifically stated in this section all contingencies in this
75 agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised on or before the day that is
76 \_\_\_\_\_ calendar days (seven [7] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise
77 any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this agreement is properly terminated under a specific
78 provision of this agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the
79 transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. In the event any contingency has been waived
80 or a contingency deadline has expired and thereafter closing is extended or rescheduled to occur on a later date, said extension shall not reinstate the waived
81 or expired contingency without a mutually executed written agreement containing language specifically reinstating the same. This contingency deadline shall
82 not apply to the following contingency(ies):

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84
85
86 **5. OTHER TERMS AND/OR CONDITIONS:** This agreement is made subject to the following special terms, considerations and/or contingencies.

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98 **6. ITEMS INCLUDED & EXCLUDED IN THIS SALE:** All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE**
99 **PURCHASE PRICE** (unless excluded below) and shall be transferred free of liens and in as-is condition. These include, but are not limited to, all seller-owned
100 attached floor coverings, television wall mounts, satellite dish, electronic doorbells and locks, attached plumbing, bathroom and lighting fixtures, window
101 screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water
102 heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel
103 tanks, and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise
104 provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any
105 oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property
106 described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

107
108 **(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:**

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110
111
112 **(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:**

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114
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118
119
120 BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

120 **7. MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER are included in and are part of the sale of this  
 121 PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

122  
 123 **8. WATER RIGHTS:** Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights,  
 124 and the like, if any, appurtenant to the PROPERTY and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased  
 125 or encumbered, unless otherwise agreed to by the parties in writing.

126  
 127 **9. FARM/CROPS/TIMBER RIGHTS:** SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been  
 128 planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract,  
 129 unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to  
 130 harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who  
 131 shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance  
 132 as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

133  
 134 **10. TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except  
 135 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental  
 136 unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase  
 137 money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist  
 138 unless otherwise specified in this agreement.

139  
 140 **11. TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement  
 141 are advised to talk to a title company about other coverages that may provide the parties additional title protection.

142  
 143 **(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs:** Within \_\_\_\_ business days (six [6] if left blank) of final acceptance of all parties, SELLER or  
 144 BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy disclosing the condition of the title to said PROPERTY and a copy of  
 145 any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have \_\_\_\_ business days (two [2] if left blank) after receipt  
 146 of the preliminary commitment and CC&Rs, within which to object in writing which shall state the objectionable terms of the title disclosure or CC&Rs.

147  
 148 After receipt of the initial preliminary title commitment, in the event of any revised disclosure from the Title Company regarding the condition of the title to  
 149 the PROPERTY, BUYER shall have an additional timeframe after receipt within which to object in writing to the amended condition of the title, the objection  
 150 must be based on a specific condition stated in the revised disclosure that was not previously disclosed; BUYER'S timeframe shall be the same duration as  
 151 that of the initial disclosure stated above.

152  
 153 If BUYER does not timely object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If BUYER objects to a term contained  
 154 in the CC&Rs then this Agreement shall terminate and any Earnest Money shall be returned to BUYER unless it has become non-refundable. If BUYER  
 155 objects to a condition stated in a title disclosure SELLER shall have the option to correct the condition objected to, within \_\_\_\_ business days (two [2] if left  
 156 blank) after SELLER'S receipt of a written objection. If SELLER does not make the correction then this Agreement shall terminate and any Earnest Money  
 157 shall be returned to BUYER unless it has become non-refundable, in addition SELLER shall pay for the cost of title insurance cancellation fee, escrow and  
 158 legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER'S legal rights to challenge CC&R terms directly with a homeowner's  
 159 association after closing.

160  
 161 If SELLER was unaware that a circumstance, condition or defect was affecting title to the PROPERTY and learns of the same in a disclosure from the Title  
 162 Company, then SELLER shall have the option to terminate this Agreement by notifying BUYER in writing of such termination within \_\_ business days (two  
 163 [2] if left blank) after receipt of the document disclosing the circumstance, condition or defect; upon said termination any Earnest Money shall be returned  
 164 to BUYER unless it has become non-refundable.

165  
 166 **(B). TITLE COMPANY:** The parties agree that \_\_\_\_\_ (herein "Title  
 167 Company") located at \_\_\_\_\_ shall provide the title policy and preliminary report of commitment.

168  
 169 **(C). STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the  
 170 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out  
 171 in this agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard  
 172 coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S  
 173 request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER  
 174 desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless  
 175 otherwise provided herein.

176  
 177 **(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage  
 178 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the  
 179 public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

180  
 181 **12. INSPECTION: (A). BUYER chooses to conduct inspections not to conduct inspections.** If BUYER chooses not to conduct inspections, skip  
 182 Sections 12(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right  
 183 to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make  
 184 BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY  
 185 free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the  
 186 inspections. SELLER shall make the PROPERTY available for inspection, including, but not limited to, the electrical control panel, attic, HVAC, and crawlspace,  
 187 and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than \_\_\_\_ business days (two [2] if left blank) from  
 188 acceptance for the inspection except for phone, cable and internet. **No inspections may be made by any governmental building or zoning inspector or  
 189 government employee without the prior consent of SELLER unless required by local law.**

BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

190  This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of  
191 the short sale by the mortgage company and/or all lien holders.  
192

193 **(B) TIMEFRAME(S) FOR INSPECTIONS**

194 **1) PRIMARY INSPECTION:** Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects  
195 of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts  
196 and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary  
197 Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within \_\_\_\_\_ business days (five  
198 [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination  
199 of this agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections  
200 other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.  
201

202 **2) SECONDARY INSPECTION:** Items or conditions marked below, if any, allow BUYER the indicated time to conduct inspection of only those items or  
203 conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 12(B)(1) Primary Inspection timeframe. BUYER  
204 shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written  
205 notice of termination of this agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall  
206 end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided  
207 under this subsection is unrelated to a notice provided under subsection 12(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless  
208 otherwise noted in the *Costs Paid By* section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary  
209 Inspection timeline:

- 210  Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within \_\_\_\_\_ business days (ten [10] if left  
211 blank) from acceptance.
- 212  Septic Inspection and required Pumping which shall be completed and notice provided within \_\_\_\_\_ business days (ten [10] if left blank) from  
213 acceptance.
- 214  Survey which shall be completed and notice provided within \_\_\_\_\_ business days (ten [10] if left blank) from acceptance.
- 215  Other Inspection #1: \_\_\_\_\_ which shall be completed and notice provided within \_\_\_\_\_ business  
216 days (ten [10] if left blank) from acceptance.
- 217  Other Inspection #2 \_\_\_\_\_ which shall be completed and notice provided within \_\_\_\_\_ business  
218 days (ten [10] if left blank) from acceptance.

219  
220 **(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:**

221 Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 12(B)(2) above, shall also apply independently and repeatedly to  
222 each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required,  
223 if additional time was reserved in 12(B)(2) there may be multiple notices.  
224  
225

226 1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination  
227 of this agreement under the Primary Inspection or any particular 12(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition,  
228 conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all  
229 liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate  
230 based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and  
231 inspections.  
232

233 2). If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this agreement based on any unsatisfactory  
234 inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.  
235

236 3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items/conditions, **it shall end BUYER'S timeframe**  
237 **for that particular inspection and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if  
238 applicable. Upon receipt of written notice SELLER shall have \_\_\_\_\_ business days (three [3] if left blank) in which to respond in writing. SELLER, at  
239 SELLER'S option, may agree to address the items/conditions as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing  
240 to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a  
241 written response from SELLER that rejects BUYER'S requests, in whole or in part, **said response shall be irrevocable without consent of BUYER** and  
242 BUYER may proceed under 12(C)(4) below. **If SELLER does not respond in writing within the strict time period it shall be deemed a SELLER**  
243 **response electing not to correct any disapproved items/conditions.**  
244

245 4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, then within \_\_\_\_\_ business days  
246 (three [3] if left blank) of SELLER'S response, **the BUYER has the option of 1)** negotiating with SELLER to obtain a modification of SELLER'S response  
247 **2)** proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S  
248 notice, or **3)** giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. **If within the**  
249 **strict time period specified in this paragraph** BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation,  
250 BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions  
251 stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection  
252 reserved under 12(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 12(B)(2).  
253

254 **(D). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.**  
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256  
257  
258

BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

259 **13. LEAD PAINT DISCLOSURE:** The subject PROPERTY  is  is not defined as "Target Housing" regarding lead-based paint or lead-based paint
260 hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils **regardless of the**
261 **source of the lead.** If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information
262 pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been
263 provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract
264 is contingent upon BUYERS right to have the PROPERTY tested for lead-based paint hazards to be completed no later than \_\_\_\_\_ or the
265 contingency will terminate, (d) that BUYER hereby  waives  does not waive this right, (e) that if test results show unacceptable amounts of lead-based
266 paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-
267 based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest
268 money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility
269 such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate
270 Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.
271

272 **14. MOLD DISCLAIMER:** BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges
273 and agrees to accept full responsibility and risk for any matters that may result from mold and/ or other microorganisms and to hold SELLER and any Broker
274 or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.
275

276 **15. SQUARE FOOTAGE AND BOUNDARY VERIFICATION:** BUYER is aware that any reference to the square footage, the boundaries and/or
277 property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to
278 the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed
279 barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.
280

281 **16. RIGHT TO FARM:** BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects,
282 agricultural land use by limiting certain nuisances.
283

284 **17. SELLER'S PROPERTY CONDITION DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar
285 days after execution of this agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER
286 has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this agreement:  Yes  No  N/A. **If yes, BUYER and**
287 **SELLER agree that the three (3) business day statutory timeframe for BUYER'S rescission shall run from acceptance of this agreement.**
288

289 **18. SUBDIVISION HOMEOWNER'S ASSOCIATION:** BUYER is aware that membership in a Home Owner's Association may be required and BUYER
290 agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be
291 subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed
292 Homeowner's Association Documents:  Yes  No  N/A. Association dues are \$ \_\_\_\_\_ per \_\_\_\_\_.
293  BUYER  SELLER  Shared Equally  N/A to pay Association SET UP FEE of \$ \_\_\_\_\_ at closing.
294  BUYER  SELLER  Shared Equally  N/A to pay Association PROPERTY TRANSFER FEES of \$ \_\_\_\_\_ at closing.
295 Association Fees are governed by Idaho Code Title 55, Chapters 15 and 32.
296 The SELLER to pay any additional costs if more than the amounts stated in this section.
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BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

324 **19. COSTS PAID BY:** The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise**  
 325 **indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach  
 326 of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an  
 327 inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those  
 328 set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be  
 329 provided to the other party within the time period specified in Section 12.  
 330

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee					Title Ins. Standard Coverage Owner's Policy				
Appraisal Re-Inspection Fee					Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				
Closing Escrow Fee					Additional Title Coverage				
Lender Document/Processing Fee					Domestic Well Water Potability Test Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				
Lender Tax Service Fee					Domestic Well Water Productivity Test Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				
Flood Certification/Tracking Fee					Septic Inspections Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				
Lender Required Inspections					Septic Pumping Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				
Attorney Contract Preparation or Review Fee					Survey Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				
					Water Rights/Shares Transfer Fee				

331 **Upon closing SELLER agrees to pay  \_\_\_\_\_ % of the purchase price OR  \$ \_\_\_\_\_ (dollar amount) (N/A if left blank) as a SELLER**  
 332 **concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to**  
 333 **those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER'S**  
 334 **discretion.**

335 **SELLER agrees to pay up to \$ \_\_\_\_\_ (\$0 if left blank) of lender required repair costs only.**  
 336 BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.  
 337  
 338

339 **20. SELLING BROKERAGE COMPENSATION PAID BY SELLER AND/OR LISTING BROKERAGE:**

- 340  SELLER agrees to pay Selling Brokerage compensation of an amount equal to \_\_\_\_\_ % of the final sales price OR other: \_\_\_\_\_.
- 341 SELLER'S payment obligation may be satisfied by Selling Brokerage receiving compensation from Listing Brokerage, from SELLER, or any
- 342 combination of the two. The parties' agreement as stated in this subsection is expressly and primarily for the benefit of the Selling Brokerage, a
- 343 third party, who shall have direct enforcement rights to collect the specified payment pursuant to Idaho Code 29-102 and other relevant laws.
- 344
- 345  Selling Brokerage compensation does not need to be addressed in this agreement.
- 346

347 A Selling Brokerage's entitlement to compensation is conditioned upon Selling Brokerage procuring a buyer ready, willing and able to purchase, transfer  
 348 or exchange the PROPERTY. Real estate broker compensation is not set by law and is fully negotiable. Selling Brokerage's compensation shall be paid  
 349 at closing unless otherwise designated by Selling Broker in writing. The closing company identified in this agreement is hereby authorized to pay the  
 350 above-mentioned compensation at closing. BUYER acknowledges that any agreement by SELLER to pay compensation to Selling Brokerage may not  
 351 completely satisfy BUYER's contractual obligation to Selling Brokerage; BUYER's obligation will remain unless separately changed in a document signed  
 352 by Selling Brokerage. All parties acknowledge that Selling Brokerage may accept compensation from SELLER and/or BUYER so long as the total  
 353 compensation received does not exceed that which is agreed to in writing with BUYER.  
 354

355 **21. OCCUPANCY:** BUYER  does  does not intend to occupy PROPERTY as BUYER'S primary residence.  
 356

357 **22. SECTION 1031 TAX DEFERRED EXCHANGE:** BUYER  does  does not intend to do a 1031 Tax Deferred Exchange (N/A if  
 358 left blank). Each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's  
 359 cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not  
 360 delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange.  
 361 The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party  
 362 may sustain as a result of the actual or attempted 1031 exchange.  
 363

BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

364 **23. RISK OF LOSS OR NEGLECT:** Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be
365 materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER, and
366 if voided, BUYER'S Earnest Money shall be returned to BUYER.

368 **24. WALK THROUGHS:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of
369 the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within \_\_\_\_\_ business days
370 (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying
371 BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within \_\_\_\_\_ business days
372 (three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this
373 offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable
374 satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available
375 for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for
376 phone, cable and internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their
377 associates of any liability as to incomplete repairs and/or any changed conditions.

378 **25. SINGULAR AND PLURAL** terms each include the other, when appropriate.

380 **26. FORECLOSURE NOTICE:** If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506)
381 any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(5)(b),
382 Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

384 **27. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that,
385 subject to Idaho Code §45-525 *et seq.*, a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to
386 the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure
387 Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for
388 construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly
389 constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your
390 behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 *et seq.* regarding the General Contractor Disclosure Statement.

392 **28. SALES PRICE INFORMATION:** Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

394 **29. TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile
395 or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Company, or either
396 broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to
397 conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic
398 Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate
399 licensee working on behalf of a party hereto, shall constitute delivery to that party.

401 **30. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to
402 sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All
403 parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from
404 any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a
405 transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of
406 inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer
407 process or stealing funds.

409 **31. BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
410 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by
411 the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business
412 day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the
413 first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

415 **32. CALENDAR DAYS:** A calendar day is herein defined as Sunday through Saturday, 12:00 A.M. to 11:59 P.M., in the local time zone where the subject
416 real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be
417 performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any
418 reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

420 **33. ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
421 agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees
422 on appeal.

424 **34. DEFAULT: If BUYER defaults** in the performance of this agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages
425 or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand
426 upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf
427 of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection
428 fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that
429 the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree
430 that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be

BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

431 considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that any Earnest Money shall become non-refundable, said
432 agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor
433 shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects
434 to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related
435 to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and
436 attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails
437 to consummate the same as herein agreed, BUYER'S Earnest Money deposit, including but not limited to Earnest Money that has become non-refundable,
438 shall be returned to BUYER and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees
439 and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.
440

441 **35. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this agreement, BUYER and SELLER agree that
442 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms
443 of this agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker shall not be required
444 to take any action but may await any proceeding, or at Broker's option and sole discretion, may interplead all parties and deposit any moneys or things of value
445 into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's
446 fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled
447 to recover actual fees incurred from either BUYER or SELLER.
448

449 **36. COUNTERPARTS:** This agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical
450 copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together
451 constitute one and the same instrument.
452

453 **37. "NOT APPLICABLE" DEFINED:** The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this
454 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and
455 have determined that such facts or conditions do not apply to the agreement or transaction herein.
456

457 **38. SEVERABILITY:** In the case that any one or more of the provisions contained in this agreement, or any application thereof, shall be invalid, illegal or
458 unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
459

460 **39. REPRESENTATION CONFIRMATION:** Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
461 brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

462 Section 1:

- 463  A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- 464  B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- 465  C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- 466  D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

469 Section 2:

- 470  A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- 471  B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- 472  C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- 473  D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

474 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real
475 estate commission and has consented to the relationship confirmed above. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT
476 REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.
477
478

479 **40. CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete
480 this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are
481 available to SELLER. The closing shall be no later than (Date) \_\_\_\_\_. The parties agree that the CLOSING
482 COMPANY for this transaction shall be \_\_\_\_\_ located at \_\_\_\_\_.
483 If a long-term escrow / collection is involved, then the long-
484 term escrow holder shall be \_\_\_\_\_.

485 **41. CONDITION OF PROPERTY UPON CLOSING:** Upon closing BUYER agrees BUYER is purchasing the PROPERTY in as-is-condition with all faults and
486 with no further repairs required, subject only to the representations and warranties stated herein, in any deed, or otherwise agreed upon by the parties in
487 writing. BUYER will assume all obligations with respect to the PROPERTY. Prior to closing SELLER shall ensure all personal property not specifically
488 transferred under this agreement is removed from the PROPERTY and that the PROPERTY is free of debris. SELLER shall have no right to abandon personal
489 property by leaving the same on the PROPERTY. In the event any personal property remains on the PROPERTY after closing the same shall be deemed to
490 have no value and may be disposed of, sold, or acquired by BUYER without notice or compensation to SELLER; BUYER shall have a cause of action against
491 SELLER for reasonable costs and expenses for the removal of same; and SELLER shall indemnify BUYER for claims from third parties related to the same.
492 BUYER and SELLER intend for the provisions of this section to survive closing and not merge with any subsequently executed deed as it is a collateral
493 stipulation.
494
495

496 BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

497 SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

500 **42. POSSESSION:** BUYER shall be entitled to possession and keys  upon closing or  date \_\_\_\_\_ time \_\_\_\_\_  A.M.  P.M.

501  
502 **43. PRORATIONS:** Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens,  
503 encumbrances or obligations assumed, and utilities shall be prorated  upon closing or as of  date \_\_\_\_\_ (upon closing if left blank).  
504

505 BUYER to reimburse SELLER for fuel in tank  Yes  No  N/A. Dollar amount may be determined by SELLER's supplier.

506  
507 **44. ASSIGNMENT:** This agreement and any rights or interests created herein  may  may not be sold, transferred, or otherwise assigned (may, if left  
508 blank).

509  
510 **45. ENTIRE AGREEMENT:** This agreement including any addendums or exhibits, constitutes the entire agreement between the parties respecting the  
511 matters set forth and supersedes all prior agreements between the parties respecting such matters. This agreement may be modified only by a written  
512 agreement signed by each of the parties.

513  
514 **46. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

515  
516 **47. AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement  
517 on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

518  
519 **48. ACCEPTANCE:** This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before  
520 (Date) \_\_\_\_\_ at (Local Time in which PROPERTY is located) \_\_\_\_\_  A.M.  P.M.

BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

49. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): \_\_\_\_\_ (Specify number of BUYER addendum(s) attached.)  
 SEE ATTACHED BUYER'S EXHIBIT(S): \_\_\_\_\_ (Specify number of BUYER exhibit(s) attached.)

BUYER does currently hold an active Idaho real estate license.  BUYER is related to agent.

BUYER Signature \_\_\_\_\_ BUYER (Print Name) \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

BUYER does currently hold an active Idaho real estate license.  BUYER is related to agent.

BUYER Signature \_\_\_\_\_ BUYER (Print Name) \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

49. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER

SELLER does currently hold an active Idaho real estate license.  SELLER is related to agent.

SELLER Signature \_\_\_\_\_ SELLER (Print Name) \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

CONTRACTOR REGISTRATION # (if applicable) \_\_\_\_\_

SELLER does currently hold an active Idaho real estate license.  SELLER is related to agent.

SELLER Signature \_\_\_\_\_ SELLER (Print Name) \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

CONTRACTOR REGISTRATION # (if applicable) \_\_\_\_\_

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within \_\_\_\_\_ calendar days (three [3] if left blank) by BUYER initialing HERE (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_  
If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.



# RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

JANUARY 2026 EDITION



Seller's Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, **SELLERS** of such newly constructed and non-exempt existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions **1, 2, and 3**.

	Yes	No	Do Not Know	The property is already within city limits
1. Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?				
2. Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?				
3. Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?				

THE PURPOSE OF THE STATEMENT: This is a statement made by the **SELLER** of the conditions and information concerning the property known by the **SELLER**. This is NOT a statement of any agent representing the **SELLER** and no agent is authorized to make representations, or verify representations, concerning the condition of the property. Unless otherwise advised, the **SELLER** does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the **SELLER** possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential **BUYER**. Unless otherwise advised, the **SELLER** has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This disclosure is not a warranty** of any kind by the **SELLER** or by any agent representing the **SELLER** in this transaction. It is not a substitute for any inspections. The **BUYER** is encouraged to obtain his/her own professional inspections.

### THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

<b>APPLIANCES SECTION</b>	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System					
Clothes Dryer					
Clothes Washer					
Dishwasher					
Disposal					
Refrigerator					
Kitchen Vent Fan/Hood					
Microwave Oven					
Oven(s)/ Range(s)/Cook top(s)					
Trash Compactor					
<b>ELECTRICAL SYSTEMS SECTION</b>	None/Not Included	Working	Not Working	Do Not Know	Remarks
Security System(s)					
Garage Door Opener(s)/Control(s)					
Light Fixtures					
Smoke Detector(s)/Fire Alarm(s)					
Carbon Monoxide Detector(s)					
	None/Not included	Working	Not Working	Owned	Financed
Solar Panels					

SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

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PROPERTY ADDRESS: \_\_\_\_\_

<b>WATER SOURCE &amp; TYPE SECTION</b>	<b>Public System (City/Municipal)</b>	<b>Community System</b>	<b>Private System (Well, Cistern, etc)</b>	<b>Other/Remarks</b>
Domestic Water Provided By:				
Landscape Water Provided By:				
Irrigation Water Provided By:				
	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>Other/Remarks</b>
Shared Well				
Shared Well Agreement				
<b>ROOF SECTION</b>	<b>Year of Installation</b>	<b>Do Not know</b>		<b>Remarks</b>
What is the age of the roof?				
	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>Remarks</b>
Is there present damage to the roof?				
Does the roof leak?				
<b>SIDING SECTION</b>	<b>Year of Installation</b>	<b>Do Not Know</b>		
What is the age of the siding?				
	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>Remarks</b>
Are there any problems with the siding?				
<b>HAZARDOUS CONDITIONS SECTION</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>Remarks</b>
Are you aware of any asbestos, radon, or other toxic or hazardous materials on the property?				
Is there a radon mitigation system?				
Are you aware if the property has ever been used as an illegal drug manufacturing site?				
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?				
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?				
Is there any damage due to wind, fire, or flood?				
	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>Remarks</b>
<b>OTHER DISCLOSURES SECTION</b>				
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, etc.?				
Has the property been surveyed since you owned it?				
Have you received any notices by any governmental or quasi-governmental entity affecting this property; i.e. Local improvement district (LID) or zoning changes, etc.?				
Are there any structural problems with the improvements?				
Are there any structural problems with the foundation?				

SELLER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_ BUYER'S Initials (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_

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# WE OUR CLIENTS

## Jim Saccomando



We had an excellent experience with Denise, at Abmont Realty group and would highly recommend her to anyone seeking to sell their home. She was extremely professional, open and honest about the whole process and explained everything to us so we could understand the process and make informed decisions about what was right for us. She never pressured us about anything, offered stellar advice and once we had left kept everything running smoothly. She made sure the house looked good and the lawncare was maintained after we left the state. Excellent, excellent realtor. I can't recommend her enough.

## Karen Rorabacher



Denise and Abmont [Realty] were the absolute best to work with. Professional, detail oriented and just a genuine lovely person. Denise took great care in developing and executing a plan, marketing our home as well as knowing the competitive pricing to get it sold in just 4 days! A class act who puts her clients first with her extensive experience which was evident right from the get-go. A 5/5 Star recommendation for sure!

## Michelle Shelton



Denise has been such an amazing help in selling our home in Star, ID while we were out of state. She took care of everything smoothly and checked on our house regularly. So thankful for her expertise in so many areas of selling/purchasing a home. She also helped us purchase our home in Star 4 years ago and has been in regular contact with us to invite us to fun events that her and Joe host. The both of them have far exceeded our expectations and highly recommend them to anyone who is looking to sell or purchase a home.

## Sandy Theriault



We worked with Denise Abmont at Abmont Realty Group for both buying in Eagle and selling in Eagle Idaho, and could not have done it without her... On the selling side, she got us top dollar for our Eagle home using a marketing strategy we had never seen from another real estate agent in all our years of buying and selling. She put our home on TV commercials, custom website just for our property, and a pre listing inspection to help us sell faster. It was incredible. And through all of it, her communication was wonderful and the process was completely stress-free. Denise knows Eagle Idaho real estate on a level that genuinely impressed us, and her dedication to finding us the right home and maximizing our sale made all the difference.

## Dave P.



Denise Abmont and Joe Abmont with Abmont Realty are absolutely wonderful!! I have been talking and working with the team for advice, sales and purchasing homes. This was the only brokerage that told me the truth, not just what most agents tell you to get the contract signed. Their ability to make a house sell is amazing! Professional at taking homes that are stagnant and making them go into escrow. At the same time they are equally as good as taking a home that is fresh to the market and getting it sold in short time at a good market value. I can't express more how wonderful my experience has been and will continue to be!!! Thank you from the Paravagna Family

## Joshua Butler



I wanted to take a minute to talk about my recent experience with Denise Abmont from Abmont Realty Group. We recently sold our home in Nampa, Idaho and Denise did great. She was on top of every thing. I heard from her quickly with every detail. She's extremely knowledgeable and professional. One thing I really appreciated is how she took the time to listen. She's not just a professional doing her job. She hears and gives feedback to what you're saying to her. When you're making a big sale such as your house you want some one who you can talk through your questions with and actually walk away with the information you needed. She comes highly recommended.

## Paul Wackenhut



We had an outstanding experience working with Jack Sanchez from Abmont Realty! He was our exceptional realtor throughout the entire process of selling our single-family home on the Boise Bench. From the very beginning, Jack provided expert guidance and strategic pricing that generated multiple strong offers right away. Thanks to his hard work and market knowledge, we received multiple competitive bids and were able to sell quickly and above our expectations. Jack was professional, responsive, and truly went above and beyond to make the sale smooth from start to finish. We felt completely supported and confident every step of the way. If you're looking to buy or sell in the Boise area, especially on the Boise Bench, I highly recommend Jack Sanchez at Abmont Realty. He's the exceptional realtor you want on your side!

## Falane Gerritsen



Dalece was kind and knowledgeable. She made sure there were no surprises and she helped us to get the most proceeds possible. We were able to close in less than 30 days and we found a buyer in less than 5 days. She did all the right things to make our house appealing. Her contractor Jason was very reasonable with the prices of work we had done.

## Shantel Naylor



Working with Gregg Jones at Abmont Realty to sell my home in Meridian was an outstanding experience from start to finish. I've actually worked with Gregg before when selling another home, and that positive experience is exactly why I chose to work with him again. Gregg is kind, professional, and incredibly knowledgeable about the market. His experience truly shows in how smoothly he handles every step of the process. He was always available when I had questions and kept me well-informed with clear communication about what to expect next. That level of transparency made a huge difference and gave me a lot of confidence throughout the entire sale. Gregg created a sense of trust right away, which helped reduce so much of the stress that typically comes with selling a home. I always felt like I was in capable hands.

## Sarah Pope



Bryninn Erickson helped me find our forever home in Kuna, Bryninn made sure to take his time and not be too pushy like some realtors can get. He still keeps in contact with us to see how we are doing!

## Matthew Rausch



Denise at Abmont Realty had my house on the market and sold faster than I could have hoped for. While also helping me through the process every step of the way.

## Andy Sherman



Chris Sanchez and the team at Abmont Realty Group were excellent in helping me with an out of state home sale, that required more than the normal house sale items. This included moving someone, repairs, remodels, inspections, to get the house ready for sale. I could not have done this without all the help Chris and his group provided. Chris helped to turn poor financial outcome for my older relative into a nice profit, with his expertise and work. Chris knows the market well, and with his suggestions, we were able to sell for near asking price. I wouldn't hesitate to hire Chris and the team at Abmont Realty for any future real estate needs in the Boise area.

**OVER 200+ REVIEWS**

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# ABMONT REALTY GROUP

## AT AMHERST MADISON

### **Denise Abmont**

Associate Broker, ABR, MRP, ALHS, ePro  
at Amherst Madison

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