

1 **I. OFFER TO PURCHASE** dated _____, from _____

2 _____
3 _____ ("Buyer"), to Stanley A Smith III Trustee
4 Artha Smith Trustee

5 _____ ("Seller"). Subject to the provisions of this offer, if
6 accepted by Seller, Buyer agrees to buy, and Seller agrees to sell the following described real estate situated in the
7 County of _____, Wyoming, commonly known as: _____
8 _____ and more particularly described as: _____
9 _____

10 _____ with all improvements thereon, easements and other appurtenances and all fixtures of a
11 permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear
12 and tear excepted, and including all personal property described herein (hereinafter "Property").
13

14 **II. EARNEST MONEY.**

15 Buyer delivers \$ _____ to Broker working with Buyer (*Selling Brokerage*), _____
16 _____.

17 (*select one*):

18 Upon execution, which Broker working with Buyer acknowledges receipt; or
19 No later than _____, _____ a.m. / p.m. or _____ Business Days after
20 mutual acceptance hereof and if left blank, then three (3) Business Days will be implied. All earnest money shall be
21 delivered to the Listing Brokerage Firm or Closing Agent by the close of the next Business Day from receipt of Buyer.
22 If the earnest money is sent directly to the Closing Agent, Broker working with Buyer shall send written notice to the
23 Listing Brokerage Firm concurrent with said transfer. If earnest money is delivered to the Listing Brokerage Firm,
24 such funds shall be deposited in its Trust Account or in an escrow account with _____
25 ("Funds Holder"). The deposit by Listing Brokerage Firm shall be completed by the close of the next banking day
26 following its receipt from Broker working with the Buyer or from the Buyer and shall retain such funds in such
27 account. If the Buyer fails to deliver the earnest money within the time required in this Contract, Seller may terminate
28 this contract by providing notice to Buyer before Buyer delivers the earnest money; however, once earnest money is
29 delivered the Contract shall not be terminated under this section. Time is of the essence for this paragraph, and strict
30 compliance with the time for performance is required.
31

32 **III. PURCHASE TERMS.**

33 Buyer agrees to buy the above-described property upon the following terms and conditions and for a purchase
34 price of:

35 \$ _____ Dollars payable as follows:

36 \$ _____ earnest money deposit; and at least

37 \$0.00 _____ (approximate) balance of purchase price to be paid in collected, certified, or
38 immediately available funds acceptable to the Closing Agent.

39 **Proof of funds to be provided and deemed satisfactory by Seller within _____ Business Days**
40 **after mutual acceptance.**

41 **Other: See Additional Provisions.**
42

43 **IV. CLOSING COSTS.**

44 A. Buyer shall pay the following closing costs in collected, certified, or available funds acceptable to the
45 Closing Agent at closing.

46 1. Appraisal, if required, inspections and/or certification;

47 2. Any prepaid tax and/or insurance;

48 3. Recording fees for deed;

49 4. With exception of the Owner's Title Insurance Policy, any fees for extended title insurance coverage
50 if requested by Buyer; and

- 51 5. Other: _____
 52 _____
 53 B. Seller shall pay the following closing costs in collected, certified, or available funds acceptable to Closing
 54 Agent at closing:
 55 1. Recording fee for any mortgage releases, deed preparation, and Owner's title insurance policy;
 56 2. Other: _____
 57 _____
 58 C. Closing Agent's fee shall be paid by (*select applicable*) Buyer Seller Split between Buyer and
 59 Seller evenly Each to pay their own Other: _____
 60 D. General taxes for the year of closing based on the most recent assessment, personal property taxes,
 61 prepaid rents, water rents, sewer rents, homeowner's association fees, dues or assessments, mortgage
 62 insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through
 63 the date of closing. Assessments for all special improvements now installed to the extent due and payable
 64 on or before closing shall be paid by Seller. Any such installments becoming due after closing shall be
 65 paid by the Buyer in the amount of \$ _____ per _____
 66 for a period of _____
 67 E. Any unreleased judgments, liens, or other encumbrances affecting all property included in the purchase
 68 price and required to be paid shall be paid by Closing Agent from the proceeds of this transaction.
 69 F. Any other closing costs shall be paid by agreement of both parties.

70
 71 **V. ITEMS INCLUDED IN PURCHASE PRICE.**

- 72 A. Price shall include all fixtures currently on premises. The following fixtures shall be excluded: _____
 73 _____
 74 _____
 75 _____
 76 B. Non-fixture items included in the purchase price: _____
 77 _____
 78 _____
 79 _____
 80 C. The price shall also include any propane or other heating liquid remaining in any tank on the premises on
 81 date of closing.
 82

83 **VI. TITLE**

- 84 A. Title shall be conveyed to the following named Buyer(s): _____
 85 _____
 86 B. Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in
 87 an amount equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the
 88 title insurance commitment to Buyer no later than _____, _____ a.m. / p.m. or
 89 _____ Business Days after mutual acceptance of this Contract and deliver the policy to Buyer
 90 without reasonable delay after closing and pay the premium thereon at the time of closing. Buyer, within
 91 _____ Business Days of receipt of the title insurance commitment and exceptions,
 92 encroachments, covenants, and/or easements identified therein, shall identify and provide to the Seller, in
 93 writing, notice of any title defects which Buyer is requesting and/ or requiring to be addressed before
 94 closing as well as written notice that Buyer does not deem the Property acceptable under the
 95 encumbrances set forth in the title insurance commitment or Buyer deems title unsatisfactory.
 96 C. Seller agrees to execute and deliver a general warranty deed, or _____ Deed,
 97 including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to
 98 Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of
 99 closing, local improvement districts, guaranteed revenues to utility companies, building and zoning
 100 regulations, city, county, and state subdivision and zoning laws, easements, restrictive covenants, and
 101 reservations of record, and the following additional encumbrances which shall NOT be released or
 102 discharged at closing: _____
 103 _____
 104 D. Except as stated above, if title is not merchantable or otherwise recordable or Buyer deems title
 105 unacceptable and written notice of such defects in title is given by Buyer to Seller or Listing Broker
 106 within the time herein provided for delivery of deed and shall not be rendered merchantable or satisfied

107 prior to close, after such written notice, then this contract, at Buyer's option, may be specifically enforced
108 or may be declared void and of no effect, and each party hereto shall be released from all obligations
109 hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer pursuant to
110 Wyoming Statute § 33-28-122(f). Buyer acknowledges and agrees that Buyer has been advised to
111 carefully review the title commitment and all exceptions, encroachments, covenants, easements, and
112 related matters described therein or otherwise identified. Other than the defects submitted to the Seller in
113 writing or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as
114 satisfactory.

- 115 E. The Property being transferred in this transaction may consist of the Mineral Estate (if all or any portion
116 is owned by the Seller) and the Surface Estate. The "Mineral Estate" means all oil, gas, and other minerals
117 in or under the Property, any royalty under any existing or future lease covering any part of the Property,
118 surface rights (including rights of ingress and egress), production and drilling rights, lease payments, and
119 all related benefits. Unless the mineral estate was previously separated through a recorded reservation of
120 all of the mineral rights, the Property being conveyed may consist of both estates. If the Mineral Estate is
121 owned by Seller, the Seller will convey the Mineral Estate as part of this transaction unless specifically
122 reserved, in whole or in portion, as part of this Agreement. If the Seller is reserving any portion of the
123 Mineral Estate, such reservation must be included in the Deed. The title insurance policy does not provide
124 information on whether the mineral estate or any portion thereof has been reserved and/or severed from
125 the surface estate.
- 126 F. The Property being transferred in this transaction may consist of Surface or Ground Water Rights,
127 registered water wells, and/or ditch rights. The title insurance policy does not provide information on
128 what water rights and the apportionment of said water rights are associated with the Property.
- 129 G. Pore Space is a subsurface property right consisting of the empty space between grains of rock, fractures,
130 and voids. Pore space is used in carbon capture and sequestration and used to store salt water produced in
131 the oil and gas industry. The rights to the pore space have not clearly been defined, as the English Rule
132 vests the pore space with the mineral estate, which is the minority view, and the American Rule vests the
133 pore space with the surface estate and is the majority rule in the United States and Wyoming. As such,
134 Buyers should be mindful that the pore space may be part of various contracts, easements, releases, and
135 other agreements. Any Buyer with concerns or questions should seek legal or other professional counsel.
- 136 H. Surface Use Agreement. The use of the surface estate of the Property to access the oil, gas, or mineral
137 may be governed by a surface use agreement, a Memorandum, or other notice of which may be recorded
138 with the County Clerk.
- 139 I. Fossils discovered on private property belong to the landowner at the time of discovery and are part of the
140 surface estate.
- 141 J. Buyer is encouraged to seek additional information regarding mineral rights, water rights, pore space, and
142 all oil and gas activity that may occur on or adjacent to the Property, which may include but is not limited
143 to surveying, drilling, well completion, storage, production facilities, and gas gathering. Professionals in
144 these specific areas should be approached regarding any area of concern during the inspection period as
145 many of these rights are not included in the title policy, and only a further review of the title,
146 governmental records, and state engineering office will provide all rights and obligations associated with
147 the Property.

148 **VII. CLOSING AND POSSESSION.**

- 149 A. Closing shall occur on _____ or _____ Business Days after mutual acceptance
150 of this Contract, or as otherwise mutually agreed in writing between the parties, at a time and place which
151 shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer the Property for
152 sale, on and subject to the following requirement. Seller must notify any other prospective Buyer this
153 Contract has been previously signed, and it is in full force and effect. Any other Contract accepted by
154 Seller must contain a provision that the offer is subject to the junior in right to this Contract. Furthermore,
155 the Seller must notify the Buyer in the first position that the Seller has accepted a backup offer.
- 156 B. Possession shall be delivered to Buyer on, _____, _____ a.m. / p.m. or as
157 otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the date
158 herein specified, Seller shall be subject to eviction by Buyer. This remedy is in addition to any other
159 remedies Buyer may have.

- 160 C. Ownership shall be subject to existing leases and tenancies, unless otherwise agreed to in writing by the
161 Buyer and Seller and tenant. Copies of the leases have been provided to and acknowledged by Buyer. All
162 security and/or damage deposits, if any, shall transfer to Buyer at closing.
- 163 D. Walkthrough(s). Seller grants Buyer and Buyer's Inspector(s) reasonable access to conduct
164 walkthrough(s) of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed
165 to by the Seller have been completed, warranted items are in working condition and that the Property is in
166 substantially the same condition as of the date of contract Acceptance, reasonable wear and tear excluded.
167 If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any
168 defect(s) that could have been discovered. All walkthrough(s) must be completed on or before the day of
169 Closing. This walkthrough shall not be a contingency of sale. This paragraph does not supersede, exclude
170 or replace the Risk of Loss section of this Contract.
- 171 E. "Closing" is defined as "the date on which all documents are either recorded or accepted by a closing
172 agent and the sale proceeds are available to Seller."
173

174 **VIII. CONDITION OF PROPERTY.**

- 175 A. Buyer acknowledges that whether any property meets codes, ordinances, laws, rules, and/or regulations is
176 a technical question that may require special expertise, and if the Buyer has concerns about any of these
177 issues, Buyer should contact the applicable departments of the city, county, homeowners' association, and/
178 or state or retain a firm with specialized expertise to investigate the issue.
- 179 B. The property and all fixtures, appurtenances, and improvements thereof, unless otherwise excluded or
180 addressed in this contract, shall be conveyed in the present condition, ordinary wear and tear excepted.
- 181 C. Buyer acknowledges that under the Wyoming Right to Farm and Ranch Act stated in Wyo. Stat. § 11-44-
182 101 through Wyo. Stat. § 11-44-104, agricultural producers have the right to utilize generally accepted
183 agricultural practices without being deemed a public or private nuisance.
- 184 D. Property Disclosure. (*Check One*)
- 185 1. The Buyer has received the Property Disclosure, a complete copy of which is attached
186 hereto and incorporated herein by this Contract.
- 187 2. The Buyer has not received a copy of the Property Disclosure at the time of the offer.
- 188 E. Buyer acknowledges and agrees that upon execution of this Contract:
- 189 1. Buyer is not relying upon any representations of Seller or any Real Estate Licensees involved in this
190 transaction or representatives as to any condition which Buyer deems to be material to Buyer's
191 decision to purchase this property; and
- 192 2. Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, air
193 quality (such as mold), environmental (such as radon and lead-based paint), and/or professional home
194 inspection services regarding this purchase.
- 195 3. SQUARE FOOTAGE/ACREAGE VERIFICATION: Buyer is aware that any reference to square
196 footage or acreage of the real property or improvements is approximate. If square footage or acreage
197 is material to the Buyer, it must be verified during the inspection period.
198

199 **IX. INSPECTIONS BY BUYER.**

- 200 A. Buyer may obtain, at no expense to Seller, electrical, mechanical, structural, pest, air quality (such as
201 mold), environmental (such as Phase I and II, asbestos, radon or lead-based paint), insurance coverage,
202 cost and availability and any other inspections of the Property by Buyer or Buyer's inspectors and/or
203 engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or engineers.
204 Buyer shall not be liable to Seller for any damage due to the discovery of any pre-existing conditions.
205 Buyer, or designee, shall have the right to make any inspections of the physical condition of the Property
206 at reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice
207 on the Inspection Contingency Notice, signed by Buyer on or before _____,
208 _____ a.m. / p.m. or _____ Business Days from mutual acceptance of this Contract
209 (Objection Deadline) of any defects(s) identified by Buyer or Buyer's inspectors or engineers that Buyer
210 is requesting to be repaired, the physical condition of the property shall be deemed to be satisfactory to
211 Buyer.
- 212 B. Buyer shall deliver to Seller the Inspection Contingency Notice stating that Buyer elects to either:
- 213 1. Remove the Inspection Contingency; or
- 214 2. Provide the Seller the opportunity to correct the items disapproved, in which case Buyer and Seller
215 shall agree on repairs and Seller's responsibility for said repairs.

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216 If the parties are unable to agree on payment of additional costs and/or the repairs, this contract shall be
217 voidable at the sole option of Buyer, upon written notice to Seller no later than _____,
218 _____ a.m. / p.m. or _____ Business Days from Objection Deadline (Resolution
219 Deadline). If not voided by the Buyer, Buyer acknowledges sole responsibility for the additional repairs.
220 If Seller's response to the requested payment and repairs is not received by Buyer or Buyer's Licensee at
221 least 24 hours prior to the Resolution Deadline, the Resolution Deadline shall automatically extend for a
222 period of two (2) Business Days from the Resolution Deadline. With the exception of the agreed upon
223 repairs, the Buyer accepts the Property "as is, where is" condition without any implied or express
224 warranty by Seller or by any Broker.

225 3. Immediately void this Contract under the Termination Provision, and all Earnest Money shall be
226 released to Buyer pursuant to Wyo. Stat. § 33-28-122(f).

227 C. Waiver of Defects. Buyer acknowledges that Buyer has been given ample opportunity to inspect the
228 property. Other than repairs or defects submitted to the Seller in writing pursuant to this Contract, or in
229 the event no repairs or inspections are required by Buyer, Buyer accepts the Property in its entirety in "as
230 is, where is" condition without any implied or express warranty by Seller or by any Broker.

231

232 **X. INSURANCE.**

233 Buyer hereby acknowledges that Buyer has been advised to investigate, research, and obtain a written
234 commitment for adequate property and liability insurance prior to the OBJECTION DEADLINE as referenced
235 above.

236

237 **XI. RISK OF LOSS.**

238 Risk of loss shall remain with Seller until closing. In the event that the property is damaged by fire or other
239 casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be
240 obligated to repair the same before closing. In the event such damage cannot be repaired within said time or if
241 such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer elect to
242 carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds associated
243 with the damage to the Property but not for any Personal Property or Fixtures not included in this transaction.

244

245 **XII. DEFAULT, REMEDIES AND ATTORNEY'S FEES.**

246 A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any
247 other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the
248 non-defaulting party may elect to either treat this contract as breached and recover such damages as may
249 be proper or may treat this contract as being in full force and effect and require specific performance of
250 the items hereof. In lieu of the remedy provided above to Seller if Buyer is the defaulting party, Seller
251 may elect to terminate the Contract and retain all payments made hereunder as liquidated damages, such
252 amount being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered
253 by Seller due to such breach.

254 B. In the event that any party shall be in default or breach of any of the terms of this Contract, such
255 defaulting or breaching party shall pay all reasonable attorney's fees costs and other expenses which the
256 non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal
257 proceedings. This provision shall not limit any other remedies to which the parties may otherwise be
258 entitled.

259 C. Seller and Buyer agree that in the event of any controversy regarding earnest money held by Broker
260 and/or Closing Agent, unless Broker and/or Closing Agent received written instructions from both Buyer
261 and Seller as set forth in Wyo. Stat. § 33-28-122(f) regarding the disposition of the earnest money, Broker
262 and/or Closing Agent, in its sole discretion, may hold the earnest money or may interplead all parties and
263 deposit the earnest money deposit into a court of competent jurisdiction. Broker and/or Closing Agent
264 shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in
265 which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent
266 shall recover its court costs and reasonable attorney's fees from the interplead funds or things of value.

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268 **XIII. ADDITIONAL PROVISIONS.**

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324 **XIV. MISCELLANEOUS TERMS**

- 325 A. **DEFINED TERMS.** "N/A" is understood to mean "not applicable" wherever it is used in this
- 326 Contract. This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto
- 327 and as the same is amended and supplemented by these Additional Provisions. "Acc," "Accept,"
- 328 "Acceptance," "Acceptance Date," or "Acceptance of this Contract" shall mean the date on which
- 329 the last party signs this Contract or any Counteroffer without further modification and delivers the
- 330 same to the other party.
- 331 B. **EXECUTION.** This instrument may be executed in multiple counterparts, each of which shall be an
- 332 original, and all of which together shall constitute one and the same instrument. A signed
- 333 counterpart delivered via electronic or digital shall have the same force and effect as an original
- 334 counterpart hereof executed by such party. This Contract may not be modified except by written
- 335 instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and
- 336 initials hereto shall be legally binding.
- 337 C. **DAYS.** All references to "days" shall be deemed to refer to business days. The term "business days"
- 338 shall be defined as Monday through Friday, excluding Saturday, Sunday, and national holidays.
- 339 Should any performance date or deadline contained herein fall on a weekend or national holiday,
- 340 said date will automatically be extended to the next business day. The time in which any act
- 341 required under this Contract is to be performed shall be computed by excluding the day on which
- 342 the triggering event occurs and including the last day of such time period. All chronological times
- 343 referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be
- 344 Mountain Standard Time or Mountain Daylight Time as applicable. Whenever a provision of this
- 345 Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM
- 346 Mountain Time on such date as the deadline for such event, unless stated otherwise.
- 347 D. **NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer
- 348 or Seller and shall be deemed to be delivered to either's respective Broker (if working with a
- 349 broker) or Buyer at contact information provided in this Contract, in the following manner: (a) by
- 350 personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt
- 351 requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by
- 352 email. In each case, if a party is working with a broker, notice is effective to Buyer or Seller (as
- 353 applicable) if addressed to such party's Broker, at the address, facsimile number, or email address
- 354 for such Broker as listed in the Multiple Listing Service (MLS) or as set forth below.
- 355 E. **GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of
- 356 the State of Wyoming and venue for any court action arising out of this Contract shall be in the
- 357 county and/or counties which the Property is located.
- 358 F. **NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements
- 359 affecting the Property, or amendments to existing leases (including renewals) or other written
- 360 agreements, without prior written approval of Buyer.
- 361 G. **CLOSING AGENT:** A closing agent is a neutral third party who assists the buyer, seller and lender
- 362 with a real and/or personal property sale and is responsible for ensuring that the necessary closing
- 363 documents are properly executed, including collecting the signatures of both parties, witnessing the
- 364 signing, and providing copy of the agreement to both parties. The closing agent ensures that the
- 365 funds are properly disbursed.
- 366

367 **XV. ADDENDA ATTACHED: (Check all that apply.)**

- | | |
|--|--|
| <input type="checkbox"/> Lead-Based Paint Disclosure | <input type="checkbox"/> Applicable Covenants |
| <input type="checkbox"/> Addendum for Additional Provisions | <input type="checkbox"/> Preliminary Title Commitment |
| <input type="checkbox"/> Real Estate Brokerage Disclosure Form | <input type="checkbox"/> Property Condition Disclosure |
| <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure | <input type="checkbox"/> Bill of Sale |
| <input type="checkbox"/> 1031 Tax Deferred Exchange Notice | <input type="checkbox"/> Evidence of Authority |
| <input type="checkbox"/> Easements | <input type="checkbox"/> HOA/COA Documents |
| <input type="checkbox"/> VA Escape Clause | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Designation of Agent/Intermediary | <input type="checkbox"/> _____ Pages of Addendum |

377 **XVI. CONSENTS AND ACKNOWLEDGMENTS.**

- 378 A. All prior representations made in the negotiations of this sale have been incorporated herein, and there are
- 379 no oral agreements or representations between Buyer, Seller, or Broker to modify the terms and
- 380 conditions of this Contract.

- 381 B. Brokers are authorized to disclose information regarding this sale and the terms thereof for comparable
- 382 sold data and statistics to any Multiple Listing Service, Board of REALTORS®, certified appraisers, and/
- 383 or potential clients or customers but only after the closing of this transaction.
- 384 C. This Contract is executed in multiple copies, and by their signatures hereon, each party acknowledges
- 385 receipt of a signed copy at the time of signing and provided via personal delivery, fax, mail, or electronic
- 386 mail.
- 387 D. _____

388 *(Brokerage Firm)* _____ *(Licensee for Brokerage Firm)* _____
 389 hereby discloses that it is working with the Buyer as *(select one)* Buyer's Agent Intermediary
 390 Customer Sub-Agent and will be compensated as follows: _____ percentage of the gross sales
 391 price or \$ _____ by *(select applicable)* Seller Buyer and/or Listing Broker
 392 See Additional Provisions. Buyer and Seller consent to that arrangement. Buyer has received, read, and
 393 acknowledged a Real Estate Brokerage Disclosure, and an executed copy of the Disclosure is **attached**
 394 **hereto**. Broker working with Buyer hereby delivers to Broker working with Seller a copy of the executed
 395 Real Estate Brokerage Disclosure. This clause does not modify any agency agreements.

397 **XVII. OFFER BY BUYER.**

398 This offer shall expire on _____, at _____ a.m. / p.m. Additionally,
 399 the undersigned Buyer reserves the right to withdraw this Offer until the original, a copy, electronic transmission,
 400 or facsimile of this Offer, duly accepted and signed by Seller, has been delivered in writing to the Buyer or Broker
 401 working with Buyer prior to the expiration date and time above. Any withdrawal must be in writing by Buyer to
 402 Seller or Seller's Agent. All Offers, Counteroffers, Acceptances, or Rejections shall be deemed submitted upon
 403 delivery via personal hand-delivery, mail courier, e-mail, or fax.

405 **Delivery to Buyer or Agent working with Buyer, shall be to the following address, e-mail, text #, and/or fax:**
 406 _____

408 **THIS IS A LEGALLY BINDING CONTRACT, IF YOU DO NOT UNDERSTAND THE TERMS AND**
 409 **CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

411 Buyer _____ Date _____
 412 Buyer _____ Date _____
 413 Buyer _____ Date _____
 414 Buyer _____ Date _____
 415 Buyer _____ Date _____
 416 Buyer _____ Date _____
 417 Buyer _____ Date _____

419 **XVIII. DISCLOSURE BY BROKER WORKING WITH SELLER.**

420 Sweetwater Realty _____ Artha Smith _____
 421 *(Brokerage Firm)* *(Licensee for Brokerage Firm)*
 422 hereby discloses that it is working with the Seller as a *(select one)* Seller's Agent Intermediary
 423 Customer and will be compensated by *(select applicable)* Seller or _____. Seller
 424 consents to this arrangement. Seller has received, read, and acknowledged a Real Estate Brokerage Disclosure,
 425 and an executed copy of this Disclosure is **attached hereto**. Broker, working with Seller, hereby delivers to
 426 Broker working with Buyer a copy of the executed Real Estate Brokerage Disclosure.

428 Listing Broker hereby acknowledges receipt of this Contract to Buy and Sell Real Estate on _____
 429 at _____ a.m. / p.m.
 430 Firm Sweetwater Realty
 431 Address 810 Dewar Dr Rock Springs WY 82901
 432 Phone (307) 382-7088 By _____

434 THIS OFFER WAS RECEIVED by me as Seller on _____ at _____ a.m. / p.m.
 435 _____ **(Seller's initials indicate receipt of offer only).**

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NOTICE TO SELLER: If you are making a counteroffer, do not sign this document.

SELLER HEREBY ACCEPTS THE OFFER REJECTS THE OFFER SUBMITS COUNTEROFFER #1

XIX. ACCEPTANCE OF SELLER.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.

THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on _____
at _____ a.m. / p.m.

Seller _____ Date _____
Stanley A Smith III Trustee

Seller _____ Date _____
Artha Smith Trustee

Seller _____ Date _____

Seller _____ Date _____

XX. REJECTION BY SELLER.

THIS OFFER IS HEREBY REJECTED ON _____ at _____ a.m. / p.m.

Seller _____ Date _____
Stanley A Smith III Trustee

Seller _____ Date _____
Artha Smith Trustee

Seller _____ Date _____

Seller _____ Date _____

If this Offer is rejected and the rejection is not signed by the Seller above, then this Offer was rejected by oral notification to Broker on _____ and (*select applicable*) Seller authorized rejection or refused to execute written rejection.

By Licensee for Brokerage Firm: _____ Date _____ Time: _____
Signature