

building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which might or might not be disclosed by an accurate survey or inspection of the premises. Seller does not guarantee the accuracy of the acreage, if any, identified in the property description.

- 6. CONDITION OF PROPERTY.** Buyer acknowledges that Buyer was and is responsible for making a thorough inspection of the property at its own expense, as well as thoroughly researching any information available about the Property and its surroundings prior to the date of this Agreement. Prior to signing this Agreement, Buyer acknowledges that Buyer or its designee was afforded the right to have an inspection(s) of the physical condition of the Property at Buyer's expense. This Agreement is NOT contingent upon an inspection by the Buyer. Buyer is purchasing the property on an "AS IS" basis without any warranties, express or implied, from Seller. Seller will not make any repair or improvement to the property. Buyer further acknowledges that Buyer is not relying upon any statement or representation by Seller or any other representatives of Seller which are not expressly set forth in this agreement.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, IMPROVEMENT, FIXTURE, OR CONDITION OF THE PROPERTY OR THE INCLUSIONS, INCLUDING, WITHOUT LIMITATION, THE EXISTENCES OF HAZARDOUS WASTE OR MATERIALS THEREON, OR THE SUITABILITY OF THE PROPERTY FOR THE BUYER'S INTENDED USE, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

- 7. NOXIOUS WEEDS DISCLOSURE.** Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
- 8. DEFAULT.** Time is of the essence of this Agreement. If Seller defaults hereunder, Buyer shall be entitled to a refund or return of any Deposit and other costs/fees paid to Seller pursuant to this Agreement and Seller shall have no further obligation to Buyer hereunder. If Buyer defaults, the Deposit and all costs/fees paid by Buyer shall be forfeited to Seller as liquidated damages and upon the forfeiture thereof to Seller, Buyer shall have no further obligation or liability hereunder.
- 9. NOTICES.** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail. Any notice given by certified mail shall be sent with return receipt requested. All notices shall be addressed to the parties at the addresses set forth in this Agreement, or at such other addresses as the parties may from time to time direct in writing. Any notices shall be deemed given on the earlier of: (a) actual delivery or refusal, or (b) 3 days after mailing by certified mail.
- 10. NON ASSIGNABILITY & SURVIVABILITY OF OBLIGATIONS.** This Agreement may not be assigned without the written consent of both parties. Seller does not at this time anticipate consenting to any assignment of this Agreement or Buyer's rights hereunder. But if so assigned, each transferee shall be obligated under this Agreement in the same manner as its transferor and each transferor shall remain liable for it unless specifically stated otherwise in writing.
- 11. INTERGRATIONS & MODIFICATIONS.** This Agreement constitutes the whole agreement between the parties. Except as identified in this Agreement, there are no other prior written agreements and no prior or contemporaneous oral agreements that are a part of this Agreement. No modification to this Agreement shall be valid, unless in writing and executed by both parties.

12. EFFECTIVE DATE. This Agreement shall be binding on the execution date, which is the date the last required party executes it.

BUYER'S SIGNATURES

Printed Name: _____ date _____

Printed Name: _____ date _____

SELLER'S SIGNATURE

MONTANA HISTORICAL SOCIETY

Title: _____ date _____

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