

2010 TAX CREDIT DISCLOSURE / HOLD HARMLESS AGREEMENT

BUYER(s): _____

SELLER(s): _____

PROPERTY ADDRESS: _____

PURCHASE AGREEMENT DATE: _____

The Buyer(s) of this property is intending to utilize the 2010 Federal Homebuyer Tax Credit (a tax credit of up to \$8,000 for first-time homebuyers or \$6,500 for “step-up” homebuyers) as part of the transaction. The Buyer(s)/Seller(s) understand and agree to the following:

1. The homebuyer tax credit has a number of conditions, restrictions and deadlines. You should thoroughly research the complete program requirements. Some suggested sources for your research include: www.IRS.gov, www.homebuyertaxcredit.com, and www.realtor.org.
2. One of the program guidelines for the Buyer(s) to be eligible to qualify for the tax credit is that a binding purchase agreement must be entered into by **April 30, 2010** and closing must take place on or before the end of the business day, **June 30, 2010**.
3. The processes to close loans and transactions in Indiana normally take forty-five (45) to sixty (60) days or longer without any guarantees or warranties (express or implied) that a timeline or proposed closing date can be met. Delays are more likely in June 2010 due to the number of extra transactions being requested to close prior to the mandatory deadline.
4. Buyer(s)/Seller(s) acknowledge and verify they understand all Financing Requirements; Lender Conditions; Inspections and Repairs (mandated or requested); Abstracting and completed Title Work; Title Guarantee and/or Title Insurance Issues; Underwriting Conditions-Preliminary/Final; and Closing Agent Instructions must be unconditionally satisfied and completed prior to the closing of the transaction.
5. Buyer(s)/Seller(s) understand time is of the essence and each party is respectively and solely responsible to meet all terms and conditions required for the property to close. Each party agrees to act in good faith to expeditiously complete the transaction.
6. Buyer(s)/Seller(s) unconditionally agree to hold harmless and indemnify all parties involved in this transaction for any or all damages and/or expenses as it relates to the homebuyer tax credit. There are no representations, guarantees or warranties that this transaction can meet any or all the requirements to close by June 30, 2010.

Seller: _____

Buyer: _____

Seller: _____

Buyer: _____

Date: _____