



## ALTERNATIVE DISPUTE RESOLUTION ADDENDUM (AN ALTERNATIVE TO LITIGATION)

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1 This Addendum is attached to and made a part of the Purchase Agreement dated 08/01/2025, on property  
2 known as 6062 West 600 South, Huntington, Indiana, Zip 46750 (the "Property").

3  
4 Buyer and Seller agree that in the event either party defaults in the performance of the obligations of such party under the Purchase  
5 Agreement, or in the event there is a dispute between Buyer and Seller with respect to their obligations arising out of the purchase  
6 and sale of the Property, that does not exceed the total sum of \$6,000 U.S. Dollars, the dispute shall be submitted to binding arbitration.  
7 All amounts referred to in this Addendum are in U.S. Dollars.

8  
9 The following terms and conditions apply:

10  
11 A. If Buyer breaches the Purchase Agreement, and the total amount in controversy is greater than \$6,000, Seller shall be entitled  
12 to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, all reasonable costs and  
13 expenses, including attorney fees, incurred by Seller.

14  
15 B. If Seller breaches the Purchase Agreement, and the total amount in controversy is greater than \$6,000, Buyer shall be entitled  
16 to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, (including specific  
17 performance), all reasonable costs and expenses, including attorney fees, incurred by Buyer.

18  
19 C. The administrator shall be the Better Business Bureau® ("BBB"). If the BBB is not able to conduct arbitration because it does  
20 not operate in a county where the Property is located, but another BBB is able to do so, then that BBB shall be the  
21 administrator, unless the parties agree in writing otherwise.

22  
23 D. If a party believes in good faith that the total amount in controversy exceeds \$6,000, then that party shall give the arbitrator and  
24 the non-objecting party written notice and supporting documentation of such objection within the time limits imposed by the  
25 arbitrator. The arbitrator will determine whether the total amount in controversy is within \$6,000; however, such determination  
26 is not binding upon the parties. If a party desires to contest the arbitrator's determination as to the total amount in controversy,  
27 the parties may file a declaratory judgment action in a court within fifteen (15) days of the date the arbitrator notifies the parties  
28 in writing of such determination. If an action is not timely filed, the parties shall waive their right to contest the arbitrator's  
29 determination.

30  
31 E. If it is determined that the total amount in controversy exceeds \$6,000, either party may withdraw from arbitration. However,  
32 both parties may voluntarily consent in writing to arbitration.

33  
34 F. A party begins the process of arbitration by giving to the other party and the BBB a notice to start arbitration by briefly stating  
35 the party's claim, the grounds for it and the total amount in controversy.

36  
37 G. Because this Addendum contains an agreement for binding arbitration as to matters within \$6,000, no party may reject  
38 arbitration for failure to agree on the issues or for failure to sign an agreement with the BBB.

39  
40 H. If a party seeks an award for: (1) loss of wages; (2) damages for personal injury or mental anguish, or both; (3) consequential  
41 damages; or (4) any other element of damages; that party shall give to the other party and to the BBB written notice thereof.  
42 The notice shall state the amount claimed for each item for which an award is sought. An award cannot exceed the total  
43 amount sought by a party.

44  
45 I. The BBB shall conduct arbitration according to its rules, but subject to Indiana law, if the Property is located in Indiana. If any  
46 conflict arises between the rules of the BBB and any applicable legislation, the applicable legislation will control.

47  
48 J. The purpose of arbitration is to resolve disputes within the \$6,000 jurisdictional limit and to provide for enforcement of the  
49 award by a court, if necessary, by its entering judgment on the award as authorized by applicable legislation.

50  
51 K. The parties shall share equally the cost of the arbitration process as determined under the rules of the BBB. If by reason of  
52 membership in the BBB a party is not responsible for such cost, the other party shall pay its own share of such cost.

53  
54 L. In the arbitration process, the arbitrator shall neither award attorney fees nor allocate between the parties any other costs or  
55 expenses incurred by a party in the arbitration process. Each party is responsible for its own attorney fees, costs and expenses.

6062 West 600 South, Huntington, IN 46750

(Property Address)

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56 M. All other terms and conditions of the Purchase Agreement to which this Addendum is attached remain unchanged.

57

58 This Addendum shall survive closing.

59

60 By signature below, the parties have executed this Addendum on the date first written above, have agreed to binding arbitration and  
61 acknowledge receipt of a signed copy of this Addendum.

62

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

64

PRINTED

Builders Gallery INC

PRINTED

66

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

68

PRINTED

PRINTED



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Form #39. Copyright IAR 2025



6062 West 600 South, Huntington, IN 46750  
(Property Address)



**LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
**(SALES)**  
**COMMERCIAL-INDUSTRIAL REAL ESTATE**  
**For use only by members of the Indiana Association of REALTORS®**

1 **PROPERTY ADDRESS:** 6062 West 600 South, Huntington, IN 46750

2 **LEAD WARNING STATEMENT**

3 Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
4 that such property may present exposure to lead from lead-based paint that may place young children at risk of  
5 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including  
6 learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also  
7 poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the  
8 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession  
9 and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based  
10 paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

12 (a.) Presence of lead-based paint and/or lead-based paint hazards: **(check (i) or (ii) below)**

13 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

14 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

15 (b.) Records and reports available to the seller: **(check (i) or (ii) below)**

16 (i)  Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*  
17 *Sales Disclosure* form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the  
18 housing (list and attach documents below): \_\_\_\_\_

19 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

20 **BUYER'S ACKNOWLEDGMENT (Initial)**

21 (c.)  Buyer has received copies of all information listed above.

22 (d.)  Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

23 (e.)  Buyer has **(check (i) or (ii) below)**:

24 (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for  
25 the presence of lead-based paint and/or lead-based paint hazards;  
26 OR

27 (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
28 lead-based paint hazards.

29 **BROKER'S ACKNOWLEDGMENT (Initial)**

30 (f.)   Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction  
31 Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.

32 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.)

33 **CERTIFICATION OF ACCURACY**

34 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
35 have provided is true and accurate.

36 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall  
37 be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
38 *Certification and Acknowledgment* may be transmitted between them by facsimile machine. The parties intend that faxed  
39

40 \_\_\_\_\_ (office use only)

51 signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed  
 52 and/or delivered, if requested.  
 53  
 54

55 BUYER'S SIGNATURE

56 DATE

57 BUYER'S SIGNATURE

58 DATE

59 PRINTED

60 PRINTED

61 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

62 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

63 BUYER'S ADDRESS FOR NOTICE PURPOSES

64 SELLER'S SIGNATURE

65 9/4/25

66 SELLER'S SIGNATURE

67 DATE

68 Builders Gallery INC

69 PRINTED

70 PRINTED

71 260.375.6324

72 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

73 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

74 6415 S 594 W, Warren, IN 46972

75 SELLER'S ADDRESS FOR NOTICE PURPOSES

76 SELLING BROKER

77 DATE

78 LISTING BROKER

79  
80  
81  
82  
dotloop verified  
07/31/25 2:07 PM EDT  
53MO-K6MB-PFI-GZY

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