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ALTERNATIVE DISPUTE RESOLUTION ADDENDUM
(AN ALTERNATIVE TO LITIGATION)

This Addendum is attached to and made a part of the Purchase Agreement dated **April 14, 2015**, on property known as **3958 W Lakeshore Dr-57**, **Columbia City**, Indiana, Zip **46725-9420** (the "Property").

Buyer and Seller agree that in the event either party defaults in the performance of the obligations of such party under the Purchase Agreement, or in the event there is a dispute between Buyer and Seller with respect to their obligations arising out of the purchase and sale of the Property, that does not exceed the total sum of $3,500, the dispute shall be submitted to binding arbitration.

The following terms and conditions apply:

A. If Buyer breaches the Purchase Agreement, and the total amount in controversy is greater than $3,500, Seller shall be entitled to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, all reasonable costs and expenses, including attorney fees, incurred by Seller.

B. If Seller breaches the Purchase Agreement, and the total amount in controversy is greater than $3,500, Buyer shall be entitled to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, (including specific performance), all reasonable costs and expenses, including attorney fees, incurred by Buyer.

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

D. If a party believes in good faith that the total amount in controversy exceeds $3,500, then that party shall give the arbitrator and the non-objecting party written notice and supporting documentation of such objection within the time limits imposed by the arbitrator. The arbitrator will determine whether the total amount in controversy is within $3,500; however, such determination is not binding upon the parties. If a party desires to contest the arbitrator's determination as to the total amount in controversy, the parties may file a declaratory judgment action in a court within fifteen (15) days of the date the arbitrator notifies the parties in writing of such determination. If an action is not timely filed, the parties shall waive their right to contest the arbitrator's determination.

E. If it is determined that the total amount in controversy exceeds $3,500, either party may withdraw from arbitration. However, both parties may voluntarily consent in writing to arbitration.

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 the party's claim, the grounds for it and the total amount in controversy.

G. Because this Addendum contains an agreement for binding arbitration as to matters within $3,500, no party may reject arbitration for failure to agree on the issues or for failure to sign an agreement with the BBB.

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

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

J. The purpose of arbitration is to resolve disputes within the $3,500 jurisdictional limit and to provide for enforcement of the award by a court, if necessary, by its entering judgment on the award as authorized by applicable legislation.

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

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

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Real Living Ness Bros. Real Estate & Auction Co., 3344 Mallard Cove Ln Fort Wayne IN 46804 Phone: 260.459.3911 Fax: 260.459.3912 Dwight J Hinds
J. Kyle Ness
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M. All other terms and conditions of the Purchase Agreement to which this Addendum is attached remain unchanged.

This Addendum shall survive closing.

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

BUYER'S SIGNATURE DATE	BUYER'S SIGNATURE DATE
PRINTED	PRINTED
Gloria J. Henderson 9-28-18	
SELLER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
Dwight J Hinds	
PRINTED	PRINTED

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EQUAL HOUSING OPPORTUNITY

3958 W Lakeshore Dr-57, Columbia City, IN 46725-9420
(Property Address)

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Dwight J Hinds