This agreement is between (“Seller”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”). The Buyer and Seller, when mentioned together may be referred to hereafter as “Parties”. Seller agrees to sell to Buyer the property known as

(“Property”),

which is legally described as:

Assessor’s Parcel#:

The parties hereto agree to the following terms and conditions:

**PURCHASE PRICE:** Buyer will pay the purchase price of $ to Seller.

**EARNEST MONEY:** Buyer will pay $ to Seller as an earnest money deposit, which shall be deposited with the title/escrow company. If Buyer fails to close then the earnest money will be forfeited to Seller as full and liquidated damages.

**CLOSE OF ESCROW:** Closing shall take place at the title company of the Buyer’s choosing, to be determined. Closing shall take place within 30 calendar days after Agreement acceptance by the Seller.

**CLOSING TERMS AND CONDITIONS:** Buyer and Seller hereby agree Buyer to pay full Escrow Fee, Full ALTA Owners Policy, Full Lenders Policy (if required by Lender), Full CPL Fees, Full Endorsements, Fully Recon Tracking Fee, Full Recording Fee, Full Delivery Fee and Full Notary Fees. Title will be transferred by warranty deed at closing. Seller agrees to provide clear title, free and clear of any lien or encumbrance. All taxes will be prorated and seller will pay any back taxes at or before closing. This agreement is assignable.

The property shall be delivered:

vacant and free of personal property 24 hours prior to close of escrow.

occupied with tenants in place. If the Property is leased at the time of closing then all leases will be transferred to the Buyer and all rents will be prorated and any tenant security deposits will be transferred to Buyer.

### ACCESS & INSPECTIONS:

Seller shall make property accessible to Buyer, Buyer’s partners, agents, assignees, contractors, lenders, or appraisers prior to closing. Buyer may market the property prior to the close of escrow. This agreement is subject to a satisfactory inspection of the property by Buyer. Buyer’s Inspection Period shall be 14 days after Agreement acceptance by the Seller. Buyer retains the right to cancel the Agreement without recourse and without forfeit of any earnest money deposits during the inspection period.

**PROPERTY SOLD “AS IS”:** The Buyer is purchasing the Property “as is”. Buyer agrees Seller is not responsible to make repairs or improvements to the property prior to closing. However, this agreement is contingent upon a satisfactory inspection of the property by the Buyer.

**DEFECTS:** By executing this contract, Seller believes to the best of his/her knowledge, the property to be free from hazardous substances and from violation of any zoning, environmental, building, health, or other governmental codes and ordinances. Seller further warrants that there are no material or other known defects, liens, or facts regarding Property, which would adversely affect the value of the Property that have NOT been disclosed to Buyer or Buyer’s assignees.

**JUDGEMENTS:** Seller warrants that there are no judgements threatening the equity in Property, and that there is no bankruptcy pending or contemplated by any titleholder. Seller will not further encumber Property and an affidavit may be recorded at Buyer’s expense putting the public on notice that the closing on this contract will extinguish liens and encumbrances hereafter recorded.

**BUYER’S DISCLOSURES:** Employees/contractors of the purchasing entity may be licensed real estate agents/salespersons. Buyer and/or his employees are not representing any other party and Buyer and Seller agree that each is acting in their own best interest. Buyer’s exact vesting to be determined in escrow.

**SELLER ACKNOWLEDGMENT:** Seller hereby acknowledges that all negotiations and deadlines with Buyer have been and are at arm’s length and that Buyer has exerted no duress or undue influence over Seller or Seller’s family in connection with this Agreement. Seller is aware that the Buyer is purchasing the Property for immediate and/or concurrent resale and profit.

**ATTORNEY FEES:** If legal action is needed to enforce any part of this Agreement, the winning party is entitled to reasonable attorney fees and cost.

**THIS IS THE ENTIRE AGREEMENT:** This Agreement is complete between the Parties. No other representations, either verbally or in writing have been made or relied upon in making this Agreement. If any part or provision in this agreement is held to be invalid or unenforceable, the

remaining valid provisions will stay in force and effect. Any additional terms or agreements must be incorporated hereto as a written addendum to this Agreement.

**HOA FEES:** Buyer is responsible for all HOA transfer fees.

### OTHER PROVISIONS:

This Agreement must be accepted and signed by Seller by 5:00 p.m. Eastern Time on:

. If not accepted by this date and time the Agreement is invalid and void.

**ACCEPTANCE:** This instrument will become a binding contract when accepted by the Seller and signed by both Buyer and Seller. By signing below, the Parties acknowledge, accept and agree to the terms and conditions of this Agreement to Purchase Real Estate.

# Buyer(s):

## By: Date

# Seller(s):

## By: Date

**Contact Information**

### Seller(s):

Name:

Phone:

Email:

Mailing Address:

### Buyer(s):

Organization:

Representative Name:

Toll Free Phone:

Fax:

Email

Mailing Address: