This is a legally binding contract entered into this day\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. RECEIPT IS

HEREBY ACKNOWLEDGED OF THE SUM OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_\_\_)

From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Buyer) as a deposit on account

of the purchase price of the following described property upon the terms and conditions as stated herein.

DESCRIPTION OF PROPERTY: That lot, piece, or parcel of land situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_.

For the PURCHASE PRICE of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TERMS AND CONDITIONS OF SALE: AS IS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer is responsible for paying for any appraisal associated with the property. Appraisal Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer is responsible for paying any inspection fee associated with the property. Inspection Fee $\_\_\_\_\_\_\_\_\_\_\_

Administrative Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer cannot advertise or promote the property prior to close.

Possession of said premises will be given to purchaser at the time of closing. Keys may or may not be transferred to buyer.

This contract is not assignable.

Taxes, rent and rent securities shall be prorated at the time of closing and paid by the seller.

This contract is subject to a \_\_\_\_\_\_ day inspection period upon acceptance of offer.

Seller agrees to deliver premises at time of closing in an as-is condition. In case the property is destroyed, wholly or partially, by fire or other casualty prior to closing, Buyer or Seller shall have option for ten (10) days thereafter of proceeding or terminating agreement.

If buyer needs financing to purchase the property, we reserve the right to continue marketing and accept offers for the property until buyer receives a final commitment letter with no contingencies from their lender.

Said property is being sold and purchased subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of Public Record.

It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto. This means that all deadlines are intended to be strict and absolute. If the closing does not occur by the Closing Date, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages.

In the event Buyer requests an extension of the Closing Date or of the deadline for the fulfillment of any contingency, and the Seller agrees to the extension, the Buyer agrees to pay to the Seller a per diem penalty of the greater of $50.00 or 1/10 of 1% of the purchase price per calendar day towards Seller’s carrying costs, through and including the Closing Date specified in the written extension agreement. The per diem amount must be deposited with the Seller at the time any request for extension is made.

Seller agrees to deliver a good and marketable or insurable owner’s title to the property above described free and clear of all encumbrances except as herein set forth. Buyer shall pay for state and county documentary stamps and preparation of deed. Buyer agrees to notify Seller in writing prior to closing of any defects in title as soon as reasonably possible and if title proves to be not good and marketable or insurable, the seller is to make title good and marketable or Insurable and shall give reasonable time from notification so to do. The Buyer and Seller have until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to accept this Offer to Purchase and Contract of Sale and if not returned then contract shall be null and void and of no force and effect.

This transaction shall be closed, the balance of the moneys due shall be paid, and all documents signed by the parties hereto on or before\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Buyer to have their funds for closing in the closing office’s escrow account no later than 48 hours before the original scheduled closing date and time. If Buyer is at fault for not having funds sent in time Buyer is subject to a $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ fee. The deposit is to be held by the Seller or agreed upon Escrow Company pending closing. It is expressly agreed that upon the event of any default or failure on the part of the Purchaser to comply with the terms and conditions of this contract that said deposit is to be paid to Seller as liquidated damages.

The parties hereto further agree that this written contract and the attached Addendum express the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

This contract shall be binding on parties, their principles, heirs, personal representatives, or assigns. It is agreed that the listing broker in this transaction, if any, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and is being paid by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of \_\_\_\_\_\_\_\_\_, and the selling broker in this transaction, if any, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is being paid by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of \_\_\_\_\_\_\_\_\_\_.

The undersigned jointly and severally agree to purchase and sell the above-described property on the terms and conditions stated in the foregoing instrument and attached addendum that must be attached and included as part of this contract.

PURCHASER(S) Date SELLER(S) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES: Date WITNESSES: Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_