

## PURCHASE AND SALE AGREEMENT FOR LEASE PURCHASE

1 **1. Purchase and Sale.** \_\_\_\_\_ (“Buyer”)  
2 The undersigned buyer \_\_\_\_\_

3 agrees to buy and the undersigned seller \_\_\_\_\_

4 (“Seller”) agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

5 All that tract of land known as: \_\_\_\_\_  
6 (“Address”) \_\_\_\_\_ (“City”), \_\_\_\_\_ (“State”), \_\_\_\_\_ (“Zip”), as recorded in  
7 \_\_\_\_\_ County Register Office, deed book(s), \_\_\_\_\_ page(s), \_\_\_\_\_ and further described as:

8 \_\_\_\_\_  
9 \_\_\_\_\_ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the  
10 “Property.”

11 **A. INCLUDED** as part of the property (if present): all attached light fixtures and bulbs including ceiling fans,  
12 permanently attached plate glass mirrors, heating, cooling, and plumbing fixtures and equipment; all doors, storm doors  
13 and windows, all window treatments and hardware; all wall-to-wall carpet; all built-in kitchen appliances and range; all  
14 bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system  
15 components and controls; garage door opener and all (at least \_\_\_\_\_) remote controls; swimming pool and its  
16 equipment; awnings, permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mail boxes;  
17 attached basketball goals and backboards; TV antennae and satellite dishes (excluding components); central vacuum  
18 systems and attachments.

19 **B.** Other items that **REMAIN** with the Property at no additional cost to Buyer:  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_

23 **C.** Items that **WILL NOT REMAIN** with the Property:  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_

27 **D. LEASED ITEMS:** Leased items that remain with the Property (e.g. security systems, water softener systems, fuel  
28 tank, etc.): \_\_\_\_\_ Future lease payments shall be the  
29 responsibility of \_\_\_\_\_. If leases are not assumable, it will be Seller’s responsibility to pay balance.

30 **E. FUEL:** Fuel, if any, will be adjusted and charged to the Buyer and credited to the Seller at closing at current market  
31 prices.

32 **2. Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise  
33 provided herein, Buyer will at closing have sufficient cash to complete the purchase of the Property. The purchase price to be  
34 paid is: \$ \_\_\_\_\_

35 U.S. Dollars, which shall be disbursed and paid to Seller or Seller’s Closing Agency in the same form as deemed acceptable  
36 under the Tennessee Residential Funds Distribution Act, as amended. This Agreement  is  is not contingent upon the  
37 appraised value either equaling or exceeding the agreed upon purchase price. If appraised value is equal to or exceeds purchase  
38 price, this contingency is satisfied. Purchase is subject to the following:

### **Closing Costs and Discount Points:**

39 \_\_\_\_\_  
40 Seller Expenses: Seller shall pay all existing loans affecting the Property, including all penalties, release preparation costs,  
41 and applicable recording costs; Seller’s closing fee, document preparation fee and/or attorney’s fee; fee for preparation of deed;  
42 and notary fee on deed.

43 Buyer Expenses: Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer’s closing  
44 fee, document preparation fee and/or attorney’s fee; preparation of note, deed of trust, and other loan documents; mortgage  
45 loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance;  
46 required reserved deposits for insurance premiums and taxes; prepaid interest; and reinspection fees pursuant to appraisal; and  
47 any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points,  
48 application, commitment, underwriting, document review, courier, assignment, photo, tax service and notary fees.



49 Title Expenses: cost of title search or abstract; mortgagee's policy and owner's policy shall be paid as follows:

50 \_\_\_\_\_

51 Buyer to receive benefit of simultaneous issue.

52 Not all of the above items are applicable to every transaction and may be modified as follows:

53 \_\_\_\_\_

54 \_\_\_\_\_

55 Closing Agency for Buyer: \_\_\_\_\_

56 Closing Agency for Seller: \_\_\_\_\_

57 Title Company: \_\_\_\_\_

58 or other Closing Agency as mutually agreed by Seller and Buyer.

59 [Select A or B below. The sections not marked are not a part of this Agreement]:

60  **A. No Financial Contingency:**

61 Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan.

62 Buyer will furnish proof of available funds to close in the following manner: \_\_\_\_\_

63 (e.g. bank statement, lender's commitment letter) within \_\_\_\_\_ days after Binding Agreement Date. Failure to close due

64 to lack of funds shall be considered default by Buyer.

65  **B. Financial Contingency - Loan(s) To Be Obtained:** This Agreement is conditioned upon Buyer's ability to

66 obtain a loan(s) in the principal amount of \_\_\_\_\_% of the purchase price listed above or \$\_\_\_\_\_, to be

67 secured by a deed of trust on the Property; the loan to be paid in consecutive monthly installments of principal and

68 interest over a term of \_\_\_\_\_ years. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan

69 described herein based upon lender's customary and standard underwriting criteria. In the event Buyer, having acted in good

70 faith, and in accordance with the terms below is unable to obtain financing, Buyer may terminate this agreement, upon

71 written notice, with refund of Earnest Money. Lender is defined herein as the financial institution funding the loan. The

72 loan shall be of the type selected below:

73  Fixed Rate Loan  Adjustable Rate Loan  Conventional Conforming Loan  Nonconforming Loan

74  FHA Loan; attach addendum  VA Loan; attach addendum  Assumption (attach Assumption Addendum)

75  Additional Loan To Be Obtained (e.g. second loan, home equity line of credit, etc.)

76 **Loan Obligations:** The Buyer agrees and/or certifies as follows:

77 (a) to make application for the loan within five (5) days after the Binding Agreement Date.

78 (b) to immediately notify Seller's representative of having applied for the loan and the name of the lender.

79 (c) to pursue qualification for and approval of the loan diligently and in good faith.

80 (d) to pay any fees necessary to complete full loan processing and approval, and require lender to order credit report and

81 appraisal within two (2) days after application.

82 (e) to continually and immediately provide requested documentation to lender.

83 (f) unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of

84 any existing property, and

85 (g) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect

86 Buyer's ability to obtain the Primary Loan or any other loan referenced herein, and

87 Should Buyer fail to make timely application as agreed, Seller may make written demand for compliance. If Buyer does

88 not furnish Seller written evidence of application within five (5) days after such notice, Seller's obligation to sell is

89 terminated and Buyer shall be considered in default. Buyer may also apply for a loan with different terms and conditions

90 and also close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan

91 does not increase any costs charged to the Seller. Buyer shall be obligated to close this transaction if Buyer has the ability

92 to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

93 Within twenty (20) days after Binding Agreement Date, Buyer shall provide to Seller or Seller's representative a

94 conditional commitment letter from the Buyer's lender providing reasonable assurance of Buyer's ability to obtain the

95 financing contemplated by this Agreement. Said letter shall be in form and substance acceptable to Seller at Seller's

96 reasonable discretion; however, a letter from the lender verifying that Buyer has available funds to close, credit and

97 appraisal acceptable to lender, and employment or income necessary to obtain said loan shall be deemed acceptable. Seller

98 shall have the right to declare this Agreement null and void if said letter is not timely received, in which case Earnest

99 Money shall be returned to Buyer.



100 **3. Deposit Money.**

101 Buyer has paid or will pay within \_\_\_\_\_ days after the Binding Agreement Date to \_\_\_\_\_ name of holder  
102 ("Holder") located at \_\_\_\_\_ address of holder  
103 \$ \_\_\_\_\_ by check (OR \_\_\_\_\_). In the event any Deposit Money check  
104 is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall  
105 have one (1) day after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, the Seller  
106 shall have the right to terminate this Agreement upon written notice to the Buyer. Deposit Money is to be deposited promptly  
107 after the Binding Agreement Date or the agreed upon delivery date above or as specified in the Special Stipulations section.  
108 Holder shall disburse Deposit Money only as follows:

- 109 (a) at closing;
- 110 (b) upon a written agreement signed by all parties having an interest in the funds;
- 111 (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Deposit Money;
- 112 (d) upon a reasonable interpretation of the Agreement; or
- 113 (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over  
114 the matter.
- 115 Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable  
116 attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and  
117 expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any  
118 matter arising out of or related to the performance of Holder's duties under this Deposit Money paragraph. Deposit Money  
119 shall not be disbursed prior to fourteen (14) days after date of deposit unless written evidence of clearance by bank is provided.

120 **4. Closing and Possession.**

121 **A. Closing Date:** This transaction shall be closed (evidenced by delivery of warranty deed and payment of purchase price),  
122 and this Agreement shall expire, on midnight of the \_\_\_\_\_ day of \_\_\_\_\_, or on such earlier date  
123 as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the  
124 event of default. Any extension of this date must be agreed to by the parties in writing.

125 **1. Possession:** Possession of the Property will be given on \_\_\_\_\_. Possession is subject to the  
126 terms of the attached addendum #1 for Lease Purchase Agreement, "Lease Terms for Lease Purchase Agreement" and  
127 after Seller's approval of credit and employment verification. See attached addendum #2 for Lease Purchase  
128 Agreement, "Tenant Information".  
129  Occupancy Agreement attached.

130 **B. Prorations:** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year  
131 in which the sale is closed shall be prorated as of the date of closing. In the event of a change or reassessment of taxes for  
132 the calendar year after Closing, the parties agree to pay their recalculated share. Taxes for prior years and roll back taxes,  
133 if any, will be paid by Seller.

134 **C. Special Assessments:** Special assessments approved or levied prior to the closing date shall be paid by the Seller at  
135 or prior to closing unless otherwise agreed as follows: \_\_\_\_\_

136 **D. Warranties Transfer:** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any  
137 manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or other similar warranties which by  
138 their terms may be transferable to Buyer.

139 **5. Title and Conveyance.**

- 140 **A.** Seller warrants that at the time of closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good  
141 and marketable title to said Property by general warranty deed, subject only to  
142 (1) zoning;  
143 (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date  
144 upon which the improvements do not encroach;  
145 (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding  
146 Agreement Date; and  
147 (4) leases and other encumbrances specified in this Agreement.

148 If title examination, mortgage loan inspection or boundary line survey, or other information discloses material defects,  
149 Buyer may

150 (1) accept the Property with the defects **OR**

151 (2) require Seller to attempt to remedy within fifteen (15) days after its discovery. If not remedied within fifteen (15)  
152 days, Buyer may elect to void this Agreement with refund of Earnest Money deposit.



153 Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in  
154 Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the  
155 purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title  
156 insurance company.

157 **B. Deed:** Deed to be made in the name of \_\_\_\_\_  
158 The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility to  
159 consult the closing agency or attorney prior to closing.

160 **6. Seller's Property Disclosure.**

161 Pursuant to the requirements of the Tennessee Residential Property Condition Disclosure Act, a Property Condition  
162 Disclosure Statement, Exemption, or if Buyer waives Disclosure, a Disclaimer has been or will be provided prior to the  
163 Binding Agreement Date.

164 **7. Lead Based Paint Disclosure.**

165  does not apply.  does apply (Property built prior to 1978 - see attached Lead Based Paint Disclosure)

166 **8. Inspections.**

167 **A. RIGHT TO MAKE INSPECTIONS:** All inspections/reports are to be made at Buyer's expense,  
168 including those required/recommended in the home inspection report, unless otherwise stipulated  
169 in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third party  
170 inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed  
171 Home Inspector. However, nothing in this paragraph shall preclude Buyer from conducting any inspections on his/her  
172 own behalf, nor shall it preclude a Buyer from retaining a qualified (and if required by law, licensed) professional to  
173 conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not  
174 limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is  
175 not in violation of TCA § 62-6-301, et. seq. as may be amended. Seller shall cause all utility services and any pool, spa,  
176 and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement. Buyer  
177 agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in exercising their rights  
178 under this Purchase and Sales Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of  
179 this agreement by either party, which shall remain enforceable. **Buyer waives any objections to matters of  
180 purely cosmetic nature disclosed by inspection. Buyer has no right to require repairs or  
181 alterations purely to meet current building codes, unless required to do so by governmental  
182 authorities. In the event Buyer fails to timely make any inspection, the Buyer shall have  
183 forfeited any rights provided under this Section, and in such case shall accept the Property in its  
184 current condition normal wear and tear excepted.**

185 **B. Initial Inspections:** Buyer and/or its inspectors/representatives shall have the right and responsibility to enter the  
186 Property during normal business hours, for the purpose of making inspections and/or tests of the following items: all  
187 appliances, the plumbing systems (including but not limited to spa/whirlpool tub, hot tub, sauna, swimming pools,  
188 irrigation system), heating and air conditioning systems, electrical systems (including but not limited to smoke, fire,  
189 security system), sewage disposal systems, wells, water source, fireplaces (including but not limited to gas starter and/or  
190 logs), environmental issues (including but not limited to asbestos, radon gas, and toxic mold), synthetic stucco (EIFS),  
191 cracked window panes and/or broken seals, structural defects, interior water intrusion(s), standing water within foundation  
192 and/or basement, and the roof and decking for visible leaks. **The inspection report is not to ascertain the  
193 cosmetic imperfections of Property or other items that Buyer has already considered or should  
194 have already considered in determining the purchase price.**

195 **C. Wood Destroying Insect Infestation Inspection Report:**

196 Party responsible for obtaining the "Wood Destroying Insect Infestation Inspection Report" shall cause it to be delivered  
197 to the other party **no later than 3 days prior** to the expiration of Buyer's inspection period.  Buyer  Seller  
198 shall cause to be made at  Buyer expense  Seller expense, the inspection report at a cost not to exceed  
199 \$ \_\_\_\_\_, by a Tennessee licensed and chartered pest control operator, of each dwelling, garage, and other  
200 permanent structure on the Property excluding: \_\_\_\_\_  
201 for evidence of active infestation and/or damage. If the report indicates evidence of active infestation, the Seller agrees to  
202 treat infestation at Seller's expense and provide documentation of the treatment to the Buyer. The cost of such treatment  
203 shall not be included in the Repairs / Replacement Costs paragraph below. Damage and/or repair costs, if any, shall be  
204 included in the Repairs / Replacement Costs paragraph below.



205 **D. Buyer's Inspection Period and Resolution:**

206 Within \_\_\_\_\_ days after Binding Agreement Date, any inspections described herein shall be made AND, by written  
207 notice to Seller, Buyer shall either:

208 **THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT**

209  (OPTION 1) furnish Seller with a list of written specified objections and immediately terminate this Agreement  
210 with all Earnest Money refunded to Buyer. Seller, upon request, shall be entitled to a copy of all inspection reports.

211 **OR**

212 (OPTION 2) accept the Property in its present "AS IS" condition with any and all faults and no warranties  
213 expressed or implied. Seller has no obligation to make repairs;

214 **OR**

215 (OPTION 3) furnish Seller a copy of any and all inspection reports and a written list of items set forth in the  
216 inspection report(s) which Buyer requires to be repaired and/or replaced in a professional and workmanlike manner.

217 Seller shall, by written notice within \_\_\_\_\_ days after receipt of notice of repair requirements

218 (a) accept the repair proposal if the cost is within the limit stated in Repairs / Replacement Costs paragraph.

219 **OR**

220 (b) if the cost exceeds the limit, Seller shall have the option of making repairs **OR** may submit to Buyer a  
221 counter repair proposal.

222 Seller's failure to timely respond shall be deemed acceptance of Buyer's repair proposal.

223 Buyer shall, within \_\_\_\_\_ days after receipt of Seller's counter repair proposal, either

224 (a) accept Seller's counter repair proposal;

225 **OR**

226 (b) make a counter repair proposal to Seller;

227 **OR**

228 (c) terminate this Agreement with all Earnest Money refunded to Buyer.

229 Buyer's failure to timely respond shall be deemed acceptance of Seller's counter repair proposal.

230 **E. Waiver of Inspection:**

231 **THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT**

232  Buyer, having been advised of the benefits of inspections, waives the Inspection Rights under this Section except:

233 \_\_\_\_\_

234 \_\_\_\_\_

235 **9. Final Inspection:** Buyer shall have the right to conduct a final inspection of the Property no later than \_\_\_\_\_ days prior  
236 to closing only to confirm the Property is in the same or better condition as it was on the Binding Agreement Date, normal  
237 wear and tear excepted and to determine that all repairs/replacements have been completed. Closing of this sale constitutes  
238 acceptance of the Property in its condition as of the time of closing, unless otherwise noted in writing.

239 **10. Repairs / Replacement Costs:** Seller's total cost to make repairs and/or replacements of damage or deficiencies  
240 identified by any and all inspections, "Wood Destroying Insect Infestation Inspection Report" (excluding treatment expense),  
241 tests, appraisals and/or lender requirements shall not exceed \$\_\_\_\_\_.

242 **11. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the  
243 Seller or the Buyer are not parties to this Agreement and do not have or assume liability for the performance or  
244 nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following,  
245 including but not limited to, those matters which could have been revealed through a survey, flood certification, title search  
246 or inspection of the Property; for the condition of the Property, any portion thereof, or any item therein; for the necessity or  
247 cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for  
248 the availability, capability, and/or cost of utilities, sewer, septic, or community amenities; for applicable boundaries of  
249 school districts or other school information; for the appraised or future value of the Property; square footage of Property; any  
250 condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing;  
251 and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not  
252 experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they  
253 shall seek independent expert advice relative thereto.

254 **12. Brokerage.** Seller agrees to pay Listing Broker at closing the compensation specified by separate agreement. The Listing  
255 Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance  
256 with the terms and provisions specified by separate agreement.



257 **13. Default.** Should Buyer default hereunder, the Earnest Money shall be forfeited as partial liquidated damages to the Seller,  
258 and Seller may sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should  
259 Seller default, Buyer's Earnest Money shall be refunded to the Buyer and Buyer may sue, in contract or tort, for damages or  
260 specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement  
261 of this Agreement (including suits filed after closing which are based on or related to the Agreement), the prevailing party  
262 shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees.

263 **14. Home Protection Plan: Not a Substitution for Home Inspection. Exclusions to coverages may apply.**

264  **WARRANTY:** \_\_\_\_\_ to pay \$ \_\_\_\_\_ for the purchase of a limited warranty to be funded at closing.

265 Warranty company: \_\_\_\_\_

266 Ordered by: \_\_\_\_\_ (Real Estate Co.)

267 Deductible \$ \_\_\_\_\_ . Buyer and Seller understand that an administrative fee may be paid to the Broker by the

268 Warranty company.

269  Warranty waived.

270 **15. Other Provisions.**

271 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.**

272 This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal  
273 representatives and permitted assigns. This Agreement constitutes the sole and entire agreement between the parties  
274 hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement.  
275 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any  
276 assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert  
277 the time and date of the notice of acceptance of the final offer and further agree to be bound by such as the Binding  
278 Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

279 **B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after  
280 closing shall survive the closing and delivery of the deed and shall remain binding upon the parties to this Agreement  
281 and shall be fully enforceable thereafter.

282 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and  
283 shall be interpreted in accordance with the laws and in the courts of the state of Tennessee.

284 **D. Time of Essence.** Time is of the essence of this Agreement.

285 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa,  
286 and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate, and (3) the term  
287 day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless  
288 otherwise specified in this Agreement. **In the event a performance deadline, other than the Closing Date, Day of**  
289 **Possession (in paragraph four (4)), and Offer Expiration date (in paragraph twenty-one (21)), occurs on a Saturday,**  
290 **Sunday or legal holiday, the performance deadline shall be extended to the next following business day. In calculating**  
291 **any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding**  
292 **Agreement Date);**

293 **F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or  
294 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of  
295 this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the  
296 approval of the closing documents by the parties shall constitute their approval of any differences between this  
297 Agreement and the closing. The Buyer and Seller agree that if requested after closing they will correct any documents and  
298 pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or  
299 omissions, or the result of erroneous information.

300 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in  
301 writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission  
302 (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)  
303 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by  
304 the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party  
305 for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

306 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to the Property shall be borne by the Seller until transfer  
307 of title. If casualty loss prior to closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this  
308 agreement with a refund of Earnest Money to Buyer.



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Modified 8/8/2007

309 **I. Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or  
310 national origin.

311 **16. Survey and Flood Certifications.** Survey Work and Flood Certifications are the best means of identifying boundary  
312 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Loan Inspection or  
313 Boundary Line Survey and Flood Zone Certifications. If these matters are of concern to the Buyer, Buyer should address  
314 these concerns in the Special Stipulations Section of this Agreement.

315 **17. Water Supply and Waste Disposal.** The system(s) may or may not meet state and local requirements. It is the right  
316 and responsibility of Buyer to determine the compliance of the system with state and local requirements. Refer to "Water  
317 Supply and Waste Disposal Notification". If these matters are of concern to the Buyer, Buyer should address these concerns  
318 in the Special Stipulations Section of this Agreement.

319 **18. Exhibits And Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of  
320 this Agreement.

321 SEE ATTACHED: Addendum #1 Lease Terms for Lease Purchase Agreement and Addendum #2 Lease Tenant Information.  
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335 **19. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

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363 **20. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy  
364 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and  
365 may be treated as originals and that the final Purchase And Sale Agreement for Lease Purchase containing all signatures and  
366 initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital  
367 signature as defined by the applicable State or Federal Law.

368 **21. Time Limit of Offer.**

369 This Offer may be withdrawn at any time before acceptance with notice; Offer terminates if not countered or accepted by  
370 \_\_\_\_\_ o'clock  am/  pm; on the \_\_\_\_\_ day of \_\_\_\_\_.

371 **NOTE: Any provisions of this Agreement which are preceded by a box "  " must be marked to be a**  
372 **part of this Agreement. By affixing your signature below you also acknowledge that you have**  
373 **reviewed each page and received a copy of this Agreement.**

374 Buyer hereby makes this offer.

375 \_\_\_\_\_  
376 **BUYER**

**BUYER**

377 \_\_\_\_\_  
378 **DATE**

at \_\_\_\_\_ o'clock  am/  pm

**DATE**

at \_\_\_\_\_ o'clock  am/  pm

379 Seller hereby:

**ACCEPTS** - accepts this offer.

**COUNTERS** - accepts this offer subject to the attached Counter Offer(s).

**REJECTS** this offer and makes no counter offer.

383 \_\_\_\_\_  
384 **SELLER**

**SELLER**

385 \_\_\_\_\_  
386 **DATE**

at \_\_\_\_\_ o'clock  am/  pm

**DATE**

at \_\_\_\_\_ o'clock  am/  pm

387 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")  
388 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided  
389 on \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ time by \_\_\_\_\_ name

390 For Information:

391 \_\_\_\_\_

392 Listing Company

Selling Company

393 \_\_\_\_\_

394 Independent Licensee

Independent Licensee

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Modified 8/8/2007



## **LEASE TERMS FOR LEASE PURCHASE AGREEMENT Addendum #1 for Lease Purchase Agreement**

Property Address: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

This LEASE TERMS FOR LEASE PURCHASE AGREEMENT ADDENDUM (hereinafter "Addendum"), between the undersigned Seller and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Purchase and Sale Agreement for Lease Purchase for the purpose of changing, deleting, supplementing or adding terms to said Purchase and Sale Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1.** The Buyer agrees to lease said property from the Seller prior to the closing of the purchase of the property, upon the terms, conditions, and provisions hereinafter set forth.
- 2.** As a precondition to the Buyer's occupancy of said property pursuant to the leasing of same, Buyer agrees to provide, in advance, the information requested in Addendum #2 "Tenant Information sheet" which is attached hereto and hereby authorizes its verification and obtaining of a credit report. The credit report and employment verification is to be obtained within 5-7 days from the date upon which the "Tenant Information sheet" has been delivered to Seller. In the event the credit report and/or employment verification does not meet with Seller's approval, the Buyer's deposit shall be refunded and this agreement, both the said Purchase and Sale Agreement and Addenda shall become null and void.
- 3.** The commencement of the lease period shall begin on the date specified by the Purchase and Sale Agreement for Lease Purchase.
- 4.** During the period of the lease, Buyer agrees to pay Seller the sum of \$ \_\_\_\_\_ as rent, to be paid in advance on the first day of each monthly rental period as set forth in Paragraph 3 above. Said monthly rent shall be paid to Seller at the following address \_\_\_\_\_, or at such address as the Seller may designate in writing subsequent to the date of this agreement. A 5% late fee will be assessed to and paid by Buyer for any monthly rental payment which is not received by seller within 5 days after the due date thereof. If the bank returns a rent check unpaid, Buyer shall pay Seller an additional charge of \_\_\_\_\_ to cover the expense of processing. The buyer waives notice and demand as to all payments of rent due thereunder. All parties understand and agree that neither Broker nor licensee is acting in the capacity of a property manager in this transaction.
- 5.** During the terms of the lease period, Seller agrees to make timely payment on the existing first mortgage on subject property and maintain adequate fire insurance and pay all property taxes when due. If Seller fails to make such mortgage payments in a timely manner, or shall fail to maintain fire insurance on the property or to pay all real estate taxes thereon, Buyer shall have the right to elect to cancel and rescind this Lease Purchase Agreement by giving written notice to Seller of such election and Buyer shall thereupon be entitled to repayment by Seller of any amounts applying to the purchase price under the terms on this Lease Purchase Agreement, or in the alternative the Buyer may elect to pay such delinquent mortgage payments to the mortgagee, obtain new adequate fire insurance for the improvements on the property and/or pay any delinquent taxes on said property and shall receive full credit for such sums as may be expended by Buyer toward the amount owed to Seller under the terms of this agreement. In such case, this Lease Purchase Agreement shall remain in full force and effect.
- 6.** In consideration of Seller allowing Buyer to take possession and occupy said property prior to closing, the Buyer understands that the deposit of \$ \_\_\_\_\_ as set forth in the Purchase Agreement, as well as any monthly rent paid hereunder, as set forth in the Purchase Agreement, will not be refunded for any reason, except for a breach of this agreement by Seller. However, it is understood that the deposit will apply towards the Buyer's down payment or closing costs upon consummation of the sale. In the event Buyer fails to consummate the closing of this transaction as specified herein, the aforesaid deposit or \$ \_\_\_\_\_ shall be construed and considered as rent and retained by Seller respectively. No interest shall accrue to the benefit of the Buyer on these funds.



7. Buyer shall inspect the property under the terms of paragraph 8 in the Purchase and Sales Agreement for Lease Purchase. Any repairs made by the Seller prior to the occupancy shall be governed by paragraph 9 of the Purchase and Sales Agreement for Lease Purchase. The Buyer agrees that they have inspected the said premises carefully prior to the signing of this agreement and without any reservation other than those listed herein in writing, accept the property including improvements, fixtures and equipment, suitable and ready for use as their home; that all items of construction have been completed to their satisfaction and that they will make all repairs and maintain said property during the term of this agreement at their own expense (except for hazard insurance losses). Seller agrees to pay the deductible on any hazard insurance claims.
8. Buyers hereby acknowledge responsibility for obtaining adequate insurance for their personal property. Seller assumes no responsibility for any loss whatsoever. Seller will maintain coverage on the dwelling until closing and will provide proof of coverage to Buyer.
9. Buyers shall not assign this agreement, nor permit anyone other than the persons whose signatures appear herein and their children to occupy the property.
10. Buyer agrees to pay all costs of connecting utilities (including but not limited to gas, electricity, garbage pickup, water and sewage), deposits for same and costs of utilities expended during the term of this agreement. Buyer shall cause all accounts to be placed in their name(s) no later than at the time Buyer takes possession of the property.
11. Buyers shall maintain the lawn, shrubbery and flower beds in a responsible manner; keep same free of weeds and debris; not deliberately destroy, deface, impair or remove any part of the premises; and not engage in any illegal or obnoxious conduct on the premises.
12. The Buyers understand that the occupancy prior to closing the sale on this property is granted due to the good credit and employment status of the Buyers at the time this agreement was signed and that increasing their monthly debt payments or changes in their employment may cause them not to qualify for a loan on the property. Buyers are further reminded that loan rejection will not entitle them to reimbursement of the \$ . . . . . deposit or any monthly sums paid to the Seller.
13. In the event Buyers shall fail to complete the purchase of said property or shall fail to qualify for the loan as described in the Purchase and Sale Agreement for Lease Purchase or are unable to meet the terms of the Purchase and Sale Agreement for Lease Purchase in any other respect, the Buyers right to occupy this property will automatically terminate and be at an end. Upon notification by Sellers, in writing, the Buyers shall vacate the premises within 30 days. In the event Buyers shall fail to vacate the premises within 30 days, Sellers have the right to institute and maintain a suit in Forcible entry and Detainer, and secure a writ of restitution. Any holding over by the Buyers at the expiration of this agreement shall be termed a tenancy at will, at a rental per day of twice the sum noted in paragraph #4 of this addendum and Buyers hereby specifically agree that they will not acquire by virtue of this occupancy or the signing thereof, any homestead rights to this property. Buyers shall pay all court costs and attorney's fees so expended. Buyers further agree that they will leave the premises in good repair and condition, cleaned and free of trash and in as good as or better condition as when first occupied.
14. In the event Buyers have deposited any rents, prepaid closing costs, down payments or any other funds with Broker, title company or Sellers, the holders of such funds are specifically given the right to disburse said funds upon the termination of this agreement from any cause, to pay any costs of repair, cleaning, attorney's fees, or any other expenditure authorized herein.
15. Seller shall not be liable for any damage or injury to Buyer, or any other person or to Property, occurring on the premises, or any part thereof, and Buyer agrees to hold Seller harmless from any claims for damages no matter how caused, provided Seller did not willfully cause damage or injury.
16. Buyer shall permit Seller or Seller's representative along with appraisers or repairmen to enter premises at reasonable times upon reasonable notice for the purpose of making necessary inspections or repairs as may be required by a lending institution or governmental authorities.
17. Boats, trailers, recreation vehicles (RVs), campers and non-operative vehicles are not permitted on the Property. No goods or materials of any kind or description, which are combustible or would increase fire risk, shall be placed in storage areas. Storage in such areas shall be at Buyer's risk, and Seller shall not be responsible for any loss or damage. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the property. No animals, birds or pets of any kind shall be permitted in Property unless prior written permission is obtained from Seller.
18. In the event that this agreement or any of the terms hereof are breached by any party hereto, the other party or parties shall have the right to place said agreement in the hands of an attorney for enforcement and the party or parties breaching the agreement of any terms herein shall pay all cost of enforcement and litigation together with a reasonable attorney's fee.



- 19.** In the event the property fails to appraise for the amount of the agreed upon sale price, Buyer agrees to exercise his privilege of proceeding with the consummation of the agreement without regard to the appraisal and will proceed with closing as soon as he can comply with the terms of the appropriate loan approval.
- 20.** This addendum shall supersede and override any other conflicting clauses or statements in the attached Purchase and Sales Agreement for Lease Purchase.
- 21.** Any default on the provisions of this addendum shall be considered a default of the attached Purchase and Sales Agreement for Lease Purchase.
- 22. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client pursuant to a written agency agreement shall be deemed to be notice to that party for all purposes herein.

This Addendum is made a part of the Purchase and Sale Agreement for Lease Purchase as if quoted therein verbatim. Should the terms of this Addendum conflict with the terms of the Purchase and Sale Agreement for Lease Purchase or other documents executed prior to or simultaneous to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Purchase and Sale Agreement for Lease Purchase shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

**BUYER** \_\_\_\_\_ **BUYER**  
 DATE \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
 DATE \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

The party(ies) below have signed and acknowledge receipt of a copy.

**SELLER** \_\_\_\_\_ **SELLER**  
 DATE \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
 DATE \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

For Information:

Listing Company \_\_\_\_\_ Selling Company \_\_\_\_\_

Independent Licensee \_\_\_\_\_ Independent Licensee \_\_\_\_\_

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## TENANT INFORMATION Addendum #2 for Lease Purchase Agreement

Regarding: \_\_\_\_\_ PROPERTY ADDRESS \_\_\_\_\_

This LEASE TERMS FOR LEASE PURCHASE AGREEMENT ADDENDUM (hereinafter "Addendum"), between the undersigned Seller and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Purchase and Sale Agreement for Lease Purchase for the purpose of changing, deleting, supplementing or adding terms to said Purchase and Sale Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties supply information and agree as follows:

Anticipated length of occupancy: \_\_\_\_\_

### Personal Data

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN# \_\_\_\_\_ DL# \_\_\_\_\_  
 Co-Tenant/Borrower \_\_\_\_\_ SSN# \_\_\_\_\_ DL# \_\_\_\_\_  
 Present Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Zip \_\_\_\_\_  
 How long at present address? \_\_\_\_\_ Landlord/Mortgage Co. \_\_\_\_\_ Phone \_\_\_\_\_  
 Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 How long at this address? \_\_\_\_\_ Landlord \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Phone \_\_\_\_\_

### Occupation

	Present Occupation	Prior Occupation	Co-Tenant's Occupation
Occupation	_____	_____	_____
Employer	_____	_____	_____
Self-Employed d.b.a.	_____	_____	_____
Business Address	_____	_____	_____
Business Phone	_____	_____	_____
Type of Business	_____	_____	_____
Position Held	_____	_____	_____
Name/Title-Supervisor	_____	_____	_____
How Long	_____	_____	_____
Monthly Gross Income	_____	_____	_____

### References

Bank Reference \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_



Credit Reference      Acct#      City      Highest amount owed      Purpose of credit      Date Opened / Closed

Personal Reference  
Name      Address      City      Occupation      Length of Occupation

Nearest Relative      Address      City      Relationship

Have you ever filed bankruptcy? \_\_\_\_\_ Have you ever been evicted from any tenancy? \_\_\_\_\_

Have you ever willfully and intentionally refused to pay any rent when due? \_\_\_\_\_

This Addendum is made a part of the Purchase and Sale Agreement for Lease Purchase as if quoted therein verbatim. Should the terms of this Addendum conflict with the terms of the Purchase and Sale Agreement for Lease Purchase or other documents executed prior to or simultaneous to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Purchase and Sale Agreement for Lease Purchase shall remain in full force and effect.

I DECLARE THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT, AUTHORIZE ITS VERIFICATION AND THE OBTAINING OF A CONSUMER CREDIT REPORT. I agree that Landlord may terminate any agreement entered into in reliance on any misstatement above.

The party(ies) below have signed and acknowledge receipt of a copy.

**BUYER / TENANT** \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm      **BUYER / TENANT** \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
DATE \_\_\_\_\_      DATE \_\_\_\_\_

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