

PROMISE TO PURCHASE AND SALE AGREEMENT

Location: _____ Agreement Number: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Description:

Legal Description / Address: _____

Parcel Number (if applicable): _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Contingencies and Conditions:

This Agreement is contingent upon the following conditions being satisfied or waived in writing by the Buyer: 1) Obtaining financing on terms acceptable to the Buyer; 2) Satisfactory inspection and appraisal of the Property by qualified professionals; 3) Title examination showing marketable and insurable title free of liens or encumbrances; 4) Approval of the Property and transaction by Buyer's attorney; 5) Any other contingencies as specified in the attached Addenda.

Closing and Possession:

Closing of this transaction shall occur at a mutually agreed location and time, upon satisfaction or waiver of all contingencies. Buyer shall be entitled to possession upon Closing unless otherwise agreed in writing. All closing costs, prorations, and adjustments shall be allocated as provided in this Agreement or by applicable law.

Representations and Warranties:

Seller represents that Seller is the sole owner of the Property with full right and authority to sell. Seller warrants that the Property will be delivered free and clear of all liens and encumbrances except as disclosed. Buyer acknowledges that Buyer has had the opportunity to inspect the Property and accepts it in its current condition subject to the contingencies

herein.

Default and Remedies:

If Buyer defaults under this Agreement, Seller may retain any earnest money deposit as liquidated damages, which the parties agree is a reasonable estimate of damages. If Seller defaults, Buyer may seek specific performance or terminate this Agreement and recover the earnest money deposit. The remedies provided herein are exclusive and in addition to any remedies available at law or equity.

Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means that provide confirmation of receipt, to the addresses set forth herein or as otherwise designated in writing.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

Miscellaneous:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. No amendment or modification shall be effective unless in writing and signed by both parties. If any provision is held invalid, the remainder shall remain in full force and effect. Waiver of any breach shall not constitute waiver of any subsequent breach.

Signatures:

BUYER'S SIGNATURE

SELLER'S SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

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