

# AGREEMENT TO PURCHASE/SELL REAL ESTATE

This is a legally binding contract entered into this day \_\_\_\_\_, 2016.

RECEIPT TO BE ACKNOWLEDGED IN THE SUM OF: **Three Thousand Dollars (\$3,000.00)** from \_\_\_\_\_ (Buyer) as a Non-Refundable Earnest Money Deposit (cashiers check or wire to Escrow Company) on account of the purchase price of the following described property upon the terms and conditions as stated herein. **Earnest Money Deposit to be delivered to Seller or Escrow Company in form of Wire or Cashiers Check, by 10:00 AM Arizona time on the first business day following Seller Acceptance, or this Agreement may be made null and void at option of Seller: True Freedom Achievers, LLC.**

DESCRIPTION OF PROPERTY: That lot, piece, or parcel of land situated in Maricopa County,

State of **Arizona**. Address \_\_\_\_\_, City \_\_\_\_\_, State **AZ** Zip \_\_\_\_\_

APN: \_\_\_\_\_

PURCHASE PRICE of \_\_\_\_\_ **Thousand** \_\_\_\_\_ **Dollars** (\$ \_\_\_\_\_)

**TERMS AND CONDITIONS OF SALE:**

Property is being sold "As Is". This transaction is not contingent on Buyer obtaining financing.

The Escrow Company for this transaction shall be Seller's choice.

Closing Date: This transaction shall be closed, the balance of the monies due shall be paid, and all documents signed by the parties hereto on or before 7 days from this Acceptance of this agreement. The earnest money deposit is to be held by the Escrow Company pending closing. It is expressly agreed that upon the event of any default or failure on the part of the Buyer to comply with the terms and conditions of this contract that said deposit is to be paid to Seller as liquidated damages.

Buyer cannot advertise or promote the property prior to close. Possession of said premises will be given to purchaser at Closing, or \_\_\_\_\_. This contract may not be assigned. Buyer pays all escrow/closing costs & any HOA transfer/docs/capital fees pertaining to this escrow. Seller to pay any outstanding HOA dues, if applicable.

Taxes, rent and rent securities (if applicable) shall be prorated at the time of closing and paid by the Seller. If Seller has the Property in escrow or under option but has not yet closed on it prior to the Closing Date above, Seller may choose to a) buy it and resell it to Buyer, b) do a double escrow (with this transaction being the 2nd leg & funds flowing forward to close the 1st leg), or c) assign the purchase contract with the current owner of record; so that Buyer's total procurement cost remains the same after the assignment fee is considered.

Seller agrees to deliver premises at time of closing in an "as-is" condition. Seller's information provided to Buyer about the property is deemed by Seller to be reliable, but Buyer herein acknowledges and verifies that Buyer has carried out the necessary due diligence it desired to purchase the property. Buyer agrees that all sales are final. Said property is being sold and purchased subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of Public Record.

In case the property is materially destroyed, wholly or partially, by fire or other casualty prior to closing, Buyer or Seller shall have option for seven (7) days thereafter of proceeding or terminating agreement.

This opportunity is for 'cash' buyers only. If using a lender or an IRA, Buyer understands that earnest money is non-refundable unless Seller cannot convey title. Buyer has viewed property and waives any further inspections.

This Agreement is subject to the Seller being able to obtain marketable title. Buyer agrees to notify Seller in writing of any defects in title as soon as reasonably possible and if title proves to be not good and marketable/insurable by the escrow company, then Seller shall be given a reasonable opportunity to remedy the title, and if Seller is unable to do so, then this transaction shall be canceled and Buyer shall be entitled to a full refund of its earnest money. Buyer expressly waives the remedy of specific performance in the event Seller is unable to convey title.

Seller reserves the right to continue to offer Property for sale until this offer has been formally accepted in writing, earnest money has been deposited by Buyer, and all contingencies removed in writing.

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

