



INNOVATIVE CLOSING SOLUTIONS

TURNING YOUR REAL ESTATE INTO REAL PROFITS

OFFER TO PURCHASE AND CONTRACT

PARTIES:

Buyer:

Seller:

NAME

MAILING ADDRESS

CITY, STATE ZIP

TELEPHONE

EMAIL

Buyer, hereby offers to purchase and Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all oil, gas, and mineral rights along with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the terms and conditions set forth herein. This offer shall become a binding contract (hereinafter referred to as "Contract") on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date." Buyer and Seller hereby agree that the preferred methods of communication and delivery of any notices required under this Contract shall be in the following order: 1) email; 2) telephone; and then, 3) mailing address.

1. REAL PROPERTY: Located in _____ County, State of North Carolina, being known as and more particularly described as:

Address: _____, NC _____

Lot Number: _____ Subdivision Name: _____ Tax ID: _____

All Part of the property acquired by Seller in Deed Book _____ at Page _____ .

2. FIXTURES: The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the Property, EXCEPT any such items leased by the Seller and the following items: _____

3. PERSONAL PROPERTY: The following personal property is included in the transfer of the Property for no additional consideration: _____

4. PURCHASE PRICE: The purchase price is \$ _____ and shall be paid in U.S. Dollars. The purchase price shall be paid as follows:

(a) \$ _____, DUE DILIGENCE FEE with this offer by cash or personal check to be irrevocably delivered to Seller.

However, should the sale is close, then, at that time it will be credited to Buyer, or in the event this contract is otherwise terminated not as a result of the breach of Buyer as described hereafter. In the event: (1) this offer is not accepted; or, (2) the Seller terminates this Contract for reasons not resulting from a breach of the Contract by Buyer prior to closing, then all Due Diligence monies shall be returned to Buyer by Seller as liquidated damages for Seller's termination of the Contract. In the event of breach of this contract by Seller, all Due Diligence monies shall be returned to Buyer upon Buyer's request, and such return shall be Buyer's sole remedy for

such breach. In the event of breach of this contract by Buyer, then Seller shall have available any and all remedies, including but not limited to Specific Performance, available to Seller for such breach. In the event of breach of this Contract by Buyer, Buyer shall be responsible to Seller for any attorney fees incurred by Seller in the pursuit of enforcement of this Contract whether or not any lawsuit against Buyer has been filed by Seller.

(b) \$ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(c) \$ _____, BALANCE of the purchase price in cash at Closing.

5. SELLER'S ABILITY TO TERMINATE:

Seller's performance is contingent upon: 1) satisfactory, in Seller's sole discretion, verification of Buyer's ability to perform its obligations under this Contract; 2) other matters not contemplated at the time of entering into the Contract that, in Seller's sole discretion, make the completion of the Contract unwise. Seller's Right to Terminate: If Seller, in Seller's sole discretion, is not satisfied that the above conditions have been satisfied, then Seller shall have the right to terminate this contract by delivering to Buyer, at any time prior to the Closing Date, written notice of termination. If Seller has timely delivered such notice and Buyer is not otherwise in breach of this Contract, this contract shall be terminated and all Due Diligence monies shall be returned to Buyer. Should Seller terminate this Contract and along with said notice of termination indicate one or more ways in which Buyer is in breach of this Contract, this Contract shall be terminated and all Due Diligence monies shall be retained by Seller; however, said retention of the Due Diligence monies shall not affect Seller's ability to pursue any and all legal remedies Seller may have against Buyer.

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller.

7. AS/IS CONDITION AND TITLE TRANSFER:

(a) Seller is marketing and selling this Property in "AS IS/WHERE IS" condition and makes no warranty as to the condition of the Property or its suitability for the Buyer's purposes provided, however, that the Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(b) This Contract is not contingent on the appraised value of the Property.

(c) This Contract is not contingent on Buyer's ability to obtain financing for the balance of the purchase price.

(d) All deeds of trust, liens, special or regular assessments (including Homeowner's Association assessments and charges), and other charges against the Property, for which the Buyer has not agreed to take title subject-to, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title will be delivered at Closing by SPECIAL WARRANTY DEED and will be insurable title, subject to ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ _____ per _____. Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any

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charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

9. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to Closing, including but not limited to appraisal, title search, title insurance, recording the deed and preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$_____ toward any of Buyer's expenses associated with the purchase of the Property.

10. PROPERTY DISCLOSURE:

- Seller will complete and deliver a signed copy of the N.C. Residential Property Disclosure Statement upon signing of this Contract.
- Seller and Buyer agree not to complete the N.C. Residential Property Disclosure Statement
- If the Property is residential and was built prior to 1978 Seller will sign and deliver to Buyer a Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.

11. PROPERTY INSPECTION/INVESTIGATION:

- (a) Inspections: Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate.
- (b) Wood-Destroying Insects: Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom.
- (c) Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon.
- (d) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

12. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (not including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer may conduct a walk-through inspection of the Property prior to Closing. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This repair obligation and indemnity shall survive this contract and any termination hereof.

13. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before _____ (the "Closing Date"). TIME IS OF THE ESSENCE with regard to the Closing Date. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to _____.

14. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: Buyer may take possession before Closing per the attached Agreement OR Seller may remain in possession after Closing until _____. On the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property but remains on the Property shall become the sole responsibility of Buyer.

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller without return of Due Diligence monies to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased after subtracting the value of the property transferred to Buyer at Closing. In no case shall the value of the property transferred to Buyer at Closing and the total of insurance proceeds transferred to Buyer exceed the total purchase price in this Contract. In the event the value of the property transferred to Buyer at Closing considered together with the total amount of insurance proceeds exceeds the total purchase price in this Contract, then Seller shall receive the

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amount of insurance proceeds in excess of the amount determined by subtracting the value of the property transferred to Buyer at Closing and the amount of insurance proceeds payable to Buyer by virtue of this provision. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

16. ASSIGNMENTS: Seller may assign this contract without the prior written consent of Buyer. Buyer may not assign this contract without the written consent of Seller, but if assigned by agreement, then this contract shall be binding on the Buyer, the assignee and his heirs and successors.

17. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

20. BACKUP OFFERS: Buyer acknowledges that Seller may continue to market the Property and solicit and accept backup offers for the sale of Property.

THIS IS A BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Date: _____

Buyer: _____ (SEAL)

Seller: _____ (SEAL)

Date: _____

Date: _____

Buyer: _____ (SEAL)

Seller: _____ (SEAL)