

# STANDARD AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the following parties:

(SELLER),

(BUYER)

The parties agree that the SELLER will sell and BUYER will buy the following property, upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked.

1. SUBJECT PROPERTY: Located in the County of Duval, State of Florida, to wit:  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_

also known by street address: \_\_\_\_\_

This sale includes the above described real property and shall also include all personal property and fixtures, including attached lighting fixtures, ceiling fans, drapery, mailbox, sheds, fences, appliances and installed landscaping. The following personal property is not included: None

2. TOTAL PURCHASE PRICE: \$ \_\_\_\_\_

**Cash Balance Due at Closing** \$ \_\_\_\_\_

3. PAYMENT METHOD FOR PURCHASE: All Cash

4. ZONING & RESTRICTIONS: Unless the property is zoned SFR and can be legally used for a SFR or if there is notice of proposed zoning changes or deed or other restrictions that could prevent such use at the time of closing, buyer will have the right to terminate this agreement.

5. CLOSING: Closing shall be on or before Thirty Business Days. Seller shall convey title by General Warranty Deed (unless otherwise specified), subject to taxes, existing zoning, covenants, restrictions and easements of record. Closing to be held at the office of: Sunshine Title. If title evidence or survey reveal any defects which render the title unmarketable, BUYER or closing agent will have seven (7) days from receipt of title commitment and survey to notify SELLER of such title defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which result this transaction will be closed within ten (10) days after delivery to buyer of evidence that such defects have been cured. If SELLER is unable to deliver marketable title. Buyer will have the right to terminate this agreement.

6. CLOSING COSTS: Buyer shall pay the following costs in transferring title: All closing costs

Seller shall pay the following costs in transferring title: : No Closing Costs

7. PRORATIONS: ALL Property taxes, rentals, association or condominium fees, PMI insurance, hazard insurance and interest on loans will be prorated as of the date of closing. Any delinquent property taxes will be paid by Seller **or** Buyer at closing.

8. TITLE: Seller shall provide clear and marketable title on or before closing. Any expense of curing title including but not limited to legal fees, discharge of liens and recording fees will be paid by Seller, unless otherwise agreed in writing. Buyer may accept or reject the title commitment policy issued by title company for any reason and if rejected, Buyer may terminate this contract and be entitled to return of all earnest money.

9. CONDITION OF PROPERTY: Buyer accepts property in it's present "as is" condition. Seller understands that there will be no home inspection performed, no appraisals, and no repairs requested to be done by Seller.

10. OCCUPANCY AND POSSESSION:  Property is vacant and will be given occupancy at closing  
 Property is occupied by seller and buyer will be given occupancy at closing\*  
 Property is occupied by tenant and buyer will be given occupancy at closing\*

\* If property is occupied by either seller or tenant on the day of closing or beyond the time allowed for closing in paragraph 5, contract will remain in force until 21 days after property is vacated by occupant..

**11. ADDITIONAL TERMS, CONDITIONS, OR ADDENDA**

A. Seller will allow Buyer to market, list, negotiate, and resell the property to a third party via assignment of contract within this contract period. Seller will allow buyer to place a lockbox on the property for prospective buyers to enter the premises to view the property.

**12. ACCESS TO PROPERTY:** Seller shall provide Buyer a key or otherwise make property accessible to Buyer and/or Buyer's lender, partner, contractor, appraiser, or inspector prior to closing. At Buyer's option, Buyer may place signage on property, prior to closing, for prospective tenants or assigns.

**14. ASSIGNMENT OF CONTRACT:** Buyer may assign this contract, without restriction. In the event assigned, all rights, interests, suits, claims and titles in this contract will be assigned with assignor released from all liability. Buyer can at his or her discretion list the property with a licensed agent for the purpose of contract assignment during the contract period.

**15. DEFAULT:** If Buyer defaults on the agreement, all deposits will be retained by the Seller as full settlement of any claim whereupon both parties will be relieved of all obligations under this agreement. If Seller defaults, the Buyer may seek specific performance or elect to receive the return of the Buyer's earnest money without thereby waiving any action for damages resulting from Seller's breach.

**16. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Seller Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Seller's Social Security Number: \_\_\_\_\_