

# **STANDARD REAL ESTATE PURCHASE CONTRACT**

Dated this **27<sup>th</sup>** day of **November**, 2017, **NOW HOME BUYERS LLC** And/Or Assigns (hereinafter "Buyer") and **JOHN SMITH**. (hereinafter "Seller") hereby enter into this contract for the sale of properties located at: **123 SW 203 TER Miami, FL 33189**

1. **PURCHASE PRICE:** **\$84,000.00** paid by Buyer in U.S. funds. All funds paid at closing must be paid in cash or cash equivalent.

2. **EARNEST MONEY DEPOSIT:** Buyer will put up a deposit of **\$2,000.00** toward purchase price with Escrow Agent no later than three days after Effective Date.

3. **ESCROW AGENT:** Title Company  
123 Meridian Parkway - Suite 100, MIAMI, FL, 33331  
Phone: (954)389-9444  
Fax: (954)389-4447  
Email: JohnDoe@titlecompanyexample.com

4. **CONTINGENCIES.**

A) Inspection Period:

Buyer, at Buyer's expense, shall have **15** business days after Effective Date hereof to have the property and all improvement, fixtures and equipment inspected. Seller shall cooperate in making the property reasonably available for such inspection(s). If house is vacant Seller allows Buyer to put Lockbox on property with a key to the house so that inspector/contractors can inspect property.

Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspection(s). If Buyer is not satisfied with the condition of the property as disclosed by such inspection(s), Buyer may terminate this contract by delivering written notice of such termination to Seller within the time frame set forth in this paragraph. If Buyer timely terminates this Contract, the deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract.

B) Buyer and Seller are responsible for their own typical closing costs. Closing costs include the buyers and sellers closing fees, title insurance, real estate taxes, transfer taxes and all fees associated with buyer getting free and clear title. Title insurance will be paid by seller

5. **TAXES:** Taxes will be pro-rated to the date of sale and Buyer will be given a credit at closing for any and all unpaid real estate taxes together with any and all penalties and interest.

6. **DEED:** Seller will provide marketable title via a general warranty deed with release of title to Buyer or Buyer's designee free and clear of all liens unless otherwise noted. If Seller/assignor of the property cannot provide clear title to the subject property then this contract will automatically be extended for 30 days in order to cure such defect. If the defect cannot be cured within the extension period the deposit shall immediately be returned to Buyer/Assigned upon demand.

7. **LEGAL REPRESENTATION:** Both parties have had an opportunity to seek legal counsel to advise them in this transaction.

8. **BROKER REPRESENTATION:** Seller understands that the buyer or someone from the Buying  
Seller Initial: \_\_\_\_\_, \_\_\_\_\_ Buyer Initials: \_\_\_\_\_

Corporation holds a Real Estate License but is acting as a Principal in transaction.

9. **CLOSING DATE; OCCUPANCY:** This contract will be closed and the deed and possession delivered free of tenants, occupants and future tenancies on or before 30 calendar days after the effective date.

10. **EFFECTIVE DATE:** The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer

11. **FIXTURES.** This sale shall include any and all fixtures to the property including but not limited to: heating and air conditioning equipment, built-in appliances, curtains and curtain rods, attached carpeting, attached mirrors and lights, screens and storm doors/windows, garage door openers, TV reception systems, outbuildings and all exterior plants and trees except as follows(none if nothing inserted): \_\_\_\_\_

12. **OTHER.** All representations and warranties of the parties are set forth in this contract and shall survive the closing. There are no representations, or agreements of the parties that have not been incorporated into this agreement. This contract is fully assignable

13. **SUCCESSORS:** This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

14. **DEFAULT AND ATTORNEY'S FEES:** If Buyer defaults on this agreement; all deposits will be retained by the Seller as full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this agreement. If Seller defaults under this Agreement, the Buyer may seek specific performance or elect to receive the return of the Buyers deposit(s) without thereby waving any action for damages resulting from Seller's breach. In connection with any litigation arising out of this Agreement, the prevailing party will be entitled to recover all costs including a reasonable attorney's fee

15. Special Stipulation:

\_\_\_\_\_

\_\_\_\_\_  
BUYER: Now Home Buyers LLC

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER: JOHN SMITH

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER :

\_\_\_\_\_  
DATE

Seller Initial: \_\_\_\_\_, \_\_\_\_\_

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