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: _____
From _____(Buyer) as a Non-Refundable Earnest Money Deposit upon the terms and conditions as states herein. **Earnest Money Deposit to be delivered to Seller or Escrow Company in form of Wire or Cashiers Check, by 3pm Arizona time on the first business day following Seller Acceptance, or this Agreement may be made null and void at option of Seller.**

DESCRIPTION OF PROPERTY: That lot, piece, or parcel of land situated in _____.

State of Arizona, Address _____, City _____, State ,Zip

APN: _____

PURCHASE PRICE of _____ 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 Equity Title with Penny Esparza Sr. Escrow Officer. 301 W Warner Rd. Suite 110 Tempe, AZ 85284.

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, rents, 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 est closed on it prior to 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 the Buyer's total procurement cost remains the same after the assignment fee is considered.

Seller agrees to deliver premises at the 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 easement 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 the 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.

Buyer Initials _____ Seller Initials _____

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 the 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.

Inspection examinations, certifications, appraisals, research, closings, repair estimates, repairs, or other services may be performed by vendors or contractors selected or recommended by Seller, or by Seller itself, as a convenience to the parties. Buyer agrees to hold harmless the Sellers as to the performance or nonperformance and cost of such vendors or contractors and is using such vendor or information obtained by such vendors at their own risk.

It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto. This means that all deadlines are intended to be strict and absolute.

This contract shall be binding on both parties, their principals, heirs, personal representatives, or assigns. It is agreed that the listing broker in this transaction, if any, is _____ and the selling broker/agent in this transaction, if any, is _____. (write "None" if no realtor involved)

The parties hereto further agree that this written contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

The Seller offers the Buyer no representations, warranties, or guarantees whatsoever express or implied, regarding the Property's nature, value, source, authenticity, fitness, merchantability, and/or other aspects characteristic of the Property. No statements anywhere, whether express or implied, shall be deemed a warranty or representation by Seller regarding the Property being purchased.

The undersigned Jointly and Severally agree to purchase and sell the above-described property on the terms and conditions stated herein. The CLOSING OF THIS TRANSACTION shall constitute as acknowledgment by the Buyer(s) that THE PREMISES WHERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

BUYER	Date	SELLER ACCEPTANCE	Date
_____		_____	
Signature		Signature	
_____		_____	
By:		Print Name	

This is a legally binding contract. If not understood, seek the advice of an Attorney.