

RESIDENTIAL PURCHASE AGREEMENT FOR NEWLY CONSTRUCTED PROPERTY



DEFINITIONS

BROKER includes cooperating brokers and all sales persons. DAYS means calendar days, midnight to midnight, unless otherwise specified. BUSINESS DAY excludes Saturdays, Sundays and legal holidays. DATE OF ACCEPTANCE means the date Seller accepts the offer or the Buyer accepts the counter offer. DELIVERED means personally delivered, transmitted by facsimile machine, by a nationally recognized overnight courier, or by deposit in the U.S. Mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if by facsimile, at time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. DATE OF CLOSING means the date title is transferred. TERMINATING THE AGREEMENT means that both parties are relieved of their obligations and all deposits will be returned to Buyer less expenses incurred by or on account of Buyer to date of termination. PROPERTY means the real property and any personal property included in the sale.

	GENCY RELATIONSHIP CO y prior agency election: LISTING AGENT:	ONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes is the agent of (check one):
	☐ the Seller exclusively	(Print Firm Name) y; or □ both the Buyer and the Seller.
	_	
	SELLING AGENT.	(if not the same as the Listing Agent) is the agent of (check one):
		y; or \square the Seller exclusively; or \square both the Buyer and the Seller.
No	ote: This confirmation DC	DES NOT take the place of the AGENCY DISCLOSURE form (P.P. Form 110.42 CAL) required by law.
_		hereinafter designated as BUYER, offers to purchase the real property
		, County of, California,
	mmonly known as	
FC	OR THE PURCHASE PRICE	E OF \$ (
	Ruyer dees	dollars) on the following terms and conditions: es not intend to occupy the property as his or her residence.
_	FINANCING TERMS AND	
١.		DEPOSIT evidenced by check, or other:
	h. Ψ	eld uncashed until acceptance and not later than three (3) business days thereafter deposited toward the
	"	purchase price with:
	B. \$	
	2. ¥	receipt of Loan Commitment per Item 2, Other:
	C. \$	
	D. \$	
		FIXED RATE: For years, interest not to exceed%, payable at approximately
		\$ per month (principal and interest only), with the balance due in not less than years.
		ARM: For years, initial interest rate not to exceed%, with initial monthly payments of
		\$ and maximum lifetime rate not to exceed%.
		Buyer will pay loan fee or points not to exceed
		\square Lender to appraise property at no less than purchase price.
		☐ If FHA or VA, Seller will pay% discount points. Seller will also pay other fees and costs, as required
		by FHA or VA, not to exceed \$
	E. \$	OTHER FINANCING TERMS:
	E ¢	TOTAL PURCHASE PRICE (not including closing costs).
2		e check one of the following):
۷.		CONTINGENT upon Buyer obtaining a loan.
		NTINGENT upon Buyer's, ability to obtain a commitment for new financing, as set forth above, from a lender or
		er's choice, and/or consent to assumption of existing financing provided for in this Agreement, within
		Buyer will in good faith use his or her best efforts to qualify for and obtain the financing and will complete
		eation within five (5) days after acceptance. Buyer will, will not provide a prequalification letter,
		from lender or mortgage broker based on Buyer's application and credit report within days after
	acceptance. In the event	a loan commitment or consent is obtained but not timely honored without fault of Buyer, Buyer may terminate
	this Agreement.	
3.		ENTS. All bonds and assessments which are part of or paid with the property tax bill will be assumed by the
		re are other bonds or assessments which have an outstanding principal balance and are a lien upon the
		tallment will be prorated between Buyer and Seller as of the date of closing. Future installments will be DUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS:
	assumed by Buyer WITHO	of Chebit toward the pulchase price, Except As Pollows.
	This Agreement is condi	itioned upon both parties verifying and approving in writing the amount of any bond or assessment to be
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	ge 1 of 6	p Professional
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Property	Address
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assumed or paid within ten (10) days after receipt of the preliminary title report. In the event of disapproval, the disapproving party may terminate this Agreement.

- 4. PROPERTY TAX. Within three (3) days after acceptance, Seller will deliver to Buyer for his or her approval a copy of the latest property tax bill. Buyer is advised that: (a) the property will be reassessed upon change of ownership which may result in a tax increase; and (b) the tax bill may not include certain exempt items such as school taxes on property owned by seniors. Buyer should make further inquiry at the assessors office. Within five (5) days after receipt of the tax bill, Buyer will in writing approve or disapprove the tax bill. In the event of disapproval, Buyer may terminate this Agreement.
- 5. EXISTING LOANS. Seller will, within three (3) days after acceptance, provide Buyer with copies of all notes and deeds of trust to be assumed or taken subject to. Within five (5) days after receipt Buyer will notify Seller in writing of his or her approval or disapproval of the terms of the documents. Approval will not be unreasonably withheld. Within three (3) days after acceptance, Seller will submit a written request for a current Statement of Condition on the above loan(s). Seller warrants that all loans will be current at close of escrow. Seller will pay any prepayment charge imposed on any existing loan paid off at close of escrow. Buyer will pay the prepayment charge on any loan which is to remain a lien upon the property after close of escrow. The parties are encouraged to consult his or her lender regarding prepayment provisions and any due on sale clauses.
- 6. **DESTRUCTION OF IMPROVEMENTS.** If the improvements of the property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to close of escrow, Buyer may terminate this Agreement by written notice delivered to Seller or his or her Broker, and all deposits will be returned. In the event Buyer does not elect to terminate this Agreement, Buyer will be entitled to receive, in addition to the property, any insurance proceeds payable on account of the damage or destruction.
- 7. **EXAMINATION OF TITLE.** In addition to any encumbrances assumed or taken subject to, Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

Within three (3) days after acceptance, Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. Within ten (10) days after receipt, Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will so notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate this Agreement.

	(10) days after receipt of said objections. In that event Buyer may terminate this Agreement.
Ω	EVIDENCE OF TITLE will be in the form of a policy of title insurance, issued by
Ο.	paid by Ruyer Saller Other
	paid by Buyer, Seller, Other
	coverage for a number of unrecorded matters. Buyer should discuss the type of policy with the title company of their choice at the time
	escrow is opened. In the event a lender requires an ALTA lender's policy of title insurance, \Box Buyer, \Box Seller will pay the premium.
9.	PRORATIONS. Rents, real estate taxes, interest, payments on bonds and assessments assumed by Buyer, and homeowners associa-
	tion fees will be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving
	future lease credits will be credited to Buyer.
10	CLOSING. Full purchase price to be paid and deed to be recorded within days after acceptance. Both parties will deposit with an
	authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms
	of this Agreement. Where customary, signed escrow instructions will be delivered to escrow holder within days after acceptance.
	Escrow fee to be paid by County/City transfer tax(es), if any, to be paid by Homeowner association transfer fee to be paid by
	THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE
	ESCROW HOLDER.
11.	PHYSICAL POSSESSION. Physical possession of the property, with keys to all property locks, alarms, and garage door openers, will
	be delivered to Buyer (check one):
	☐ On the date of recordation of the deed, not later than ☐ a.m., ☐ p.m.;
	On the day after recordation, not later than a.m., _p.m.
12.	INSULATION. The following conforms with the Federal Trade Commission requirement that any contract for the sale of a new home
	contain information regarding the type, thickness and R-Value of the insulation installed in each part of the house:
	Type
	ROOF
	Type
13.	CONDITION OF PROPERTY. The property is warranted by Seller against defective material and workmanship for a period of one (1)
	year from date of occupancy. All material and subcontractor warranties will be assigned to Buyer. This Warranty will apply as to any
	particular defect only in the event written notice of such defect is received by Seller within the one (1) year warranty period. Seller
	reserves the right to repair or replace any defect in the property. Repair or replacement of a defect will be undertaken as promptly as
	possible under the circumstances, but in no event will Seller be liable for any special or consequential damages. This warranty does not
	apply to: (a) chips, breakage, and missing items which were inspected and accepted during the punch list tour or afterwards; (b) minor
	settling cracks normal to home construction; (c) wear and tear arising out of occupancy of the property by Buyer; (d) damage caused
	by alterations or additions made by others; or (e) damage caused by movers.
	Buyer and Seller understand and acknowledge that the Broker will not in any circumstance be liable for any breach of this clause.
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14.	PERSONAL PROPERTY. The following personal property, on the premises when inspected by Buyer, is included in the purchase price and will be transferred to Buyer free of liens and properly identified by a Bill of Sale at close of escrow. Unless itemized here personal property is not included in the sale. No warranty is made as to the condition of the personal property:
15.	TRANSFER DISCLOSURE STATEMENT (TDS). Unless the property is exempt, Seller will comply with Civil Code § 1102 by providing Buyer with a completed Real Estate Transfer Disclosure Statement (Statutory P.P. Form 110.21-23 CAL). The completed statement will consist of disclosure by the Seller, Listing Agent, and Selling Agent.
	Property is exempt because a public report has been issued or Business and Prof. Code § 11010.4 applies. Buyer has received and read the completed TDS.
	Seller will provide to Buyer the completed TDS within five (5) days after acceptance.
	Buyer and Seller agree that any new reports or other disclosure documents received by Buyer from the Seller after receipt of the TDS are automatically deemed an amendment to the TDS. If any disclosure or a material amendment of any disclosure is
	delivered by the Seller to the Buyer after the execution of an offer to purchase, the Buyer will have three (3) days after delivery in person or five (5) days after deposit in the mail to terminate his or her offer by delivery of a written notice of termination to Seller or Seller's Agent.
	Buyer and Seller understand that no provision in the TDS obligates the Seller to correct or improve the condition of items disclosed. However, disclosure will not relieve Seller of his or her obligation under Item 13, CONDITION OF PROPERTY. Seller agrees to hold all Brokers in the transaction harmless and to defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by Seller in his or her Real Estate Transfer Disclosure Statement
	or supplement.
16.	SUPPLEMENT TO STATUTORY DISCLOSURE STATEMENT. Within days after acceptance, Seller will provide the following
	or comparable disclosure supplement(s) to Buyer:
	□ P.P. FORM 110.27 CAL, NATURAL HAZARD DISCL., □ P.P. FORM 110.31-33 CAL, SUPPLEMENT TO TDS, □ P.P. FORM 110.72, NOTICE RE: SEPTIC SYSTEMS, □ OTHER: □ 3RD PARTY NATURAL HAZARD REPORT BY □ P.P. FORM 110.35-36 CAL, CONDOMINIUM DISCLOSURE SUPPLEMENT, □ P.P. FORM 110.90-92 CAL, STANDARD DISCLOSURES AND DISCLAIMERS, □ OTHER:
17.	ACCESS TO PROPERTY. Seller agrees to provide reasonable access to the property to Buyer and inspectors, appraisers, and all other professionals representing Buyer.
18.	WALK-THROUGH INSPECTION. Buyer will have the right to conduct a walk-through inspection of the property within days
	prior to close of escrow, to verify Seller's compliance with the provisions under Item 13, CONDITION OF PROPERTY, and
	Item 14, PERSONAL PROPERTY. This right is not a condition of this Agreement, and Buyer's sole remedy for an alleged breach of these items is a claim for damages. Utilities are to remain turned on until transfer of possession.
19.	COMPLIANCE WITH LOCAL LAWS. Seller will comply with any local laws applicable to the sale or transfer of the property,
	including but not limited to: Providing inspections and/or reports for compliance with local building and permit regulations,
	including septic system inspection reports; compliance with minimum energy conservation standards; and compliance with water
	conservation measures. All required inspections and reports will be ordered within three (3) days after acceptance and will be
	paid by \square Seller, \square Buyer. If Seller does not agree within five (5) days after receipt of a report to pay the cost of any repair or
	improvement required to comply with such laws, Buyer may terminate this Agreement.
20.	OPTIONAL PROVISIONS. The provisions in this Item 20, if initialed by Buyer are included in this Agreement.
20-A.	[][]INSPECTIONS OF PHYSICAL CONDITION OF PROPERTY. Buyer will have the right to retain, at his or her expense, licensed experts including but not limited to engineers, geologists, architects, contractors, surveyors, arborists and structural pest control
	operators to inspect the property for any structural and nonstructural conditions, including matters concerning roofing, electrical,
	plumbing, heating, cooling, appliances, well, septic system, pool, boundaries, geological and environmental hazards, toxic substances
	including asbestos, formaldehyde, radon gas, and lead-based paint. Buyer, if requested by Seller in writing, will promptly furnish, at
	no cost to Seller, copies of all written inspection reports obtained. Buyer will approve or disapprove in writing all inspection reports
	obtained within days after acceptance or filing of notice of completion, whichever is later. In the event of Buyer's disapproval,
	Buyer may elect to terminate this Agreement
20-B.	[][]COMMON INTEREST DEVELOPMENT DISCLOSURE. Within ten (10) days after acceptance, Seller, at his or her expense, agrees to provide to Buyer the management documents and other information required by California Civil Code § 1368. Within five (5) days after receipt, Buyer will notify Seller in writing of approval or disapproval of the documents and information.
	In case of disapproval, Buyer may terminate this Agreement.
	Any delinquent assessments including penalties, attorney's fees, and other charges that are or could become a lien on the prop-
	erty will be credited to Buyer at close of escrow.
20-C.	[] TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY). In the event that Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with
	such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange; provided
	that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be
	borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other
	document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any
	property other than the property described in this Agreement. It is understood that a party's rights and obligations under this
	Agreement may be assigned to a third party intermediary to facilitate the exchange. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.
Buye	r [][] and Seller [][] have read this page.
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Property Address _____

Propert	y Address
A	CONTINGENT ON SALE. (Please check one of the following): A. CONTRACT IS NOT CONTINGENT upon the sale or close of any property owned by Buyer. B. CONTRACT IS CONTINGENT on Buyer's Property at
C	
	within days after acceptance of this Agreement, and that sale closing on or before Seller will have the right to continue to offer the property for sale. When Buyer has accepted an offer on the sale of his or her property, Buyer will promptly provide a written notice of the sale to Seller. If Buyer's purchase agreement is subject to the sale of another property, it does not qualify without the written consent of Seller. Upon providing notice of the qualified sale, this Agreement will still be contingent on Buyer's property closing as specified in this Item 21-C. If Seller accepts a bonafide written offer from a third party prior to Buyer accepting an offer on the sale of his or her property, Seller may give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and close of his or her property, or this Agreement will terminate without further notice. Upon waiver of the contingency, Buyer will provide evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any property.
A	DEFAULT - LIQUIDATED DAMAGES. A. If the escrow does not close on or before the date set forth in Item 10, or a later closing date mutually agreed to by Seller and Buyer, within 15 days after closing date set forth in Item 10, or the extended closing date mutually agreed to by Seller and Buyer, Seller will, except as provided in (B) below, order all of the moneys remitted by Buyer under the terms of this contract to be refunded to Buyer. B. If Buyer fails to complete the purchase of the property because of a default by Buyer, Seller may pursue any remedy in law or equity that it may have against Buyer on account of the default; provided however, that by placing their initials here, Buyer [] and Seller [] agree that:
	 \$
	§ 116.340 of the Code of Civil Procedure for service in a small claims action, to escrow holder and to Buyer that Buyer is in default under this Agreement and that Seller is demanding that the escrow holder remit the aforesaid amount from the deposits to Seller as liquidated damages unless, within twenty (20) days, Buyer gives the escrow holder Buyer's written objection to disbursement of said deposits as liquidated damages ("Buyer's objection"). b. Buyer will have a period of 20 days from the date of receipt of Seller's notice and demand in which
	to give the escrow holder Buyer's objection. c. If Buyer fails to give the escrow holder Buyer's objection within 20 days from the date of receipt of Seller's notice and demand: (a) escrow holder will promptly remit the amount demanded to Seller; and (b) Seller is released from any obligation to sell the property to Buyer. d. If Buyer gives escrow holder Buyer's objection within 20 days from the date of receipt of Seller's notice and demand, then the determination as to whether Seller is entitled to the disbursement of the deposits as liquidated damages, and every other cause of action that has arisen between Buyer
bel	and Seller under this Agreement, will be settled by arbitration in accordance with the provisions of Item 24, ARBITRATION OF DISPUTES. DIATION OF DISPUTES. If a dispute arises out of or relates to this Agreement or its breach, by initialing in the "agree" spaces ow the parties agree to first try in good faith to settle the dispute by voluntary mediation before resorting to court action arbitration, unless the dispute is a matter excluded under Item 24 — ARBITRATION.
][]Buyer agrees [][]Buyer does not agree
[_] Seller agrees [] Seller does not agree
bin	BITRATION OF DISPUTES. Any dispute or claim in law or equity arising out of this Agreement will be decided by neutral ding arbitration in accordance with the Commercial Rules of the Arbitration Association, subject to the following: (a) The parties will have the right to discovery in accordance with Code of Civil Procedure § 1283.05; (b) Any fee to initiate the arbitration will be paid by the Seller, provided that the arbitration costs and fees, including any initiation fee, ultimately will be borne as determined by the arbitrator;
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Page 4 o	

[____]Buyer agrees

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- (c) The venue of the arbitration proceeding will be in the county in which the property is located unless the parties agree to a different location;
- (d) The arbitrator will be appointed within 60 days of the administrator's receipt of a written request to arbitrate the dispute. In selecting the arbitrator, the provisions of Section 1297.121 of the Code of Civil Procedure will apply;
- (e) The arbitrator may be challenged for any of the grounds listed therein or in Section 1297.124;
- (f) The arbitrator will be authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of the arbitration.
- (g) A judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The parties agree that the following procedure will govern the making of the award by the arbitrator: (i) a Tentative Award will be made by the arbitrator within 30 days following submission of the matter to the arbitrator; (ii) the Tentative Award will explain the factual and legal basis for the arbitrator's decision as to each of the principal controverted issues; (iii) the Tentative Award will be in writing unless the parties agree otherwise; provided, however, that if the hearing is concluded within one (1) day, the Tentative Award may be made orally at the hearing in the presence of the parties. Within 15 days after the Tentative Award has been served or announced, any party may serve objections to the Tentative Award. Upon objections being timely served, the arbitrator may call for additional evidence, oral or written argument, or both. If no objections are filed, the Tentative Award will become final without further action by the parties or arbitrator. Within thirty (30) days after the filing of objections, the arbitrator will either make the Tentative Award final or modify or correct the Tentative Award, which will then become final as modified or corrected.

The following matters are excluded from arbitration: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code § 2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court, or small claims court; or (e) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure § 337.1 or § 337.15 applies. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, will not constitute a waiver of the right to arbitrate under this provision.

NOTICE: By initialing in the ["agree"] space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the ["agree"] space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

[____]Buyer does not agree

	[] Seller agrees	[] Seller does not agree	
25.	ATTORNEY FEES. In any action	on or proceeding involving a dispute between Buyer and Selle	r arising out of the execution of this
	Agreement or the sale, whether fo	for tort or for breach of contract, and whether or not brought to	o trial or final judgment, the prevail-
	ing party will be entitled to receiv	ive from the other party a reasonable attorney fee and expert v	witness fees to be determined by the
	court or arbitrator(s).		-
26.	EXPIRATION OF OFFER. This Off	Offer will expire unless acceptance is delivered to Buyer or to	
		(Buyer's Broker) on or before (date)	(time) 🗌 a.m. 🗌 p.m
27.	COUNTERPARTS. This Agreement	nt may be executed in one or more counterparts, each of which	
28.	CONDITIONS SATISFIED/WAIVED	D IN WRITING. Each condition or contingency, covenant, app	proval or disapproval will be satisfied
	according to its terms or waived	d by written notice delivered to the other party or his or her B	roker.
29.	TIME. Time is of the essence of	f this Agreement; provided, however, that if either party fails to	comply with any contingency in this
	Agreement within the time limit	t specified, this Agreement will not terminate until the other	r party delivers written notice to the
	defaulting party requiring complian	ance within 24 hours after receipt of notice. If the party receive	ing the notice fails to comply within
		g party may terminate this Agreement without further notice.	
30.		escrow instructions of any provision in this Agreement will	not waive the right of any party. All
	representations or warranties will		
31.		ENT PROHIBITED. This document contains the entire agreement	
	•	vith respect to the property which are not expressly set forth. T	,
	,	th parties. Both parties acknowledge that they have not relied	•
	•	t expressed in this Agreement. Buyer may not assign any right u	inder this agreement without the prior
		n assignment will be void and unenforceable.	
32.		are attached and made a part of this Agreement:	
	Addendum No. 1		
	Addendum No. 2		
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-u	yei [][]and Seller [[][]iiave read tills page.	

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ng the legal sufficiend	CY: A real estate broker or agent is cy, legal effect, insurance, or tax co ant or insurance advisor.		
	er acknowledges that he or she has be property for the price and on the		
3uyer		Date	Time
Зuyer		Date	Time
Address			
NOTICE: The amou	egoing Offer and agrees to sell the p nt or rate of real estate comn	nissions is not fixed by law.	·
NOTICE: The amount individually and mass. 34. COMMISSION. Selle hereby irrevocably a of the area and of the without regard to the the written consent. If Seller receives provided for above. Commission will a consent of the Brok provided for in any In any action for to trial or final judg. 35. PROVISIONS TO BE of disagreement, Seller 23. MEDIATION Seller acknowledges resigned copy to Buyer	egoing Offer and agrees to sell the part or rate of real estate commay be negotiable between the eragrees to pay in cash the follow assigns to Broker(s) from escrow: ccepted price, or \$	property for the price and on the termissions is not fixed by law. Seller and Broker. In the listing Broker: , to the listing Broker: , to the selling Broker:	They are set by each Broker es rendered, which commission Selle of not be amended or revoked without ay Broker(s) the lesser of the amount g reasonable attorney fees. Buyer and Seller without the writter limit the rights of Broker and Seller whether or not the action is brough binding on either party. In the even
NOTICE: The amount individually and mass. 34. COMMISSION. Selle hereby irrevocably a% of the and% of the and % of the without regard to the written consent. If Seller receives provided for above. Commission will a consent of the Brok provided for in any In any action for a to trial or final judg. 35. PROVISIONS TO BE of disagreement, Seltem 23. MEDIATION Seller acknowledges resigned copy to Buyer REALTORS® at close	egoing Offer and agrees to sell the part or rate of real estate commay be negotiable between the eragrees to pay in cash the follow assigns to Broker(s) from escrow: ccepted price, or \$	property for the price and on the termissions is not fixed by law. Seller and Broker. In greal estate commission for service and great estate commissions may default by Buyer, Seller agrees to particular and great estate and	They are set by each Broken es rendered, which commission Selle of not be amended or revoked without ay Broker(s) the lesser of the amount g reasonable attorney fees. Buyer and Seller without the writter limit the rights of Broker and Seller whether or not the action is brough binding on either party. In the even er(s) in this transaction to deliver and er(s) Grown are service, Board or Association of
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