

Commercial Contract

FLORIDA ASSOCIATION OF REALTORS®



1* **1. PARTIES AND PROPERTY:** _____ (“Buyer”)

2* agrees to buy and _____ (“Seller”)

3* agrees to sell the property described as: Street Address: _____

4* _____

5* Legal Description: _____

6* _____

7* and the following Personal Property: _____

8* _____

9 (all collectively referred to as the “Property”) on the terms and conditions set forth below.

10* **2. PURCHASE PRICE:** \$ _____

11* (a) Deposit held in escrow by _____ \$ _____
12 (“Escrow Agent”) (checks are subject to actual and final collection)

13* Escrow Agent’s address: _____ Phone: _____

14* (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19 to adjustments and prorations, to be paid with locally drawn cashier’s or official bank \$ _____
20 check(s) or wire transfer.

21 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller** and **Buyer**
22 and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and the
23 **Buyer’s** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter
24 offer is delivered. **The “Effective Date” of this Contract is the date on which the last one of the Seller and Buyer has signed**
25 **or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except
26 time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national
27 legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
28 business day. **Time is of the essence in this Contract.**

29 **4. CLOSING DATE AND LOCATION:**

30* (a) **Closing Date:** This transaction will be closed on _____ (Closing Date), unless specifically
31 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited
32 to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable
33 to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

34* (b) **Location:** Closing will take place in _____ County, Florida. (If left blank,
35 closing will take place in the county where the Property is located.) Closing may be conducted by mail or electronic means.

36* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

37 **5. THIRD PARTY FINANCING:**

38* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an
39* amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate not to exceed _____%
40* per year or with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____%
41* of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows: _____

42* _____
43 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer**
44* will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date
45 (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and
46 Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information
47 to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender.

48 **CANCELATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date,
49* **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing
50 contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice
51 to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
52 satisfaction, by closing, of those conditions of Loan Approval related to the Property.

53 **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
54 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or
55 refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon
56 both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the
57 termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or
58 reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.

59* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed
60* ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**,
61 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning
62* and governmental regulations; and (list any other matters to which title will be subject) _____

63* _____
64* _____;
65 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as
66* _____

67 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for
68* the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☐ **Buyer's** expense and within _____ days ☐ after
69* Effective Date ☐ or at least _____ days before Closing Date deliver to **Buyer** (check one)

70* ☐ (i.) a title insurance commitment by a Florida licensed title insurer and, upon **Buyer** recording the deed, an owner's policy
71 in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
72 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.
73* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
74 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as
75 a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update
76 in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with
77 copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to
78 **Seller** then (i.) above will be the evidence of title.

79 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title
80 defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper
81* written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). If the defects are
82 cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may
83 elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are
84 not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to
85 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
86 purchase price.

87 **(c) Survey:** (check applicable provisions below)

88* ☐ **Seller** will, within _____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and
89* engineering documents, if any, and the following documents relevant to this transaction: _____
90* _____, prepared for **Seller** or in **Seller's**

91* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. By accepting the Property "as is," **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE:

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller**

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppel letters; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is a corporation, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estates taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents, association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, or ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment.

(f) Foreign Investment In Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent (Agent) to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ____ days (5 days if left blank) after delivery of such notice to cure the non-compliance.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

195 in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the
196 deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split
197 equally among the Brokers) up to the full amount of the brokerage fee.

198 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,
199 which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and
200 expenses.

201 **15. NOTICES:** All notices will be in writing and may be delivered by mail, personal delivery, or electronic means. Parties agree to
202 send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney
203 or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

204 **16. DISCLOSURES:**

205 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act
206 provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you,
207 the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act
208 cannot be waived before the commission is earned.

209 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s)
210 imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set
211 forth in Paragraph 9.(e).

212 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities,
213 may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines
214 have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your
215 county public health unit.

216 **(d) Energy-Efficiency Rating Information:** **Buyer** acknowledges receipt of the information brochure required by Section
217 553.996, Florida Statutes.

218 **17. RISK OF LOSS:**

219 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of
220 loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will
221 have the option of purchasing the Property at the agreed upon purchase price and **Seller** will transfer to **Buyer** at closing any
222 insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist
223 **Buyer** in collecting any such proceeds.

224 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent
225 domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the
226 deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the
227 agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any
228 award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

229* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not assignable
230* ☐ is assignable. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller**
231 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

232 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
233 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
234 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable
235 for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract
236 prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will
237 continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

238* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

239 **20. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real
240 estate Broker other than:

241* **(a) Seller's Broker:** _____,
242 (Company Name) (Licensee)

243* _____,
244 (Address, Telephone, Fax, E-mail)
245* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller**
246* ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____
247* _____

248* **(b) Buyer's Broker:** _____,
249 (Company Name) (Licensee)

250* _____,
251 (Address, Telephone, Fax, E-mail)
252* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's**
253* **Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify) _____
254* _____

255 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
256 introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker
257 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels,
258 and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this
259 Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the
260 request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4)
261 recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains
262 for or on behalf of **Seller** or **Buyer**.

263 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):
264* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
265* ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☐ Buyer's Attorney Approval
266* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Seller's Attorney Approval
267* ☐ Seller Representations ☐ Seller Financing ☐ Other _____

268 **22. ADDITIONAL TERMS:**
269* _____
270* _____
271* _____
272* _____
273* _____
274* _____
275* _____
276* _____
277* _____
278* _____

279 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE**
280 **OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND**
281 **REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL**
282 **FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON**
283 **THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS,**
284 **ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES**
285 **THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR**
286 **OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER**
287 **INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER,**
288 **PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION,**
289 **SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

290* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

291 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that
292 such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person
293 executing this Contract and other documents on behalf of such party has been duly authorized to do so.

294* _____
295 (Signature of **Buyer**)

Date: _____

296* _____
297 (Typed or Printed Name of **Buyer**)

Tax ID No.: _____

298* Title: _____

Telephone: _____

299* _____
300 (Signature of **Buyer**)

Date: _____

301* _____
302 (Typed or Printed Name of **Buyer**)

Tax ID No.: _____

303* Title: _____

Telephone: _____

304* **Buyer's** Address for purpose of notice: _____

305* Facsimile: _____

E-mail: _____

306* _____
307 (Signature of **Seller**)

Date: _____

308* _____
309 (Typed or Printed Name of **Seller**)

Tax ID No.: _____

310* Title: _____

Telephone: _____

311* _____
312 (Signature of **Seller**)

Date: _____

313* _____
314 (Typed or Printed Name of **Seller**)

Tax ID No.: _____

315* Title: _____

Telephone: _____

316* **Seller's** Address for purpose of notice: _____

317* Facsimile: _____

E-mail: _____

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