

**RISK FREE OFFER
CONTRACT
INSTRUCTIONS**

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Risk Free Offer Contract Instructions

This Agreement to Sell Real Estate Contract is the cornerstone of getting a deal under contract. When a seller signs this document, it means that they have agreed to sell the property to you. This contract is a template and therefore you should have your attorney review them before using so that every facet of your local laws is covered. Here are the details on how to complete this document.

1. The name of all sellers must be on the document. If you run into a situation where there is a divorced, or divorcing, husband and wife, you can just put the name of the person you are meeting with and not include the other party. One signature is better than none and if you did put both names on the document but only had one party's signature, it looks like an incomplete contract. Better to just have one name if you have no other choice. Then use a second contract to put the name of the other party if you are meeting with that person at a later time. You may also decide to have the other party sign a Quitclaim Deed so that you do not have to deal with him/her again.
2. For the "Buyer" blank, this is you.
3. The purchase price will differ depending the price that you have negotiated with the seller.
4. In deposit to be held in trust by seller is the earnest money and should be as small as possible. Preferably \$1 - \$10 is all you should need is the seller is highly motivated. This would not be the case is the property is listed with an agent or is a bank REO.

5. Make sure all three pages are initialed at the bottom by both you (the buyer) and the seller(s).
This is an easily overlooked detail.
6. The second page asks for the date of closing. Set the date as far out as possible. Most sellers will want the transaction to be done “tomorrow” but that is both unrealistic and very handicapping for you. Push it out as long as you can 60 to 90 days being ideal.
7. The third page has a section to check off which appliances come with the sale. The goal is to push for every appliance. It is much easier to sell a house with the appliances already in the home. If the deal was previously listed, you can ask the seller what appliances were included with the listing. At the very least, the seller needs to include what they already had included in their listing. The most important appliances include the refrigerator, the stove/oven and the dishwasher. Most home sales do not include the washer or dryer so getting those in the deal are a bonus, but not a necessity.
8. The special clauses section is usually left blank in most cases, but allows you to put some extra items if you like. For example, if the seller agreed to clean the property and move out by a certain time, you could handwrite in, “Seller agrees to leave the home in broom swept condition and will vacate prior to closing.” Or, if the deal is listed with an agent and the seller plans to end their relationship with their agent, you can add, “Seller agrees to cover any commissions that may be triggered from this agreement.”

9. If you are transacting business in an entity, make sure you ask your attorney how he wants you to sign the document. For example, after you sign your name, he/she may want you to put a comma and write out the words clearly, “, managing member of *XYZ, LLC,*” or “, *DBA Name*”.

10. **ADDING AN ADDENDUM:** Each state has different laws associated with purchasing real estate and more recently, purchasing real estate from someone who is behind on payments. Our contract is a template, and therefore, is not intended to suffice for every situation in every state. It is strongly advised that you should enlist the services of a real estate attorney in your area to review all documents before putting them into practice. And on the priority scale, the Agreement to Sell Real Estate contracts should be your first document to be reviewed. Some legal professionals may review the contract provided and simply tell you to throw it out and use the standard Realtor® contract for your state. In such situations, you may want to add our contracts language as an addendum to the standard contract in your state and have the attorney review your “addendum”.

The next page shows a completed Agreement to Sell Real Estate.

AGREEMENT TO SELL REAL ESTATE

This is a legally binding contract to sell real estate. You are advised to seek the advice of legal council prior to signing it in the event you feel it to be necessary for complete understanding and compliance.

John and Jane Doe, as Seller, and Littlefield Roberts, or assigns as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSACTIONS set forth within this agreement.

1. LEGAL DESCRIPTION of real estate commonly known as

123 Elm St, Anywhere, TN 37214 Dade County, State of Florida

2. PURCHASE PRICE: Two Hundred and Thirty Thousand 00//100 Dollars (\$230,000.00)

(a) Deposit to be held in trust by seller \$1.00

(b) Cash, certified or cashiers check on closing and delivery of deed \$229,999.00

Or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations).

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of date of closing.

4. ACCESS: Buyer shall be provided a key and be entitled to access the property to show partners, lenders, inspectors/contractors and other interested parties prior to closing. Buyer may place a sign on the property prior to closing to help Buyer find an end user for the property. Seller authorizes Buyer to negotiate the discounting of liens with lien holders during the duration of this contract.

5. EXECUTION IN COUNTERPARTS: This agreement may be executed in counterparts and by facsimile signatures. This agreement becomes effective as of the date of the last signature.

6. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid to Seller by Buyer as of the event of default shall be retained by [or for the account of] the Seller as consideration for the execution of this contract and as agreed liquidated damages in full and final settlement of any and all claims for damages.

7. DEFAULT BY SELLER: If Seller fails to perform any of the covenants of this contract, any money paid by Buyer to Seller pursuant to this contract, as of the event of default, at the option of the Buyer, shall be returned to Buyer on demand; or the Buyer shall have the right to pursue specific performance.

8. CONVEYANCE: Seller to deliver to Buyer Fee Simple title by a Warranty and/or Grant Deed free from any liens, restrictions, encumbrances, or easements not specifically referenced in this agreement or that currently are not of public record. It is hereby understood by all parties in this contract and those who may read it, that the Buyer has made full disclosure of nature of personal interest by making aware that Buyer may also be the listing agent on this property. Seller agrees to waive tax and insurance escrows held by said lien holder(s) or its (their) assigns.

9. INSPECTIONS: Buyer or his agent may inspect all the property and all equipment and items [appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system] included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. Unless specifically excluded in this agreement, all other items of personal property located in or on the property shall be included in the sale. Seller expressly warrants that property, improvements, buildings or structures, the appliances, roof, plumbing, heating, ventilation/air conditioning systems and/or all equipment and items included in the sale, are in good and working order. This clause shall survive closing of title.

10. LEASES: If this property is currently leased, Seller shall provide Buyer with copy of lease prior to closing and an accounting & assignment of security deposits at closing. Seller agrees to defend and indemnify Buyer for any and all claims, judgments and lawsuits related to the wrongful withholding of security deposits that arose out of events or circumstances arising before closing of title. This clause shall survive closing of title.

11. NO JUDGMENTS: Seller warrants that there are no judgments threatening the equity of this property, and that there is no bankruptcy pending or contemplated by any title holder. Seller will not further encumber the property and an affidavit may be recorded at Buyer's expense putting the public on notice that the closing of this contract will extinguish liens and encumbrances hereafter recorded.

12. CLOSING: Closing shall be held on or before December 31, 2015. Buyer shall choose the title/closing agent. This contract will have an automatic closing date extension of 90 days if closing does not occur on or before date specified above.

13. TIME IS OF THE ESSENCE: Time is of the essence of this agreement. Parties will diligently pursue the completion of this transaction.

14. EXPENSES: Title insurance & the cost of recording any corrective instruments to title shall be paid by the Seller. State and city transfer taxes required on the instrument of conveyance, the cost of recording the deed, all costs associated with the Buyer's mortgage and all pre-paid items shall be paid by the Buyer. All other closing costs shall be split 50/50.

15. INSURANCE: As consideration for this purchase the Seller will assign all insurance policies on this property to the Buyer and Seller will grant to Buyer a limited power of attorney to deal with the lender(s) and insurance provider(s) with respect to this property.

16. RISK OF LOSS: If this property is damaged prior to transfer of title, Buyer has the option of choosing to either accept any insurance proceeds with the title to the property in "as is" condition, or canceling this agreement and accepting the return of all deposits.

17. MAINTENANCE: Between the date of contract and the date of closing, the property, including the lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear to be expected.

18. DEFECTS: Seller warrants subject property to be free from hazardous substances and from violation of any zoning, environmental, building, health, or other governmental codes or ordinances. Seller further warrants that there are no materials or other known defects or facts regarding this property which would adversely affect the value of the property. This clause shall survive closing of title.

19. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. CANCELLATION: Buyer may cancel this agreement at anytime before closing due to a) dissatisfaction with or inability to obtain adequate due diligence information on the property or b) inability to obtain financing. In either event, Buyer shall be refunded any money, if any, paid to Seller. If Seller files for bankruptcy under chapters 7, 11, 12 or 13 of the United States Bankruptcy Code during this contract period, Seller agrees not to reject, initiate steps to reject, attempt to modify or initiate an attempt to modify this agreement. However, Buyer does realize that the Court may order otherwise due to circumstances beyond Seller's control.

22. UTILITIES: Seller agrees to keep all utilities, including, but not limited to, water, electricity & gas, turned on and functioning until this agreement is fulfilled and the property has closed. Once the seller vacates the property, he/she is still responsible for keeping all utilities on until this agreement has been fulfilled and the property has been closed.

23. TERMITE LETTER: Seller agrees to provide Buyer with satisfactory "Wood Destroying Insect Infestation Inspection Report" at Seller's expense by a state licensed and chartered pest control operator, of each dwelling, garage and other permanent structure on the property. If the report indicates evidence of active infestation, the Buyer can choose to (1) cancel this contract (2) have the Seller treat infestation at Seller's expense and provide documentation of the treatment to the Buyer or (3) continue with the contract without treatment.

24. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

25. MARKETING: Buyer may market the property in any manner Buyer deems appropriate prior to closing, including listing the property on the MLS. This contract is contingent on a property inspection to meet Buyer's satisfaction and/or on an appraisal to meet Buyer's satisfaction. Seller to provide Buyer a standard Property Condition Disclosure within 10 days. Buyer has disclosed that he/she is a licensed TN real estate agent.

26. APPLIANCES: The following appliances are included in the sale of the property and will stay in the property after closing. Seller warrants that the appliances currently in place at the time of this agreement will be the same appliances that are contained in the sale at the time of closing.

Refrigerator Dishwasher Microwave Stove Washer Dryer
 Window Unit(s) HVAC Units Other: _____

27. SPECIAL CLAUSES: NONE

In witness whereof, the parties have set their hands to execute this Agreement To Sell Real Estate.

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____