



B. Property is presently occupied by \_\_\_\_\_ [number] tenants under month-to-month tenancies or leases, as set forth in Exhibit B, which is attached and made a part of this agreement. Transfer of title and possession to property shall be subject to those tenancies, but all right, title and interest of Seller in property shall be transferred to Purchaser or its nominees at the time of conveyance of title.

C. Conveyance of title shall be made and sale closed within \_\_\_\_\_ [number] days after the date of this agreement. Title shall be evidenced by a standard form title insurance policy issued by

\_\_\_\_\_ [name of title company] insuring title to property to be in Purchaser or its nominees, subject only to the matters set forth in this agreement.

**3. ASSESSMENTS:** If, at any time of transfer of title, property or any part of property is subject to an assessment or assessments payable in installments, all such installments not due or delinquent at the time of transfer shall nevertheless be deemed to be due and payable at such time and as liens on the real property described above, and all such assessments shall be paid and discharged by Seller.

**4. ESCROW: PRO-RATION**

A. Escrow shall be opened by \_\_\_\_\_ [name of escrow company]. Such instructions as the escrow company may require, not inconsistent with the provisions of this agreement, shall be signed and filed by the parties.

B. The following items shall be prorated as of the close of escrow: rentals, real estate taxes due but not delinquent, prepaid insurance premiums and any other items as appropriate [listed here]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Escrow shall close when the escrow company is in a position to record all documents required under this agreement, make all disbursements, and issue (or secure) a title insurance policy.

**5. RISK OF LOSS; MAINTENANCE; TRANSFER OF POSSESSION**

A. Risk of loss or damage by fire or other casualty to property or any part of property prior to close of escrow shall be the risk of the Seller. IN the event of such loss or damage prior to closing, this agreement shall not be affected but Seller shall assign to Purchaser all rights under any insurance policy or policies applicable to the loss. If action is necessary to recover under any casualty policy, Seller shall grant permission to bring the action in Seller's name.

B. Improvements and personal property described above shall be maintained in their present condition prior to the close of escrow by Seller, wear from normal and reasonable use and deterioration excepted.

C. Possession of property, subject to the leases and tenancies referred to above, shall be transferred at close of escrow.

**6. COMMERCIAL ZONING:** Seller warrants that property is zoned for commercial purposes and that all existing uses are lawful and within such zoning. Purchaser plans the use of property for the following purposes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser intends to apply for a \_\_\_\_\_ [building permit or as the case may be] for such additional use, and for appropriate amendments to the existing zoning plan for the area in which property is located. Seller with cooperation fully with Purchaser with respect to the contemplated plans. If Purchaser is unable to proceed with the described project because of any adverse decision of \_\_\_\_\_ [city], or any board, commission, or officer of said city, Purchaser shall take the following remedies (such as "Remit [amount of the purchase price by crediting that amount on the purchase-money mortgage to be executed by purchaser in favor of seller]):

\_\_\_\_\_  
\_\_\_\_\_

7. **BROKER'S COMMISSION:** A commission of \$ \_\_\_\_\_ has become due from Seller to \_\_\_\_\_ [broker] by reason of the sale provided for in this agreement. That amount shall be paid to broker at close of escrow directly from cash payable on close to Seller.

8. **SURVEY:** Within \_\_\_\_\_ days after the date of acceptance of this contract, the Seller will provide and deliver to Purchaser or Purchaser's Attorney, a new spotted certified survey having all corners staked and showing all improvements upon the Property.

9. **EXAMINATION OF TITLE AND TIME OF CLOSING:** If the title evidence and survey as specified above discloses that Seller is vested with fee simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Purchaser), this sale shall be closed and Purchaser shall perform the agreements made in this contract, at the office of Purchaser's Attorney, on or before \_\_\_\_\_ days after acceptance of this contract. If title evidence or survey reveal any defect or condition which is not acceptable to Purchaser, the Purchaser shall, within \_\_\_\_\_ days, notify the Seller such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall have \_\_\_\_\_ days to do so, in which case this sale shall be closed within \_\_\_\_\_ days after delivery of acceptable evidence to Purchaser and Purchaser's Attorney that such defects have been cured. Seller agrees to pay or and clear all delinquent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Purchaser a good and insurable title to the Property, the Purchaser shall have the right to demand all sums deposited by Purchaser and held by or for the Seller. At the same time, Purchaser shall return to Seller all items, if any, received from Seller, whereupon all rights and liability of the parties to this contract shall cease. However, the Purchaser shall have the right to accept such title as Seller may be able to convey and to close this sale upon the other terms as set forth in this contract.

10. **DEFAULT BY PURCHASER:** If Purchaser fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the initial deposit, it is being agreed that this is Seller's exclusive remedy.

11. **DEFAULT BY SELLER:** If Seller fails to perform any of the agreements of this contract, all deposits made by Purchaser shall be returned to Purchaser on demand, or the Purchaser may bring suite against Seller for damages resulting from the breach of contract, or the Purchaser may bring an action for specific performance. Purchaser's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Purchaser for Seller's breach hereof.

12. **ATTORNEY FEES AND COSTS:** If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to k, reasonable attorney's fees and court costs.

13. **CONDITION OF THE PROPERTY:** Seller agrees to deliver the Property to Purchaser in its present condition, ordinary wear and tear excepted, and further certifies and represents that Seller knows of no latent defect in the Property. All heating, cooling, plumbing, electrical, sanitary systems, and appliances shall be in good working order at the time of closing. Seller represents and warrants that the personal property conveyed with the premises shall be the same property inspected by Purchaser and that no substitutions will be made without the Purchaser's written consent. Purchaser may also inspect or cause to be inspected the foundation, roof supports, or structural member of all improvements located upon the Property. If any such system, appliance, roof, foundation, or structural member shall be found defective, Purchaser shall notify Seller at or before closing and Seller shall thereupon remedy the defect forthwith at its sole expense (in which case the time for closing shall be reasonably extended as necessary). If the costs of such repairs shall exceed \_\_\_\_\_% of the total purchase price, Seller may elect not to make such repairs and the Purchaser may elect to take the Property in such defective condition and deduct \_\_\_\_\_% from the purchase price or Purchaser may, at his/her option, elect to terminate this contract and receive the full refund of all deposits and other sums tendered hereunder. In addition, Seller agrees to remove all debris from the Property by date of possession.

14. **OCCUPANCY:** Seller shall deliver possession to Purchaser no later than the closing date unless otherwise state herein. Seller represents that there are no person occupying the Property. Seller agrees to provide true and accurate copies of all written leases to Purchases within \_\_\_\_\_ days after the date of acceptance of this contract. Said leases are subject to Purchaser's approval. Seller shall provide such letters notifying tenants to pay rent to the Purchaser after closing as Purchaser may reasonable request. Seller warrants that any rent rolls and other income and expense data provided to Purchaser are complete and accurate, all of which must be acceptable to Purchaser.

15. **NOTICES:** Any notices required to be given herein shall be sent to the parties listed below their respective addresses either by personal delivery or by certified mail (return receipt requested). Such notice shall be effective upon delivery or mailing.

16. **BINDING EFFECT OF AGREEMENT:** This agreement and the covenants and agreements of it shall bind and insure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless the agreement otherwise requires, the covenants of this agreement shall survive the transfer of title.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. \_\_\_\_\_ [number] duplicate originals of the Agreement have been signed.

SELLER

PURCHASER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title