

# REAL ESTATE SALE and PURCHASE CONTRACT

This is a Legally Binding Contract, Seek Your Attorney's Advice Before Signing

\_\_\_\_\_, of Pasco County, as Seller, and \_\_\_\_\_, of \_\_\_\_\_, Florida, phone number (727) \_\_\_\_\_ 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 on reverse side of this contract.

1. **LEGAL DESCRIPTION** of real estate located in \_\_\_\_\_ County, State of Florida.

Personal property included: includes all furniture, appliances as seen on \_\_\_\_\_.

Street address: see above

2. **PURCHASE PRICE:**

AND NO/100THS DOLLARS

Method of Payment:

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

\*\* (b) Approximate principal balance of Mortgage to which conveyance shall be subject, if any. \$

(c) Other: \$

(d) Cash, certified or local cashier's check on closing and delivery of deed. \$

**TOTAL** \$

(1) Third party financing for \$ to be amortized over \_\_\_\_\_ years at the prevailing interest rate.

(2) Other financing (see Addendum \_\_\_\_\_, attached).

3. **TIME FOR ACCEPTANCE:** If this contract is not executed by the Seller and Buyer on or before \_\_\_\_\_, 2001, the aforesaid deposit shall be, at the option of the Buyer, returned to him and this agreement shall be null and void. The date of contract, for purposes of performance, shall be regarded as the date when the last one of the Seller and Buyer has signed this contract.

4. **CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2001, unless extended by other provisions of this contract.

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

6. **EVIDENCE OF TITLE:** (Check \_\_\_ (1) or XX (2) Within 30 days from the date of this contract, the Seller shall, at his expense, deliver to the Buyer or his attorney in accordance with Standard A on attached either: (1) abstract (2) Title guarantee.

7. **CONVEYANCE:** Seller shall convey title to the aforesaid property to the Buyer by statutory warranty deed subject to matters contained in this contract and taxes for the year of closing.

8. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions, and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing,

assumed mortgages, and purchase money mortgages, if any, (e) Other: \_\_\_\_\_

Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

9. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this contract, all money paid as an initial earnest money deposit pursuant to this contract by Buyer as aforesaid, shall be retained by or for the account of the Seller as agreed upon and as liquidated damages and as consideration for execution of this contract, or, at the option of Seller, Seller may seek to enforce this contract by specific performance.

Should the deposit(s) be retained by Seller and there be a broker involved in the contract, Seller and broker agree to equally divide the retained deposit, except the broker's share shall not exceed the full commission.

10. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

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

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

13. **SPECIAL CLAUSES:**

Date Executed by Buyer: \_\_\_\_\_

**WITNESSES:**

**As to Buyer:**

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

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

Date Executed by Seller: \_\_\_\_\_

**WITNESSES:**

**As to Seller:**

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

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