



AGREEMENT TO PURCHASE RESIDENTIAL REAL ESTATE

The Buyer(s), _____ agree to buy, and Ferguson & Cole, Inc., (Seller) agree to sell, a residential home, model # 1772. The house is completed. This is a presale (incomplete house).

This home is located at: _____.
(Buyer and Seller authorize the closing agent to insert or correct the legal description)

- 1. PURCHASE PRICE:** The purchase price is \$ _____ including earnest money, payable at closing.
- 2. FINANCING:** This offer is contingent on the Buyer obtaining a Conventional VA, FHA, other loan from : _____ (Lender). This agreement is subject to the following conditions that must be fulfilled within the designated time periods. Although some of these conditions require action by the Lender, Buyer(s) are ultimately responsible for making sure these conditions are satisfied. (1) Buyer shall make a complete loan application 3 business days after they have signed this agreement. Complete loan application shall mean the Buyer(s) must fill out a loan application from the Lender and provide all documentation necessary for the Lender to issue a loan approval letter. (2) "Loan Approval Letter" shall mean a preliminary written commitment provided by the Lender to the Seller within 10 business days after this agreement is signed and shall indicate the Buyer(s) have satisfied all outstanding conditions of their loan. In the event the Buyer(s) or Lender are unable, or fail to timely satisfy these conditions, at the sole discretion of the Seller, this agreement shall terminate and the earnest money shall be refunded. It is the Buyer(s) responsibility to make sure their Lender provides loan documents to the Closing Agent far enough in advance, so that the closing of the sale not be delayed. If this is a pre-sale and the Seller is unable to provide an occupancy permit by the closing date, the Buyer(s) may terminate this agreement and receive a refund of their earnest money deposit, or they may agree to extend the closing date until the occupancy permit is received.
- 3. CLOSING:** The Closing Agent shall be- **Title Security Agency of Pinal County. Located at 421 E. Cottonwood Ln., Casa Grande, AZ, 85222. Shay Marsh (Escrow agent) 520-426-4600. shay.marsh@titlesecurity.com**. Closing shall take place on or before _____.
- 4. POSSESSION:** The Buyer(s) are entitled to possession on Closing. "Closing" means the date all documents are recorded and the proceeds are available to the Seller.
- 5. CONDITION OF TITLE:** Title to the property shall be marketable at closing and conveyed by statutory warranty deed. The following shall not cause the title to be unmarketable: rights, reservations, covenants, restrictions presently of record and general to the area; easements and encroachments not materially affecting the value or unduly interfering with the intended use of the property; and reserves soil or mineral rights. Monetary encumbrances shall be paid by the Seller prior to closing. Buyer(s) shall review, prior to closing, the preliminary title report from the title company. At closing, should the Buyer(s) be dissatisfied with the condition of title or should title be unmarketable, they may terminate this sale and receive a refund of their earnest money deposit as full rescission of the sale.
- 6. TITLE INSURANCE:** The Closing Agent shall apply, at Sellers expense, for a standard form owner's policy of title insurance home from **First American Title Co**. The Lender's policy of title insurance shall be paid by the Buyer(s).
- 7. PERFORMANCE:** Time is of the essence of this agreement.
- 8. CLOSING COST PRO-RATION:** Seller shall pay one half of the escrow fee unless this sale is VA financed, in which case it shall be paid according to VA regulations. Buyer(s) acknowledge that the Seller may receive a builder's

rate on their portions of the escrow fee. Seller shall also pay real estate excise tax where applicable and standard form owner's policy of title insurance fee. Buyer(s) shall pay one half of the escrow fee and costs associated with obtaining financing. All other closing costs shall be paid in the ordinary and customary manner. Taxes for the current year, interest, insurance premiums and any lien-able Homeowner's Association due's, and other customary items, shall be pro-rated between Buyer(s) and Seller as of closing. All pro-rated payments are to be made as of the date of closing.

9. EARNEST MONEY DEPOSIT: An earnest money deposit in the amount of \$500.00 in the form of a personal or cashiers check shall be made payable and delivered to the Closing Agent upon execution of this agreement.

10. CONTRACTORS LIMITED WARRANTY: The contractor, Ferguson & Cole, Inc. (ROC B-178065) warrants this home to be free from defects in materials and workmanship for one year from the date of purchase/closing (electrical, plumbing and mechanical- 2 years). In addition, for a period of 5 years from the date of final inspection and/or approved occupancy permit, major structural support systems (foundations, trusses and framing) are warranted against defects that compromise the structural integrity of the home. "Defects" are not conditions that normally occur within a new home. For example, a certain amount of movement and shrinkage is normal with a new structure and may result in cracks in drywall, concrete, stucco, caulking, nail popping through drywall. As the owner of a new home, you will be responsible for the touch-up and repair of drywall cracks w/spackle and paint. Cracks in interior, exterior concrete flatwork and stucco are considered cosmetic items and unless the structural integrity of the home is compromised, will NOT be covered by the warranty. And because the proper care of landscaping cannot be controlled once the home is completed, landscaping, if any provided, is excluded from any warranty provided by the Contractor. Pest control is also not provided for in this warranty and from the date of closing will be the responsibility of the home owner. Subterranean termite treatment is applied per state law and guaranteed for 5 years.

11. LIMITED REMEDIES: The Buyer(s) shall be limited to those provided in this paragraph. The Buyer(s) shall have the right, **prior to closing**, to receive a full refund of earnest money deposit as full rescission (cancellation) of this agreement if they are not satisfied with the condition of the home. Before closing, the Buyer(s) shall have full opportunity to inspect the home once it is completed. If not satisfied with the condition of the home after closing, the Buyer(s) remedy shall be limited to the terms and conditions of the Contractors Limited Warranty.

12. PROPERTY LINES AND FENCING: If exterior fencing is provided for this home, the parties hereto expressly acknowledge that the fencing may not accurately indicate the exact boundary line for the subject property. Often for aesthetic and other practical reasons, fencing may be located inside the property lines. The Buyer(s) acknowledge that over time, a fenced line can become the legal property line and that any loss or gain in property shall not be the responsibility of the Seller.

13. MERGER: This is a fully integrated contract and incorporates all the agreements of the parties. All attachments to this are incorporated by this reference as if fully set forth herein. Any changes to this agreement shall not be valid unless reduced to writing and signed and dated by all parties.

Ferguson & Cole, Inc.

Buyer(s):

Seller	Date
9927 Mickelberry Rd. NW P.O. Box 245 Silverdale, WA 98383 (360) 698-4665 (VOICE) (360) 698-5546 (FAX) Greg: (520) 840-0748 Brian: (360) 434-2104	

Buyer	Date
Buyer	Date
Address:	_____
Phone #'s:	_____
