The undersigned Seller accepts and agrees to sell the above described property on the above terms and conditions. Seller has employed


1. Buyer shall deposit in escrow with a Bank of trust, within the time limits and pursuant to the limitations herein, the Contract resulting from


2. Upon mutual execution of this Contract, the parties shall execute escrow instructions to include but not limited to window shades, built-in and attached appliances, light fixtures,


3. As soon as reasonably possible following the opening escrow, Seller shall pay for and furnish forth herein, including but not limited to covenants, restrictions, easements, rights and ways of record, items and other matters of record. Buyer shall have


4. Buyer shall furnish a structural post audit report showing accessible areas of buildings upon the property to be free of visible infestation caused by wood destroying insects, fungi, and/or dry rot. Seller shall pay for any corrective work required

5. If the property being purchased provides membership in a Homeowner’s Association, copies of its bylaws and CC&Rs have been handed to the Buyer. This Homeowner’s Association current monthly assessment charge is ($________)

6. Unless otherwise designated in escrow instructions of the Buyer, title vest as follows:

7. Buyer hereby acknowledges that Buyer has inspected the herein described property and all improvements herein. Buyer and Seller agree that fixtures and fittings attached to the property, including but not limited to window shades, built-in and attached appliances, light fixtures, plumbing fixtures, curtain rod, wall to wall carpeting, draperies, hardware, TV antenna, air conditioners, and items which are hereby incorporated herein and made a part herof.

8. If Buyer fails to complete said purchase as herein provided by reason of any default of Buyer, Seller shall be released from any obligation to sell the property to Buyer and may proceed against Buyer under the claim or remedy which he may have in law or equity. Provided, however, that by placing their initials here, Buyer: □ SELLER: ☐ AGREE THAT SELLER SHALL RETAIN THE DEPOSIT AS HIS LIQUIDATED DAMAGES. IF THE DESCRIBED PROPERTY IS A DWELLING WITH NO MORE THAN FOUR UNITS ONE WHICH THE BUYER INTENDS TO OCCUPY AS HIS RESIDENCE, SELLER SHALL RETAIN AS LIQUIDATION DAMAGES, THE DEPOSIT ACTUALLY PAID, OR AN AMOUNT THEREFROM, NOT MORE THAN 1/2 OF THE PURCHASE PRICE AND PROMPTLY RETURN ANY EXCESS TO THE BUYER.

9. Possession shall be delivered to the Buyer at close of escrow.

10. The result of the selection from the Seller’s acceptance hereof supersedes any and all agreements between the parties hereto regarding the property which are prior in time to this Contract. Neither Buyer, Seller, nor Broker shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein. Any additional attached items and other signed or initialed by the parties shall be deemed a part hereof.

REAL ESTATE PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT

REAL ESTATE BROKER:

BUYER:

Telephone:

Address:

Telephone:

Notice: The amount of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller and broker.

Acceptance

The undersigned Seller accepts and agrees to sell the above described property on the above terms and conditions. Seller has employed

as Broker(s) and agrees to pay as a commission for services rendered the sum of __________ Dollars ($________), payable as follows: (a) on recording of the deed or other evidence of title, or (b) if completion of the sale is prevented by the default of the Seller, upon the Seller’s default, or (c) if completion of sale is prevented by default of the buyer, if only if and when Seller collects damages from the Buyer by suit or otherwise and then in an amount not less than one-half (1/2) of the damages recovered, but not to exceed the above 1/2, after first deducting title and escrow expenses and the expenses of collection, if any. In any action between Broker and Seller, arising out of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs. The undersigned acknowledges receipt of a copy of this Contract and authorizes Broker(s) to deliver a signed copy to Buyer.

Seller:

Buyer:

Broker:

Dated:

Telephone:

Address:

Dated:

Telephone:

Address: