

STANDARD REAL ESTATE PURCHASE AND SALE AGREEMENT

Agreement between _____ hereinafter referred to as Buyer, and _____ hereinafter referred to as Seller (together referred to as the "Parties"), the Parties hereby agree that Seller will sell and Buyer will buy the following property, _____ together with all light fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all the improvements thereon; and all appurtenances thereto, all being hereinafter collectively referred to as the "Property." The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this Agreement by reference.

1. **Total Purchase Price** to be paid by Buyer is payable as follows:

- A. Earnest Money _____
- B. Total Purchase Price. _____
- C. Escrow Deposit will be held here: _____

2. **Closing Costs:** Buyer agrees to pay all closing costs related to this transaction including but not limited to taxes, lender charges, attorney fees, title exam, recordings fees and any other costs associated with the funding and closing of this Agreement.

3. **Transfer of Title:** Seller agrees that he has good, clear and marketable title and will transfer such title to the Buyer at the time of Closing by a General Warranty Deed. If title is not clear the Buyer has the right to terminate this Agreement. Should the Buyer terminate the Agreement due to unmarketable title, then Buyer is entitled to full refund of the escrow deposit.

4. **Closing:** Closing will be held on or about/before _____ at a time and place designated by the Buyer. Seller will also have the right to choose the Closing Agent.

4. **Property Inspection and Occupancy:** The Buyer has the right to have the Property inspected within 10 Business days of this Agreement. Seller warrants that there are no defects to the Property to his knowledge. If defects are found during this inspection Buyer shall have the right to choose to have the Seller remedy the defect, take the Property "As-Is" or to terminate the Agreement.

Initials

5. **Default:** Upon default of this Agreement the Parties agree as follows: (a) if such default is by the Buyer, the Seller shall retain all earnest moneys as satisfaction and full recourse to any claims or obligations owed under this Agreement; (b) if such default is caused by the Seller, the Buyer shall have the right to sue for Specific Performance under this Agreement.

_____ Buyer's Initial _____ Seller Initials

6. **Survival of Agreement:** This Agreement shall survive the closing, execution and delivery of the Warranty Deed, as agreed herein by the undersigned.

7. **Assignment:** Parties hereto agree that Buyer shall have the right to assign this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives, heirs and assigns.

8. Additional Terms, Conditions or Exhibits (lettered A, B, C, D, etc.)

9. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under **Georgia** Law and if not understood, parties should seek competent legal advice. If any signature is faxed or digitally produced it shall have the same legal force and effect as an original ink signature.

TIME IS OF ESSENCE IN THIS AGREEMENT.

Signed, sealed on the date herein stated. **Show Seller's name(s) as it appear(s) on existing deed, if available.**

Buyer: _____ Buyer: _____ Date of Offer _____

Seller: _____ Seller: _____ Date of Acceptance _____