



REAL ESTATE SALES CONTRACT
STATE OF GEORGIA, COUNTY OF COLQUITT

THIS AGREEMENT entered this ____ day of _____, 20____, by _____ and between: _____ of _____ County, Georgia hereafter referenced as "Seller", and _____ hereafter referenced as "Purchaser" of _____ County, Georgia.

Inconsideration of the hereinafter-specified sales price and the mutual promises exchanged herein, Seller and Purchaser agree as follows:

1) SELLER HEREBY SELLS TO PURCHASER AND PURCHASER HEREBY PURCHASES FROM SELLER THE FOLLOWING DESCRIBED REAL PROPERTY (THE "PROPERTY"):

All that tract or parcel of land lying and being in Land Lot _____ County, Georgia, Exhibit "A" attached and made a part of this contract. With all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as "Property." The full legal description of Property is attached as Exhibit "A" which is made a part of this agreement.

2) PURCHASE PRICE:

____ This property is sold by the tract and the purchase price is \$ _____
____ The property will be sold by the acre, at the purchase price of \$ _____ per acre.

The property will be surveyed as hereafter provided, and the purchaser price will be fixed by multiplying the per acre price times the actual number of acres determined by the survey. Broker reserves the right to approve the survey or.

____ By marking here, purchaser has elected not to have property surveyed.

The purchase price shall be paid as follows: \$ _____ of said purchase price shall be paid as earnest money, payable to; Golden Shield Real Estate Team, LLC, "Broker" as agent for the seller in cash or by check upon execution of this Contract and shall be applied as part of the purchase price at the time the sale is closed. The balance of the purchase price shall be paid by cashier's check at closing, unless otherwise specified in this Contract. Closing shall be at a time and place mutually agreed upon within **30** days of the date of this contract, unless extended in writing for a reasonable time (not to exceed forty-five days, 45 days) by Broker or by mutual written agreement of Seller and Purchaser. If no other time and place is specified, the closing will take place on the last day of the contract period at the Purchaser's closing attorney office. The earnest money paid by purchaser shall be deposited into Broker's escrow or trust account after all terms and conditions of this Contract have been agreed to and this Contract is fully executed by all parties involved in this transaction. The escrow/ trust account is **NOT** an interest-bearing account; therefore, no interest will be paid to any party to this contract. The earnest money can be disbursed by Broker only as a result of one of the following occurrences: Final closing upon written agreement signed by all parties having an bona fide interest in said funds; upon court order; or upon default of either parties.

All parties hereby agree to indemnify and hold Broker, licensees, or affiliates harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Broker, licensees, or affiliates of the duties hereunder in this transaction. All parties further agree and covenant not to sue Broker for damages relating to any decision of Broker to disburse earnest money made in accordance with the requirements of the Agreement. 1)

- a) This contract is not contingent upon financing of any kind
- b) Possession of the property will be granted to the purchaser at closing.
- c) The property is sold subject to the following special stipulations and conditions
- d) At closing, the Seller shall deliver to Purchaser a clear and marketable warranty deed conveying clear and marketable title in fee simple to the property, subject to all restrictions, easement, and covenants, and the like, whether recorded or not

Seller(s) initials _____; Buyer(s) initials _____

whether visible or not and other matters provided herein.

- e) Seller shall pay Georgia real estate transfer tax.
- f) Seller shall pay for deed preparation.
- g) Purchaser shall pay all title examination fees and any title insurance premiums.
- h) Purchaser will pay all closing fees and expenses
- i) Purchaser shall pay all loan closing cost associated with any loan being obtained by Purchaser, associated with this transaction.
- j) Purchaser shall pay any penalties associated with the withdrawal of property from any tax or conservational program.
- k) Purchaser will pay all survey cost as outlined hereafter.
- l) Ad valorem taxes for the year of closing will be prorated as of the date of closing.
- m) The property, and the improvements thereon (if any), are being sold "as is," "where is." Purchaser acknowledges he has had ample opportunity to inspect the property and to have same inspected by his agents, and Purchaser accepts the property in its present condition. Broker and Seller have gathered information contained in promotional materials from sources deemed reliable but not guaranteed. Purchaser acknowledges that he has inspected the property or has had the opportunity to do so and chose not to inspect the property. Purchaser is relying solely on his own inspection and judgment.
- n) Further, all parties acknowledge and agree that the property is being sold "AS IS" with any and all faults. Neither Broker nor Seller has made any representations concerning the property, including the presence or absence of wetlands, asbestos, underground storage tanks or any other environmental conditions which may affect the property, or the presence or absence of any form of benefits, supports, allotments, quotas, special property tax programs or subsidies of any kind or nature, except as are expressly stated in the Special Stipulations attached to this Contract.
- o) Should Purchaser default in the payment of the balance due on this tract, then Seller shall have the right to retain the earnest money as damages; provided by law, Broker shall be entitled to its full commission, based on the purchase price, plus any other amounts due under the listing contract with Seller, from the earnest money, and Broker shall first deduct from the earnest money its commission and other expenses, and pay the balance, if any, to Seller. This remedy is cumulative, not exclusive to those otherwise provided by law.
- p) Purchaser shall have thirty (30) days after the date of Real Estate Sales Contract confirmation in which to examine the title, and all objections as to title shall be made in writing to Broker as agent for Seller within that time, and Seller shall have a reasonable time thereafter, not to exceed 45 days, within which to remove such objections. If the defects and objections are such as to render the title unmarketable, and not made marketable by the Seller, the Purchaser may rescind this Contract and shall receive back his earnest money.
- q) Should any improvements on the property be damaged or destroyed by fire or the elements before sale is consummated, the loss shall fall on Seller. If such loss is total or if the loss is "substantial" (over fifty percent of the value of the property has been lost). Then either party may terminate this Contract within twenty days after the loss, and Purchaser will receive a refund of the earnest money. If such loss is total or substantial but neither party elects to terminate this Contract, or if the loss is less than substantial, then at the option of the Purchaser, Seller shall repair or restore the improvement to its former condition, or Purchaser shall be allowed to deduct from the agreed purchase price the amount necessary to repair or restore premises to the condition of the same prior to the casualty. If the parties are unable to agree as to the amount necessary to repair or restore improvement to its former condition, or whether the loss is substantial, as herein defined, then each party shall name an appraiser, and the two appraisers shall name an umpire, and the decision of the majority shall determine the amount to be deducted from the purchase price, which decision and award shall have the force and effect of a statutory award as provided by the laws of the State of Georgia. The cost of each appraiser shall be paid by the appointing party, and the cost of the umpire shall be split between the parties.
- r) Should one party fail or refuse to appoint an appraiser within ten (10) business days after written notice from the other party of the appointment of that party's appraiser, the one appraiser so appointed shall decide the issue
- s) Should any merchantable or pre-merchantable timber on the property be destroyed prior to the closing of the sale, then such loss shall fall on Seller, and Purchaser shall be allowed to deduct the value of the destroyed timber from the purchase price. In the event the parties are unable to agree upon the value of the destroyed timber, such value shall be determined by the arbitration procedure outlined in the immediately preceding paragraph.
- t) Notwithstanding anything to the contrary in this Contract, the parties agree that in the event a settlement agent is designated to close this sale, payment of all funds required under this agreement shall be paid to such agent, and all disbursements made pursuant to the settlement statement prepared for such closing shall be made by such settlement agent's checks.
- u) Broker herein has acted as Agent for Seller in this transaction and shall be paid a sales commission of Five Percent (5%) of total contract sale price by Seller at closing. The settlement agent is hereby authorized and directed to pay Broker earned commission at sale closing from Seller' funds.
- v) Neither Seller nor Broker are positive as to the status of the oil, gas, or mineral rights. The Seller agrees to convey all its

Seller('s) initials _____; Buyer('s) initials _____

interest in any oil, gas, or mineral rights to the Purchaser at closing. This sale is subject to any prior reservation or sale of oil, gas, and mineral rights, if any.

- w) Seller and Purchaser agree that each shall execute and deliver such papers as may be necessary or proper to carry out the terms of this contract at such reasonable time and place as Seller may set for the consummation of sale. This agreement shall not be transferred or assigned without the written consent of all parties to this agreement and any permitted assignee shall fulfill all the terms and conditions of this agreement. Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at closing, and closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at the closing in order to meet the requirements of Internal Revenue Code Section 1445.
- x) This transaction may be used in a 1031 exchange. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required.
- y) Personal property sells which is noted by seller in Property Disclosure Form, "Exhibit B" and made a part of this contract.
- z) All parties agree this contract can be signed in counter parts.

3) EXCLUSIVE JURISDICTION FOR SUIT:

By entering into this Contract, the parties agree to submit to the exclusive jurisdiction of Colquitt County, Georgia for adjudication of any and all disputes, and/or claims against Golden shield Real Estate Team, LLC. This is to include any disputes or claims between the parties relative to this contract, whether said dispute and/or claim involve contract, tort, or other areas of the law.

4) LEAD BASED PAINT:

Under Title X, the purchaser of a single-family residence built before 1978 has a maximum of Ten (10) Days to inspect the property for the presence of lead-based paint. By signing this Real Estate Sales Contract, the Purchaser is hereby acknowledging that notice the residential dwelling was built prior to 1978 and such may present exposure to lead from lead-based paint that may place young children and pregnant women at risk. By signing this contract, the Purchaser is waiving the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards or acknowledging the ten (10) day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazard

5) DISCLAIMER:

Purchaser and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Purchaser and Seller agree that Brokers shall not be responsible to advise Purchaser and Seller on any matter.

This offer is good until _____ at 5:00 pm EST

Seller('s) initials _____; Buyer('s) initials _____

**THIS IS A LEGALLY BINDING CONTRACT
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this contract this _____ day of _____ 20_____.

PURCHASER: _____

PURCHASER: _____

By: _____

By: _____

Name/Title:

Name/Title:

Address: _____

Address: _____

City: _____, State: _____ Zip: _____

City: _____, State: _____ Zip: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

SELLER: _____

SELLER: _____

By: _____

By: _____

Name/Title:

Name/Title:

Golden Shield Real Estate Team, Firm Number: 79288

By: _____ GA R.E. Lic. # 170313

Name/Title:

Seller(s) initials _____; Buyer(s) initials _____

EXHIBIT "A"

Exhibit A – Warranty Deed

Exhibit A2 – Plat

Exhibit B – Seller Disclosure
Lead Base Paint --1978

SAMPLE

Seller(s) initials _____; Buyer(s) initials _____

EXHIBIT "A2"

Plat

SAMPLE

Seller(s) initials _____; Buyer(s) initials _____

EXHIBIT "B"

Seller Disclosure
Lead Base Paint --1978

SAMPLE

Seller(s) initials _____; Buyer(s) initials _____