

8. **WELL/SEPTIC:** Within ten (10) days after this Agreement is fully executed, the Seller will arrange and pay for an inspection and written report by the County Health Department or a mutually agreed upon qualified Inspector, if allowed by the health department, of the primary well used for human consumption (including water test for coliform bacteria and nitrates) and septic systems (including tank pumping, if required) in use on the property. If the evaluation report(s) in any of the above circumstances disclose(s) a condition which the Buyer deems unacceptable or that doesn't meet county standards where the county requires minimum standards as a condition of sale, Buyer shall notify the Seller in writing, within five (5) days after the date Buyer has received the applicable report(s), of such condition and request corrective action. If Seller does not agree or fails to respond within fifteen (15) days of Buyer's requested corrective action, Buyer shall have the right to terminate this Agreement by providing written notice to Seller within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of the aforementioned fifteen (15) day period, and Buyer's good-faith deposit will be refunded. Buyer agrees that the contingency provided by this paragraph shall be deemed to have been waived if (1) Buyer fails to provide written notice of a condition deemed unacceptable within five (5) days after Buyer has received the applicable report(s); or (2) Buyer fails to terminate this Agreement in writing as provided above. If these contingencies are waived or if Buyer elects to close this transaction, Buyer shall be deemed to have accepted the well and/or septic in its "as is" condition as of the date of closing.

EXCEPTIONS: _____

9. **PRORATED ITEMS:** Rent; insurance, if assigned; fuel; association fees/dues; interest on any existing land contract, mortgage or lien assumed and/or to be paid by the Buyer will be adjusted to the date of closing of the sale.

10. **INSPECTIONS:** By signing this Agreement, Buyer is representing that the Buyer is aware that inspection services of buildings and building components and systems are commercially available. Buyer has the right to inspect the buildings and building components and systems or have the buildings and building components and systems inspected by experts selected by the Buyer. The Buyer has elected to arrange and pay for the following inspections:
____ No Inspections ____ Plumbing ____ Heating, Ventilating, Air Conditioning
____ Electrical ____ Termites and other wood destroying insects
____ Radon ____ Water Test for Lead and Nitrites (required if FHA or VA financing)
____ Structural, including roof ____ Other (specify) _____

11. The property includes all buildings; GAS, OIL, and MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum, mirrors, complete lighting and fixtures, drapery and curtain hardware, window shades and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment (except window units); water softener (unless rented), water pump and pressure tank; sump pump, TV antenna and complete rotor equipment; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace door and screens; fireplace inserts; built-in appliances; mail box; all plantings; underground sprinkling system; water pump and timers
and _____

BUT DOES NOT

INCLUDE _____

12. **CONTINGENCIES:** The Buyer's obligation to consummate this transaction (choose one):
____ IS NOT CONTINGENT – upon the sale or exchange of any other property by Buyer.
____ IS CONTINGENT UPON CLOSING – of sale or exchange of Buyer's property located at: _____
_____ on or before _____

13. **CLOSING DATE:** The closing will be held within 10 days after all parties have been notified that all necessary documents have been prepared but not later than _____, unless extended by other provisions of this contract.

14. **OCCUPANCY:** Seller will vacate the property:
____ on the date of closing.
____ within ____ days after closing. Seller is responsible for utilities, maintenance and any repairs or damage caused to the property after closing and before vacating and will transfer the property clean and rubbish free. If tenants occupy property then ____ Seller will vacate the tenants before closing or ____ Buyer will assume responsibility for tenants and security deposits will be credited to Buyer at closing.

15. **SURVEY:** _____ Seller or _____ Buyer
Will pay for: _____ Stake Survey ____ Mortgage Inspection or ____ Waived.
In the event of encroachment or substantial variation of the presumed boundaries, Seller will remedy within 28 days or pay for the Survey and return deposit in full termination of contract.

16. **ATTORNEY RECOMMENDED:** Buyer and Seller acknowledge that it is recommended that an attorney be retained to review the marketability of title and determine that the terms of this contract have been met.

INITIALS: Buyer _____ Seller _____

17. **HEIRS AND SUCCESSORS:** This contract binds Buyer, Seller and their personal representatives and heirs, and anyone succeeding to his or her interest in the property.
Neither party may assign this contract without the written consent of the other party, which consent will not be unreasonable withheld.

18. **GENERAL PROVISIONS:** Any part of this contract found invalid or unenforceable will not change the remaining terms. All notices given and any changes to this contract must be in writing and signed by both parties. Parties may strictly enforce the time elements of this contract.

19. **DEPOSIT:** Buyer deposits \$ _____ in the form of _____ showing good faith to the seller and will be credited to the buyer at closing. If this offer is not accepted, the Seller is to refund the deposit.

20. **DEFAULT:** If Seller defaults in the terms of this agreement, Buyer may pursue legal action to enforce this contract or demand a refund of the deposit and termination of this contract. In the

event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively. Seller may retain such deposits as part payment of the purchase price and pursue his legal or equitable remedies hereunder against Buyer.

21. OTHER PROVISIONS:

BUYER'S
SIGNATURE _____
Print Buyer's
Name _____
SS# _____
Buyer's Address: _____

Home/Work Phone: _____

BUYER'S
SIGNATURE _____
Print Buyer's
Name _____
SS# _____
Buyer's Address: _____

Home/Work Phone: _____

SELLER'S
SIGNATURE _____
Print Seller's
Name _____
SS# _____
Seller's Address: _____

Home/Work Phone: _____

SELLER'S
SIGNATURE _____
Print Seller's
Name _____
SS# _____
Seller's Address: _____

Home/Work Phone: _____

***If any of the contents of this document does not apply, please cross off or mark "waived".**