



RECEIVED of the undersigned buyer ("Buyer") the sum of \$ _____ as non-refundable deposit (the "Deposit") for the purchase of the following described real estate (the "Property")

Vacant Commercial Land located at: 2011 US HWY 441 Fruitland Park, FL 34731
PID 0004-000-03800

The undersigned seller ("Seller") covenants and agrees to sell and convey the Property by good and sufficient Warranty Deed to Buyer, or Buyer's assignee (Buyer, however, shall not be released from Buyer's obligations as set forth herein), and Buyer covenants and agrees to purchase the Property for the following consideration:

Purchase (Bid Price) Price	\$ _____
Buyers Premium (Received as Deposit)	\$ _____
Contract Price	\$ _____
Total Amount Due at closing	\$ _____

The terms of the sale shall be as follows:

1. All cash, of which the Deposit is part, at closing. The Deposit, which shall be held by **Stewart Title (Ocala)** the closing agent, shall be considered a part of the Buyer's Premium earned by Homes to Ranches Realty Inc and to be paid by Buyer to **Homes to Ranches Realty Inc.**
2. The closing contemplated hereby shall take place on or before 21 calendar days from today. Closing for both parties hereto shall be at the offices of **First American Title, 1808 E Silver Springs Blvd, Ocala, FL 34471 .**
3. Possession shall be given at closing.
4. All real estate taxes and maintenance fees/association dues for the current year shall be prorated as the date of closing. Any unpaid taxes for prior years shall be paid by Seller. Rents, if any, shall be prorated.
5. Title shall be conveyed subject to all restrictions, easements, and covenants of record and subject to any zoning ordinances, regulations, and laws of governmental authorities. At closing, settlement and payment of the balance of the purchase price shall be made in cash or by cashier's check upon presentation of Warranty Deed with usual covenants and conveying a good and merchantable title. Seller shall furnish a title search covering the Property as required by any of the major title companies in Florida for the issuance of a title policy. In the event of controversy regarding title, a title insurance policy covering the Property, issued by one of said title insurance companies for the purchase price plus the Buyer's Premium, shall constitute and be accepted by Buyer as conclusive evidence of good and merchantable title.
6. If the title is not good and cannot be made good within sixty (60) days after written notice has been given to Seller that the title is defective, specifically pointing out the defects, then the Deposit shall be returned to Buyer and this Contract shall become null and void unless Buyer elects to accept the defective title. In the event the time needed to correct said defaults extends beyond the aforesaid time to close, the time to close shall be extended as reasonably necessary. If this Contract is otherwise breached by Seller, Buyer shall have the right to affirm this Contract and enforce its specific performance or require the immediate return of the Deposit and recover full damages for its breach. In any event, if title is not so made good or Seller

otherwise breaches this Contract, Seller shall pay the Buyer's Premium and or agreed upon condition to Homes to Ranches, Inc., and any amounts due pursuant to any other agreement between HTR and Seller, plus the costs of collection, including attorney fees.

7. If Buyer breaches this Contract, Seller shall have the right to declare this Contract canceled and recover full damages for its breach or to elect to affirm this Contract and enforce its specific performance. In either event, the Deposit shall be retained by HTR and Seller per the terms of this listing agreement.
8. Seller shall pay for attorney fees for legal services performed prior to the date hereof, title search, preparation of the Warranty Deed and the recording fee and transfer fee and transfer tax on the Warranty Deed. Buyer shall pay title insurance, survey, and all costs and expenses relative to any loan facilitating the purchase of the Property. Each party shall pay its respective attorney fees.
9. **THE PROPERTY SHALL BE COVEYED AND ACCEPTED IN "AS IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NEITHER SELLER, NOR SELLER'S AGENT, NOR HTR, HAS OR WILL MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITAION, ANY WARRANTY OR REPRESENTATIONS TO THE HABITABILITY, DESIGN, PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.** Except for the warranties and representations expressly set forth in this Contract, Buyer is relying solely on its own expertise and information. Buyer has conducted such investigations and inspections of the Property as it deemed necessary and/or appropriate and shall rely upon the same.
10. Buyer and Seller explicitly covenant one with the other to relate to one another, in all matters concerning this Contract, in good faith and with fair dealing.
11. Should any party to this Contract bring an action against any other party to enforce any claim hereunder, the prevailing party or parties shall be entitled to recover all costs of said action and reasonable attorney fees. The term "prevailing party or parties" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no relief is granted, provided such ruling becomes final and non-appealable.
12. This Contract contains the entire agreement of the parties relating to the subject matter hereof and shall not be changed except by their written consent, and shall be binding on the parties' successors and assigns.

Seller:

_____ Date

_____ Date

_____ Mailing Address

_____ City, State, Zip

_____ Daytime Phone _____ Evening Phone

_____ Mobile Phone _____ Fax

Buyer:

_____ Date

_____ Date

_____ Mailing Address

_____ City, State, Zip

_____ Daytime Phone _____ Evening Phone

_____ Mobile Phone _____ Fax

Receipt of the Deposit is hereby acknowledged:

Homes To Ranches Realty, Inc.

Email

By: _____

Greg Lord Cell 352/266-6180