



PRESS FIRMLY you are writing through 4 copies.



PURCHASE AGREEMENT
RESIDENTIAL PROPERTY

EFFECTIVE DATE: DATE: INITIALS: (To be completed by the last party to sign acceptance of the final offer.)

PLEASE READ CAREFULLY - Alabama is a Caveat Emptor State. If you have any questions, please seek advice of legal counsel. This is a legally binding preprinted Purchase Agreement and prior to its signing by all parties is subject to negotiation between the parties to the Agreement.

REAL ESTATE CONSUMER'S AGENCY DISCLOSURE (RECAD):

The Listing Company is: (Two blocks may be checked)

- An agent of the Seller
An agent of the Buyer
An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent
Assisting the Buyer/Seller as a Transaction Broker

Seller(s) Initials

The Selling Company is: (Two blocks may be checked)

- An agent of the Seller
An agent of the Buyer
An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent
Assisting the Buyer/Seller as a Transaction Broker

Buyer(s) Initials

Subject to the terms, conditions, addendums, and disclosures contained or referenced herein, the undersigned execute this Purchase Agreement ("Agreement") as follows:

1. PROPERTY AND PURCHASE PRICE: Buyer hereby offers to buy and Seller hereby agrees to sell the Property located in or near Alabama, whose commonly known address is and which is legally described as ("Property") together with all improvements, shrubbery, plantings, fixtures, appurtenances, and subject to any existing building and use restrictions, recorded covenants, deed restrictions, previous mineral exclusions, zoning ordinances, zoning restrictions, zoning designation, the current flood plain and governmental or subdivision regulations and easements, if any, of record, for the sum of (\$).

2. THE TERMS OF THE PURCHASE SHALL BE AS MARKED BELOW:

- A. CASH. The full Purchase Price upon execution and delivery of Warranty Deed or Warranty Bill of Sale with required Lease.
B. NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed/Warranty Bill of Sale, contingent upon Buyer's ability to obtain a year (type) mortgage in the approximate amount of \$, or in amount equal to or greater than % of the Purchase Price, at an INTEREST RATE NOT TO EXCEED %, which Buyer agrees to apply for immediately, use best efforts to obtain, and accept promptly if tendered. All lender required, or related fees and credit report fee shall be paid by the Buyer, unless otherwise agreed upon in writing by all parties. Buyer shall pay all loan closing costs unless otherwise noted, including prepaid items and recording fees. Written notification from the lender that Buyer's ability to obtain financing under the terms of this Agreement is within the lender's guidelines is to be provided within business days of the Effective Date of this Agreement.
C. VENDOR'S LIEN DEED: SEE ATTACHED ADDENDUM
D. FHA/VA MORTGAGE: SEE ATTACHED ADDENDUM
E. OTHER MORTGAGE PROVISIONS:

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INITIALS BELOW INDICATE RECEIPT OF PAGE 1 OF 6 PAGES OF THIS AGREEMENT.
SELLER(S) INITIALS: PURCHASER(S) INITIALS:

PROPERTY ADDRESS \_\_\_\_\_

3. **PERSONAL PROPERTY:** No items of personal property shall be transferred to Buyer unless specifically itemized herein:

\_\_\_\_\_. Any items of personal property listed herein or otherwise attached hereto shall be conveyed at no value for appraisal purposes. Fixtures and improvements located on Fairhope Single Tax Corporation property shall be part of the Property and not considered personal.

4. **TERMITE REPORT:** Seller is to furnish at Seller's expense an Alabama Wood Infestation Report issued by a bonded and licensed pest control company stating that a visual inspection of accessible areas of the dwelling and garage and/or carport and any detached buildings given value by an appraisal indicates there is no visible sign of infestation or damage by Formosan and subterranean termites, powder post beetles, wood boring beetles, dry wood termites and wood decaying fungi. If active infestation or fungus is reported, treatment of the entire dwelling will be required unless Property is under a current termite contract in which case a re-treatment of the affected area will be permitted. Treatment will also be required in affected outbuildings if required by lender. A structural inspection by a licensed contractor at \_\_\_\_\_ Seller's \_\_\_\_\_ Buyer's expense may be required by the lender if any evidence of previous infestation and/or damage is found. If not required by the lender, Buyer may order a structural inspection, satisfactory to Buyer at Buyer's expense. Existing termite contract will be kept current and transferred to Buyer at Closing, subject to termite company approval, the cost of the transfer to be at Buyer's expense. If Property is not covered by an existing termite contract, Seller \_\_\_\_\_ shall \_\_\_\_\_ shall not provide termite replacement coverage \_\_\_\_\_ with \_\_\_\_\_ without Formosan coverage at Seller's expense.

5. **APPRAISAL:** This offer \_\_\_\_\_ is \_\_\_\_\_ is not subject to Property appraising for at least the Purchase Price. If the offer is subject to said appraisal and the Property does not appraise for at least the Purchase Price, Seller is to be notified in writing within \_\_\_\_\_ business days following the Effective Date of this Agreement or this contingency shall be deemed removed. The Buyer shall, however, have the privilege and option to waive this contingency and proceed with the consummation of this Agreement without regard to the amount of the appraised valuation. (If Fairhope Single Tax Corporation Property, an appraisal is required at the expense of \_\_\_\_\_ Buyer \_\_\_\_\_ Seller).

6. **INSURANCE:** This offer \_\_\_\_\_ is \_\_\_\_\_ is not subject to Buyer's ability to obtain insurance in an amount and for a cost satisfactory to Buyer and Buyer's lender (if applicable). If satisfactory insurance cannot be obtained, Seller is to be notified in writing within \_\_\_\_\_ business days following the Effective Date of this Agreement or this contingency shall be deemed removed.

7. **INSPECTIONS:** This offer \_\_\_\_\_ is \_\_\_\_\_ is not contingent on inspection(s) satisfactory to Buyer. Any inspections and report, if ordered by Buyer, shall be at Buyer's expense. If any such inspection is not satisfactory, Seller shall be notified in writing within \_\_\_\_\_ business days following the Effective Date of this Agreement or this contingency shall be deemed removed. Seller is not obligated to pay for improvements recommended by such inspection other than those that may be required by other provisions of this Agreement. If requested, Buyer shall furnish Seller, at no cost, a copy of any inspection reports. The cost of any septic tank inspection or the cost of well water testing, if required, shall be paid by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller. Any connection fees required for said inspections shall be paid by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller.

8. **MINERAL RIGHTS:** Subject to the provisions herein, Seller owned mineral rights \_\_\_\_\_ do \_\_\_\_\_ do not convey.

9. **SYSTEMS AND COMPONENTS/FIXTURES:** Seller \_\_\_\_\_ does \_\_\_\_\_ does not warrant that the heating, cooling and air conditioning equipment, including window units, plumbing, electrical systems and all included appliances shall be in proper working order at time of Closing.

10. **CONDITION OF PROPERTY:** Upon Closing, Seller shall leave the Property clean and free of debris. **Except to the extent expressly set forth herein,** (1) Neither Seller nor Broker nor any REALTOR® makes any representations or warranties regarding condition of the Property; (2) Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to buy the Property, including but not limited to, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos or toxic mold; the presence of arsenic in treated wood; the size and area of the Property; construction materials and workmanship; the proper construction of the Property by the builder or the developer; structure condition; utility and sewer or septic system availability, condition and location; water service and well water system quality and condition; subsurface and subsoil conditions, sinkholes and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood or subdivision; and (3) **IT IS THE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING. THIS TRANSACTION IS CONSIDERED AN AS-IS WHERE-IS SALE EXCEPT AS OTHERWISE PROVIDED HEREIN.** Unless otherwise addressed in Paragraph 7 above, Seller will provide utilities and access for Buyer's inspection(s).

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INITIALS BELOW INDICATE RECEIPT OF PAGE 2 OF 6 PAGES OF THIS AGREEMENT.  
SELLER(S) INITIALS: \_\_\_\_\_ PURCHASER(S) INITIALS: \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

- 11. **HOME WARRANTY:** A home warranty subject to limitations, exclusions and deductibles \_\_\_\_\_ shall \_\_\_\_\_ shall not be furnished at the expense of \_\_\_\_\_ Buyer \_\_\_\_\_ Seller, from \_\_\_\_\_ (warranty company), at a cost not to exceed \$ \_\_\_\_\_, and shall be ordered by the \_\_\_\_\_ Listing Company \_\_\_\_\_ Selling Company.
- 12. **LEAD-BASED PAINT DISCLOSURE AND CONTINGENCY:** Federal law requires that for all residential dwellings constructed prior to 1978, Buyer is put on notice of his/her rights to test for lead-based paint. **Check here \_\_\_\_\_ if a lead-based paint warning is attached and made part of this Agreement.**
- 13. **TITLE INSURANCE/CONVEYANCE:** An Owner's policy of title insurance in the amount of the Purchase Price shall be provided at Closing. Closing shall be at a location of Seller's election unless otherwise noted here: \_\_\_\_\_  
Title is to be taken in the names(s) of: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ with \_\_\_\_\_ without right of survivorship, in a form satisfactory to Buyer. If Fairhope Single Tax Corporation Property is being conveyed it will be subject to a 99 year Lease as referenced above.
- 14. **PROPERTY TAXES AND LEASE PAYMENTS:** All property taxes and lease payments being collected from existing leases are to be prorated at time of Closing. **All security deposits, keys and lease agreements or rental management agreements to be transferred to Buyer at Closing, subject to current lease agreements and management agreements.** NOTE: Taxes are prorated based upon current information furnished by the Revenue Commissioner's Office. REALTORS® cannot and do not assume any responsibility for any change, modification or adjustment to the current tax assessment by the Revenue Commissioner's Office. If Property is assessed under CURRENT USE CLASSIFICATION, any roll back or other additional assessment levied against Property as a result of this sale shall be paid by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller. Any additional information regarding tax prorations should be obtained directly from the title company.
- 15. **UNPAID ASSESSMENTS:** Any Property assessments which become a lien attached to the Property prior to the Closing Date shall be paid by the Seller, without proration. Any public improvements, now installed but not yet filed as a lien, shall be paid by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller. Any Owners Association assessments that are due and payable prior to the Effective Date of this Agreement shall be paid by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller. Any Owners Association assessments known to the parties at the time of the Effective Date of this Agreement that *become* due prior to Closing but after the date of Effective Date of this Agreement shall be paid by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller. Any Owners Association assessments that are approved by the Association prior to the Closing Date but do not become due and payable until after the Closing date shall be paid by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller.
- 16. **DISCLOSURE:** The Purchase Price and the terms of this sale may be disclosed, after Closing, by the real estate companies for use in the ordinary conduct of their business. REALTORS® may benefit financially as a result of recommending real estate-related services to clients and customers. All parties to this Agreement are advised to also seek other services or compare cost of services in these related fields and do business with whomever or wherever is most desirable to them.
- 17. **SURVEY:** Select one of the following:
  - A. \_\_\_\_\_ A survey showing all improvements shall be provided to Buyer at \_\_\_\_\_ Buyer's \_\_\_\_\_ Seller's expense and ordered by the \_\_\_\_\_ Listing Company \_\_\_\_\_ Selling Company.
  - B. \_\_\_\_\_ Seller will provide and Buyer will accept an existing survey or plat.
  - C. \_\_\_\_\_ Buyer has been given the opportunity to request a new survey or to accept an existing survey or plat and has declined.
  - D. \_\_\_\_\_ Additional survey requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 18. **CLOSING AND POSSESSION DATES:** The sale shall be Closed and the Warranty Deed or Warranty Bill of Sale with required Lease delivered on \_\_\_\_\_, 20\_\_\_\_, or sooner if mutually agreed upon in writing by Buyer and Seller. Time is of the essence with respect to all terms, conditions, obligations and particulars of this Agreement. Possession is to be given the Buyer at Closing or within \_\_\_\_\_ days after Closing, without fail. Unless otherwise provided herein, Seller warrants that the Property shall be in substantially the same condition at the Closing Date as it is as of the Effective Date, and further agrees to be responsible for any move out related damage. In the event Seller retains possession of the Property beyond the Closing Date, Seller does hereby warrant that at the date of surrender of occupancy by Seller, the Property shall be in the same condition as of the Closing Date. NOTE: If Buyer is to be given possession prior to Closing, or if Seller is to remain in possession after Closing, it is recommended that the parties enter into a written occupancy agreement. Seller shall provide to Buyer keys, garage door opener(s) and/or means to operate all Property locks, mailboxes, garage doors and security systems and means of access to all Property amenities at date of possession.

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SELLER(S) INITIALS: \_\_\_\_\_ PURCHASER(S) INITIALS: \_\_\_\_\_

19. **CLOSING COSTS:** BUYER to pay Closing agent settlement fee, recording fee, any mortgagee title insurance policy required by Lender and all fees required for the transfer of Property pursuant to Fairhope Single Tax Corporation requirements. SELLER to pay for preparation of Warranty Deed or Warranty Bill of Sale and Owner's Title Insurance Policy in the amount of the Purchase Price. All other costs shall be borne as otherwise indicated herein, or as specifically agreed to in writing.
  
20. **EXTENSION OF CLOSING DATE:** A period of TEN (10) days from the Closing Date in Paragraph 18 above shall be allowed if the Closing is delayed by reason of title defects that can be readily corrected. A period of FIVE (5) days from Closing Date contained in Paragraph 18 above shall be allowed for Closing if the terms of purchase require a new mortgage and the lender has issued a written unconditional commitment letter no later than the date of Closing named above, but is otherwise reasonably delayed in consummating the mortgage as set forth herein.
  
21. **RISK OF LOSS:** If the Property is destroyed or materially damaged by reason of fire, flood, hurricane, named tropical storm, tornado, or other acts of God between the Effective Date of this Agreement and the Closing Date, and Seller is unable to restore it to its previous condition prior to said Closing Date, the Buyer shall have the option of canceling this Agreement and recovering the Earnest Money pursuant to Paragraph 22 herein, provided that notice of cancellation is received prior to Closing Date or Buyer may otherwise accept the Property in its damaged condition. Risk of loss, as set forth above or by condemnation, shall be on the Seller until title is conveyed.
  
22. **FOR VALUABLE CONSIDERATION CLAUSE:** Buyer gives the Listing Broker above named until \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m. \_\_\_\_\_ p.m., to obtain the written acceptance of this offer and agrees that this offer, when signed, will constitute a binding Agreement between the Buyer and Seller. Buyer herewith deposits \$ \_\_\_\_\_ as Earnest Money in the form of \_\_\_\_\_ cash \_\_\_\_\_ check evidencing Buyer's good faith, to be deposited in escrow by **Selling Broker (herein referred to as Holder)**, unless otherwise noted herein below, upon Acceptance of offer and to be applied to the Purchase Price at time of Closing. If this offer is not accepted, the earnest money deposit is to be returned to the Buyer. If this offer is accepted and the title is not marketable, or if the terms of purchase are contingent upon ability to obtain a new mortgage or Seller Financing or other contingencies as specified which cannot be met, and which are not otherwise satisfied or removed, this deposit to be refunded upon written instructions signed by Buyer and Seller. The parties to this Agreement **understand and acknowledge** that disbursement of earnest monies held by Holder/Escrow Agent can occur only as follows: (A) at Closing; (B) upon written agreement signed by Buyer and Seller; or (C) upon court order. **In the event a dispute arises between Buyer and Seller as to the final disposition of the earnest money, Holder shall be authorized to Interplead the earnest money into a Court of competent jurisdiction pending a decision by said court. Holder shall be entitled to be compensated by the party who does not prevail, or otherwise out of said interplead funds, in the Interpleader action for its costs and expenses, including reasonable attorney's fees incurred in filing said Interpleader.** All parties to this Agreement agree that Holder may deposit the earnest money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit. In the event Earnest Money check is returned for insufficient funds or otherwise not honored by the bank drawn upon, the Buyer shall be required to deliver good funds to Holder within three (3) days of bank's notice to Holder. If Buyer does not deliver said good funds, then and in that event, the Seller, at his sole discretion, shall have the right to terminate this Agreement by giving written notice to the Buyer.
  
23. **OTHER OFFERS WHILE BUYER'S OFFER IS PENDING:** Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this Agreement becomes Effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the Property, and to accept any other offer or counteroffer. **THIS OFFER AND ANY COUNTEROFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO ACCEPTANCE BY BOTH BUYER AND SELLER.**
  
24. **DEFAULT/LEGAL REMEDIES:**
  - A. Default by BUYER: In the event that Buyer fails to consummate this Agreement, Seller shall have the right to pursue any remedy available at law or in equity as a result of such breach, including specifically, without limitation, the right (a) to retain the Earnest Money, (b) the right to enforce specific performance of this Agreement, and (c) the right to terminate this Agreement, and thereafter recover damages against Buyer for breach by Buyer thereof.
  - B. Default by SELLER: In the event that Seller fails to consummate this Agreement, Buyer shall have the right to pursue any remedy available at law or in equity as a result of such breach, including specifically, without limitation, the right (a) to receive the return of the Earnest Money, (b) the right to enforce specific performance of the obligation of this Agreement and thereafter recover damages against Seller for breach by Seller thereof.
  - C. Arbitration: If an Arbitration clause is attached to this Agreement as an addendum and is signed by both Buyers and Sellers to this Agreement, the same shall supersede the default remedies provided for herein.

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PROPERTY ADDRESS \_\_\_\_\_

25. **ELECTRONIC SIGNATURES:** Electronic signatures or facsimiles of a signed copy, or of any offer or counteroffer to the other party or his/her REALTOR®/Sales Associate/Agent shall constitute delivery of said signed document unless otherwise noted herein: \_\_\_\_\_

26. **OTHER AGREEMENTS/DISCLAIMER:** It is agreed by the parties that the Buyer in making this offer and in entering into this Agreement has not relied upon any statement, representation, promise, understanding or agreement whatsoever, whether expressed or implied, by the Seller, or any REALTOR® outside the written parameters of this Agreement. **No modification of this Agreement shall be binding unless attached hereto and signed by both Buyer and Seller. All parties to this Agreement understand and acknowledge that REALTORS® are not parties to this Agreement, and as such, do not assume any liability for performance or nonperformance of any parties to this Agreement.** Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Agreement related to the Property, and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, arsenic in treated wood, toxic mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the property owners' association, builder or developer, or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

\_\_\_\_\_  
**Buyer's Initials**

\_\_\_\_\_  
**Seller's Initials**

27. **ADDITIONAL PROVISIONS:** Additional provisions to this Agreement are set forth herein or on the attached Addendum(s) which shall be signed by all parties and shall be part of this Agreement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Agreement is cancelled or said transaction does not close for any reason, fees or costs paid in advance may be non-refundable. REALTORS® are not to be held liable for any conditions or non-performance of this Agreement and have not given any professional, legal or tax advice.

29. **BUYER AND SELLER ACKNOWLEDGE** that they have read this entire agreement and all addendums as itemized in this paragraph 29 and accept the same. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BUYER \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_\_\_

BUYER \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_\_\_

Buyer's Mailing Address \_\_\_\_\_

Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell or Work \_\_\_\_\_ E-mail \_\_\_\_\_

Selling Agent \_\_\_\_\_ Cell or Work \_\_\_\_\_ Home \_\_\_\_\_ E-mail \_\_\_\_\_

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PROPERTY ADDRESS \_\_\_\_\_

SELLER'S ACCEPTANCE OFFER/COUNTER OFFER: \_\_\_\_\_ ACCEPTED \_\_\_\_\_ COUNTERED AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event a counter offer is made, it shall expire on \_\_\_\_\_, 20\_\_\_. \_\_\_\_\_ am \_\_\_\_\_ pm

SELLER \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

SELLER \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

Seller's Mailing Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell or Work \_\_\_\_\_ E-mail \_\_\_\_\_

Listing Agent \_\_\_\_\_ Cell or Work \_\_\_\_\_ Home \_\_\_\_\_ E-mail \_\_\_\_\_

BUYER'S ACCEPTANCE OF COUNTER OFFER: \_\_\_\_\_ ACCEPTED \_\_\_\_\_ COUNTERED, AS PER ATTACHED ADDENDUM.  
Provisions of the original offer not changed by the counteroffer remain in effect.

BUYER: \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

BUYER: \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

SELLER'S ACCEPTANCE OF COUNTER OFFER: \_\_\_\_\_ ACCEPTED \_\_\_\_\_ COUNTERED, AS PER ATTACHED ADDENDUM.  
Provisions of the original offer not changed by the counter offer remain in effect.

SELLER: \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

SELLER: \_\_\_\_\_ (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

**PLEASE NOTE: INITIALS AND EFFECTIVE DATE TO BE COMPLETED ON PAGE 1 OF THIS AGREEMENT BY THE LAST PARTY TO SIGN THE FINAL OFFER OR COUNTER OFFER.**

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SELLER(S) INITIALS: \_\_\_\_\_ PURCHASER(S) INITIALS: \_\_\_\_\_