

**GREATER BRIDGEPORT BAR ASSOCIATION
STANDARD FORM RESIDENTIAL REAL ESTATE SALES AGREEMENT**

AGREEMENT made as of the ____ day of MONTH, YEAR between NAME OF SELLER ADDRESS OF SELLER (hereinafter collectively referred to as the SELLER), and NAME OF BUYER ADDRESS OF BUYER (hereinafter collectively referred to as the BUYER),

WITNESSETH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as STREET ADDRESS OF PROPERTY TOWN, *Connecticut* and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.

2. **CONSIDERATION.** The purchase price is ##### HUNDRED THOUSAND (\$000,000.00) DOLLARS which the BUYER agrees to pay as follows:

- | | |
|---|-----------|
| (a) As a part of the deposit heretofore paid, receipt of which is hereby acknowledged, subject to collection; | \$ 000.00 |
| (b) As the balance of the deposit before or of which is hereby acknowledged, subject to collection; | \$ 000.00 |
| (c) Upon the delivery of the deed, by certified check or official bank check drawn on a bank which is a member of the New York Clearing House, or the proceeds of which are immediately available to SELLER at a local bank (this amount may vary depending on adjustments pursuant to this Agreement); | \$ 000.00 |
| TOTAL | \$ 000.00 |

Any deposit made hereunder shall be paid to the SELLER's attorney who shall hold the same subject to the terms and conditions hereof and release same to SELLER at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER's attorney shall provide not less than seven (7) days notice to both parties. If there is a dispute as to the deposit the SELLER's attorney may pay the deposit into court whereupon the SELLER's attorney shall be relieved of all further obligation.

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT satisfactory funds for any payment required by this Agreement at the time of closing. In the event SELLER or his attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

In addition, BUYER'S attorney shall tender to SELLER separate cashier's check, bank treasurer certified check or wire transfer, at SELLER'S discretion, for payoff of SELLER'S mortgage obligation, in accordance with the GBBA Real Estate Closing Customs.

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as aforesaid. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

4. **CLOSING.** The deed shall be delivered at the offices of PLACE LOCATION OF CLOSING, or at such place in Fairfield County, Connecticut, as may be designated by BUYER's lending institution on the ____ of MONTH, YEAR or on the at 10:00 A.M. or sooner by mutual agreement of the parties hereto.

5. **FIXTURES.** (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them are now located on the Premises, in their present "AS IS" condition, normal wear and tear excepted: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, exterior television antennae, weathervanes, mailbox(es), all pool equipment microwave, garage door openers with remotes, and existing plants and shrubbery together with: range, microwave, dishwasher, refrigerator, washer and dryer.

(b) Specifically excluded from the sale are: none.

6. **TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, all sums paid on account hereof, together with any expenses actually incurred by the BUYER for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fees (in the aggregate not to exceed the cost of fee title insurance based on the amount of the purchase price) shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title, which come within the scope of said Title Standards, shall not constitute valid objections on the part of the BUYER, if Such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.

(c) **NO VIOLATIONS:** The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) **RELEASE OF MORTGAGES:** Notwithstanding anything to the contrary contained in this Agreement

or any riders attached hereto, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Premises at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and SELLER agree to close title notwithstanding the absence of the release of mortgage, provided the attorney for the SELLER furnishes the attorney for the BUYER, at the closing, with the written payoff statement and a copy of the payoff check evidencing that payment of the unreleased mortgage is to be made in full at the time of, the closing, and with all undertaking to make said payment, and further provided the BUYER's Title Insurance Company will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages. SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER's attorney with recording information. If SELLER has not obtained such release within sixty (60) days after closing, he shall give to BUYER's attorney the affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. Tills provision shall survive the closing.

(e) EXCEPTIONS TO TITLE: The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes oil the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a Survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (Such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

8. **CONDITION OF PREMISES.** The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition on an "as is" basis, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they are on the date of this Agreement, reasonable wear and tear excepted. SELLER represents that the floor areas under any area rugs or furniture, and the wall areas behind any furniture, wall hangings or other objects, are of substantially the same condition and material as the floor and wall areas that are visible to inspection by BUYER without moving any of the foregoing, and there are no holes in the floors or walls hidden by the same. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER

has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date hereof, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof.

9. **BROKER(S).** The parties hereto agree LISTING BROKER COMPANY (SALES ASSOCIATE) and SELLING BROKER COMPANY (SALES ASSOCIATE) are the broker who negotiated the sale of the Premises, and the SELLERS agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER (jointly and severally, if more than one) hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

10. **APPORTIONMENT.** Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Condominium special assessments due and payable prior to closing shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.

11. **RISK OF LOSS.** The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall be allowed a reasonable time thereafter, not to exceed thirty (30) days from such loss or damage or such shorter time as may be within the term of BUYER's mortgage commitment, within which to repair or replace such loss or damage. In the event the SELLER does not repair or replace such loss or damage within said time, the BUYER shall have the option:

(a) Of terminating this Agreement, in which event all sums paid on account hereof, together with any expenses actually incurred by the BUYER for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fees (in the aggregate not to exceed the cost of fee title insurance based on the amount of the purchase price), shall be paid to the BUYER without interest thereon. Upon receipt of such payment, further claims and obligations between the parties hereto, by reason of this Agreement, shall be released and discharged; or

(b) Of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving the benefit of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

12. **AFFIDAVITS.** The SELLER agrees to execute, at the time of closing of title, an affidavit, (a) verifying the non-existence of mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER's knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's

knowledge.

13. **MAINTENANCE.** The grounds shall be maintained by the SELLER between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

14. **DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, possession of the Premises with tenants (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. **LIABILITY FOR DELAYED CLOSING.** In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond five (5) business days, then the BUYER will reimburse the SELLER from the sixth (6th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per them interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay up to the actual date of closing. Further, in the event of a delay in the closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per them rate of 1/30th of 1% of the purchase price for each day of delay up to the actual date of closing. [For example, the per them cost of a \$450,000 transaction would be \$150 per day.]

16. **DEFAULT.** If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, Such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. In no event shall the closing, or any extension thereof, take place later than four (4) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11. In the event closing has not taken place by the end of said four (4) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default.

17. **MORTGAGE CONTINGENCY.** This Agreement is contingent upon BUYER obtaining an unconditional written commitment for a loan, to be secured by a first mortgage on the Premises, in such an amount for which BUYER shall apply which shall not be in excess of \$AMOUNT OF MORTGAGE from a lending Institution or licensed mortgage broker, which loan shall be for a term of not more than 30 years and shall bear interest at a rate then in effect at the institution where application is made and shall include such other terms and conditions as are imposed by such institution at the time BUYER makes such application. BUYER agrees to make prompt application for such a loan and to pursue said application with diligence. If having done so, BUYER is unable to obtain a unconditional written commitment for Such a loan on or before CONTINGENCY MONTH, DAY, YEAR and if BUYER so notifies SELLER or SELLER's attorney, SELLING COUNSEL., in writing, at or before 5:00 p.m., on said date, then this Agreement shall be null and void and the BUYER shall be entitled to the immediate return by SELLER of all sums paid by the BUYER on account of this Agreement. If SELLER or SELLER's attorney does not receive such written notice at or before 5:00 p.m. on said date, this Agreement shall remain in full force and effect. A denial of BUYER's mortgage application based upon the BUYER's inability to sell other real estate or another home, or a written commitment conditioned on the sale of other real estate or another home, shall NOT be deemed a

denial of such mortgage application under this paragraph. In either of such events the BUYER shall not be entitled to terminate this Agreement nor be entitled to the return of any sums paid by the BUYER on account of this Agreement. Should the BUYER fail to comply with the foregoing requirements, this Agreement shall continue in full force and effect, and the rights and obligations of the parties shall be as if this paragraph did not appear in this Agreement.

18. PROPERTY CONDITION DISCLOSURE FORM. Attached hereto as a Rider is the Property Condition

Disclosure Form required by Section 20-327b of the Connecticut General Statutes. In the event the SELLER has not furnished BUYER with the Property Disclosure Form, as required by Section 20-327b of the Connecticut General Statutes, with or prior to the BUYER's execution of this Agreement, the SELLER shall give and the BUYER shall receive a credit of \$300.00 against the purchase price at closing.

19. LEAD-BASED PAINT. (a) This Agreement is contingent upon a risk assessment or inspection of the Premises for the presence of lead-based paint and/or lead-based paint hazards at the BUYER's expense until 5:00 p.m. on the tenth calendar day after the full execution of this Agreement, unless said ten day period has previously commenced. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family from Lead in Your Home for More Information", which BUYER acknowledges having received.) This contingency will terminate as of the above predetermined deadline unless BUYER (or BUYER's agent) delivers to the SELLER (or SELLER's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The SELLER may, at the SELLER's option, within five (5) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the SELLER will correct the condition, the SELLER shall furnish the BUYER certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing. If the SELLER does not elect to make the repairs, or if the SELLER makes a counter-offer, the BUYER shall have two (2) days to respond to the counteroffer or remove this contingency and take the property in "as is" condition or this Agreement shall become void. The BUYER may remove this contingency at any time.

(b) The BUYER specifically waives the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based hazards if initialed here

20. UTILITIES. The SELLER represents that no utility lines cross the property of an adjoining owner to serve the Premises unless specifically set forth in this Agreement, and that no utility lines cross the Premises and serve property of an adjoining owner unless specifically set forth herein.

21. BUILDING PERMITS. The SELLER represents that during SELLER's period of ownership, no work has been performed on the Premises for which a building permit has been required other than that for which building permits were obtained and for which Certificates Of Occupancy have been issued.

22. INSULATION AND ASBESTOS. The SELLER represents that the Premises are not insulated in whole or in part with urea formaldehyde or any other type of foam Insulation and do not contain any asbestos related material.

23. KNOWLEDGE OF HEARINGS. The SELLER represents that SELLER has neither knowledge nor notice of any pending public agency (including but not limited to Planning, Zoning, Inland Wetlands, etc.) hearings or appeals therefrom affecting the Premises or any abutting property and will promptly notify the BUYER if the SELLER receives notice or learns of any Such hearings after the signing of this Agreement and prior to closing.

24. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on the Premises.

25. BASEMENT AND ROOF. The SELLER represents that, during the period of the SELLER's ownership of the Premises, the basement has been free of any water except as disclosed herein, and represents that the roof currently is free of leaks.

26. **SEPTIC.** Unless, the premises are served by public sewer, the SELLER represents that the Premises are served by a septic tank and leaching fields located entirely within the Premises' lot lines, that said tank and fields serve no other Premises and that, during the SELLER's entire period of ownership, said septic system has required only normal maintenance and cleaning.

27. **WELL.** Unless the Premises are served by public water supply, the SELLER represents that the Premises are supplied by a well and pipes located entirely within the Premises' lot lines, that said well and pipes serve no other premises and that, during the SELLER's entire period of ownership, the well has produced sufficient clear and potable water for normal domestic use.

28. **UNDERGROUND STORAGE TANKS.** The SELLER represents that there are no above-ground or underground storage tanks on the Premises which leak or have leaked and that any such storage tank(s) are not currently in disrepair and SELLER has no knowledge of any underground storage tank(s), except as disclosed in the Property Condition Disclosure Form attached hereto. The SELLER further represents that the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the state and federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title.

29. **PSYCHOLOGICAL IMPACT.** The BUYER hereby advises the SELLER that knowledge of a psychological impact with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents that the Premises are not psychologically impacted (as defined in Connecticut General § 20-329cc *et seq.*).

30. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

Notices to the BUYER shall be sent to:

31. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.

32. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

33. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

34. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

35. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief.

36. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, Successors, and permitted assigns of the respective parties.

37. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

38. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither tills Agreement nor any provision hereof may be waived, changed or canceled except by a written instrument signed by both parties.

39. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

40. **ALTERATION OF STANDARD FORM.** The Parties agree that unless a provision which is not a part of, or which varies from the Standard Form, is printed in bold typeface of not less than **16 points** or handwritten, and is specifically delineated in a separate cover letter to the other attorney, such provision shall be deemed not to be a part of this Agreement for any purpose, and any provision of the Standard Form that has been eliminated shall be deemed to be a part of tills Agreement unless a reference to its deletion in such typeface or handwriting is inserted in its place and is described in a separate cover letter. Addendums, exhibits and riders to this Agreement are not subject to the foregoing requirement of this paragraph.

41. **THIS PROPERTY IS BEING SOLD AS IS CONDITION.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the Presence of:

NAME, Seller
Tax ID#

NAME, Seller
Tax ID#

NAME, Buyer
Tax ID#

NAME, Buyer
Tax ID#

LEGAL DESCRIPTION