

GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.
February 1, 2004 (Previous forms are obsolete no longer approved))

Date: _____

The undersigned Buyer(s) _____ hereby agrees to purchase and the undersigned
(Please print exact names in which title will be taken)

Seller(s) _____ hereby agrees to sell the following described real estate,
(Please print exact names in which title is held)

together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the City of _____, County of _____, Alabama, on the terms stated below:

Address _____ Zip Code: _____

Legal Description : Lot _____ Block _____ Survey _____

_____ Map Book _____ Page _____

1. **THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE** \$ _____
Earnest Money under this Contract shall be \$ _____

(A) **FINANCING:** (Check as applicable)

(1) Buyer will pay cash or obtain a loan for the Property with no financing contingency.

(2) This Contract is contingent on Buyer obtaining approval of a Conventional FHA VA Other _____ loan in the amount of \$ _____ or _____% of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. If FHA or VA financing is utilized, the "FHA/VA Amendatory Clause Addendum" must be a part of this Contract. Buyer will apply for financing within ____ days (7 days if left blank), from the Finalized Date and will provide any and all credit, employment, financial and other information required by the mortgage lender. "Finalized Date" shall mean the date that appears under the signatures of the parties to this Contract. **No term of this financing contingency can be changed without written authorization of the Seller.**

If the Purchase Price exceeds the appraised value of the Property, Buyer may elect to cancel this Contract by providing written notice of such election to Seller within five (5) calendar days of knowledge of the appraised value, along with a copy of the appraisal, unless the Seller agrees to sell the Property under this Contract for the appraised value. The Earnest Money shall be returned pursuant to the terms of Paragraph 3 below.

(B) **LENDER REQUIRED REPAIRS:** Seller agrees to make any repairs required by the lending institution not to exceed \$ _____ (\$0.00 if left blank). If such repairs exceed this amount and Seller refuses to pay the excess, Buyer may pay the excess, **or** (if not prohibited by Buyer's lender) accept the Property with the limited repairs, **or** accept the above-specified amount at closing as a reduction of the Purchase Price, **or** Buyer may cancel this Contract by notifying Seller in writing within _____ hours (24 hours if left blank) of Buyer being informed of Seller's refusal to pay the excess cost of repairs. Should Buyer fail to cancel this Contract after being informed of Seller's refusal to pay the excess cost of repairs the Contract shall be closed as scheduled.

(C) **LOAN CLOSING COSTS AND PREPAID ITEMS:** A loan discount not to exceed _____% of the amount of the approved loan, shall be paid by Seller Buyer. All other loan closing costs and prepaid items are to be paid by Buyer unless herein stated. Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the sale.

2. **CLOSING & POSSESSION DATE:** The sale shall be closed and the deed delivered on or before _____, 20____. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered on _____, 20____ at ____:____ a.m. p.m. In the event Seller retains possession of the Property beyond the date of closing, Seller hereby agrees that upon surrender of the Property to Buyer, the Property shall be in the same condition as it was on the day of closing.

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3. EARNEST MONEY & BUYER'S DEFAULT: Seller and Buyer hereby direct the Listing Company to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the Earnest Money will be promptly deposited into the escrow account of the Listing Company. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, however, a separate mutual release signed by all parties to this Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-.03 (4), (5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees and other expenses relating to the interpleader; provided, however, that any Claim as defined in Paragraph 24 below shall remain subject to mediation and arbitration as set forth in said Paragraph. Seller, at Seller's option, may cancel this Contract if the Earnest Money check is rejected by the financial institution upon which it is drawn. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to pursue his or her available legal or equitable remedies against Buyer pursuant to Paragraph 24 below.

4. AGENCY DISCLOSURE: The listing company is _____.
The selling company is _____.

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 (*check one or both*) as a transaction broker.

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 (*check one or both*) as a transaction broker.

Buyer's Initials

Seller's Initials

5. HAZARD INSURANCE: Buyer understands that Buyer is responsible for securing acceptable hazard insurance at a premium rate acceptable to Buyer on the Property at Closing. Buyer shall obtain evidence of insurability at an acceptable premium rate within ___ days (7 days if left blank) of the Finalized Date. Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller. If the Contract is cancelled, the Earnest Money shall be returned pursuant to the terms of Paragraph 3 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

6. TITLE INSURANCE: Seller agrees to furnish Buyer a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the Purchase Price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraphs 7 & 9 below; otherwise, the Earnest Money shall be refunded in accordance with Paragraph 3 above. In the event owner's and mortgagee's title policies are required at closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is the Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

7. SURVEY: Buyer does does not require a survey by a registered Alabama land surveyor of Buyer's choosing. The lender may require a survey and it is recommended that a new survey be obtained on all purchases. Available information indicates that the Property is is not located in a flood plain, but this should be confirmed by a flood plain certification and/or a current surveyor's statement in the survey which shall be the responsibility of Buyer. Further, unless otherwise agreed herein, the Property is purchased subject to utility easements, residential subdivision covenants and restrictions, if any, and building lines of record. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense.

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8. PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes except municipal are presumed to be paid in arrears for purpose of proration; municipal taxes, if any, are presumed to be paid in advance. Seller acknowledges that the Property is is not currently subject to Class III residential property tax. If Seller states that the Property is Class III and is in error, Seller will reimburse to Buyer any amount of tax which will be incurred between the date of closing and the end of the current tax year which is in excess of that which would be due under Class III. This obligation will survive the closing.

9. CONVEYANCE: Seller agrees to convey the Property to Buyer by _____ warranty deed (check if Buyer desires that title be held as joint tenants with rights of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller. Seller understands that the present zoning classification is: _____. Buyer is encouraged to verify the current zoning classification.

10. HOME WARRANTY: Buyer does does not require a Home Warranty Policy issued by a company qualified to provide such policies in the State of Alabama, effective for one year from date of closing to be paid by Buyer Seller at cost not to exceed \$ _____. Buyer acknowledges that no broker or sales associate has made any representations or statements regarding the terms or conditions of any Home Warranty Policy or the items covered by any such Policy. The Buyer will personally review the Policy, which will contain certain limitations, exclusions and deductions, and Buyer will base the decision to accept or decline the Policy on this review, and not on any information that may have been provided by any broker or sales associate.

11. BUYER'S DUTY TO INSPECT: Buyer understands that Alabama law imposes a duty on Buyer to thoroughly inspect a property for conditions of property, defects or other relevant matters prior to closing the sale. Buyer further understands that professional inspection services and/or contractors may be engaged for this purpose. Buyer is encouraged to engage and pay for independent professional inspection services and/or contractors, including but not limited to termite/pest control companies, rather than using previous Seller-acquired inspection reports, allowing the Seller to pay for such inspection reports, or using an inspector recommended by Seller. Brokers and sales associates do not endorse any particular professional inspection service and/or contractor. Buyer understands and agrees that Buyer will not rely and has not relied on any statements or omissions made by any broker or sales associate regarding the condition of the Property. Buyer further understands that if a broker or sales associate is present at or accompanies Buyer on an inspection or walk-through of the Property, it will be as a courtesy and not as a person qualified to detect any defects. **After closing of this sale, all conditions of the Property are the responsibility of Buyer.**

12. CONDITION OF THE PROPERTY: NEITHER SELLER NOR ANY BROKER OR SALES ASSOCIATE MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to purchase the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, or toxic mold; the presence of or damage from wood destroying insects and/or fungus; the presence of vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the Property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof; subsurface and subsoil conditions, including radon or other potentially hazardous or toxic materials and/or gases; Property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and the obligation to determine the condition of the Property in accordance with "A" or "B" below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until closing. **Note:** Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the Property prior to closing.

(A) SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION: Buyer agrees to accept the Property in "AS IS" condition. Seller gives **no** warranties on any systems or appliances being in good working order either now or at the time of closing, and in consideration for the Purchase Price, Buyer accepts total responsibility for all repairs, improvements, and/or defects in the Property.

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Buyer's Initials Seller's Initials

(B) SALE OF PROPERTY CONTINGENT UPON INSPECTION: Buyer requires additional inspections of the Property at Buyer's expense. Within _____ days (10 days if left blank) of the Finalized Date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property.

(1) If such inspections reveal defects that are not trivial, insignificant or obvious on the date the Contract is finalized as reflected on the signature page hereof, Buyer may, in Buyer's sole discretion, either (a) terminate this Contract, **or** (b) request that Seller correct the defects. Buyer shall exercise either option by written notice delivered to Seller within _____ days (3 days if left blank) after the inspection have been completed, which notice shall specify the defects that Seller is expected to correct or the defects which would cause a prudent person to decide not to buy the Property.

(2) If Buyer requests Seller to correct the specified significant defects, Seller shall respond to Buyer by written notice within _____ days (5 days if left blank) of receipt of such request as to whether Seller is willing to correct the defects. It shall conclusively be deemed acceptance of Buyer's request if Seller fails to respond in writing within the time frame stated in this subparagraph.

(3) If Seller elects not to correct the specified defects, Buyer shall respond to Seller by written notice delivered to Seller within _____ days (3 days if left blank) of receipt of Seller's refusal to correct the defects and advise Seller of its election of either (a) to terminate this Contract and recover the Earnest Money pursuant to Paragraph 3 above, or (b) to waive in writing the request for correction of the defects and proceed to close the sale.

(4) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing of any defects revealed by the inspections within the allotted time, **or** fails to notify Seller in writing of Buyer's election to terminate this Contract as herein provided.

Buyer's Initials Seller's Initials

NOTE: "Ordinary wear and tear," as used herein shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances.

13. SEWER/SEPTIC SYSTEMS: Seller represents that the Property is is not connected to sewer, and if so, all connection fess have been paid. If not on sewer, Seller represents that the Property is is not connected to a septic system. If Property is on a septic system, Buyer does does not require a septic system cleaning and inspection at Buyer's expense. It is recommended if the Property is on a septic system that the Buyer have the septic system inspected by a professional. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, brokers and sales associates from any and all responsibility for problems with the septic system which may be discovered in the future, whether problems exist on the Finalized Date or develop thereafter.

Buyer's Initials Seller's Initials

14. TERMITE AND/OR WOOD INFESTATION:

(A) TERMITE SERVICE AGREEMENT: Buyer does does not require a termite service agreement. If such agreement is required and Seller has an existing transferable agreement, the agreement will be transferred at Buyer's Seller's expense. If a new service agreement is required, the cost shall be at Buyer's Seller's expense and the service agreement will be ordered by the party paying for the same. Brokers and sales associates make no representations as to the terms or conditions of any termite service agreement.

(B) WOOD INFESTATION REPORT: Buyer does does not require a Wood Infestation Report. If required by Buyer, lender or pest control company, the cost of the Wood Infestation Report shall be at Buyer's expense and Buyer shall order the report.

Buyer's Initials Seller's Initials

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15. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: The seller of any interest in residential real property built before January 1, 1978 is required by federal law to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. The Property was was not built prior to January 1, 1978. Seller's Initials . If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure in attached hereto as Addendum #_____.

16. BUYER'S FINAL INSPECTION: Buyer has the right and the responsibility to walk through and inspect the Property prior to closing and notify Seller immediately if the Property is not in the condition agreed upon. Specifically, the Buyer should determine if (a) conditions specified under Paragraph 12(B) above have been satisfied, if 12(B) was selected; (b) the systems as described under the NOTE in 12(B) above are functioning; and (c) no new defects to the Property have occurred other than ordinary wear and tear since acceptance under Paragraph 12 above. If the Property is not in satisfactory condition, Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any defects requested by Buyer, Buyer may proceed with the closing or cancel the contract and recover the Earnest Money in accordance with Paragraph 3 above. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. **After closing, all conditions of the Property are the responsibility of the Buyer.**

17. DISCLAIMER: Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. 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 Contract 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 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 and conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. 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

18. SELLER WARRANTY: Seller warrants that Seller has not received notification from any owners association or lawful authority regarding any assessments that remain unpaid, pending assessments, pending public improvements, or repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the closing.

19. FIRE/SMOKE/GAS DETECTORS: Buyer shall satisfy himself that all applicable federal, state and local statutes, ordinances or regulations concerning fire/smoke/gas detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Buyer shall be solely responsible for compliance with such laws.

20. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed. If the Property is destroyed or materially damaged between the date this Contract is finalized and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of canceling this Contract and recovering the Earnest Money pursuant to Paragraph 3 above, provided that notice of cancellation is received prior to closing or accepting the Property in its damaged condition. If Buyer elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the Purchase Price or otherwise be payable to Buyer.

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21. **SELECTION OF ATTORNEY:** Buyer and Seller hereby do do not agree to share the fees of a closing attorney, who will represent the mortgage lender, if the sale is financed. Buyer and Seller acknowledge and agree that such sharing of fees may involve a conflict of interest on the part of the attorney and the attorney will require that an affidavit be signed at closing acknowledging the conflict of interest and Buyer's and Seller's acceptance of the same. The parties further acknowledge that they have a right to be represented at all times by separate and independent counsel in connection with this Contract and the closing thereof by an attorney of their own choosing at their own expense.

22. **PERSONAL PROPERTY:** Any personal items remaining with the Property shall be at no additional cost to Buyer, shall not add to the value of the Property, shall be in "as is" condition unless otherwise agreed to herein, shall be unencumbered at the time of closing, and shall be only that personal property which is currently on the premises and included on the itemized list attached hereto as Addendum #_____ (said list to be specific as to description and location of such items).

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 Contract 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.

24. **MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY:** All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Contract, including the involvement of any broker or sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party acknowledges that he or she is knowingly waiving the right to a trial by jury relating to all Claims. All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The parties shall bear equally the cost of the arbitrator and each party shall otherwise bear their own costs; provided the arbitrator shall have the authority to award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Contract, which may include the use of materials and components which are obtained from out-of-state and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer's Initials Seller's Initials

25. **CONDOMINIUM ADDENDUM:** If the Property is a condominium unit(s), Buyer and Seller are encouraged to use the Condominium Addendum, which, if applicable, is attached hereto as Addendum #_____.

26. **FACSIMILE OR COUNTERPART SIGNATURES:** This Contract may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding upon the party so executing it upon the receipt of the signature by any other party.

27. **ADDITIONAL PROVISIONS:** Additional provisions to this Contract are set forth on the attached Addendum(s) # _____ which shall be signed by all parties and shall be part of this Contract.

28. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Contract is cancelled or does not close for any reason, fees or costs paid in advance may be non-refundable.

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29. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, nor any broker or sales associate shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Witness to Buyer's Signature

Buyer (Date)

Witness to Buyer's Signature

Buyer (Date)

Witness to Seller's Signature

Seller (Date)

Witness to Seller's Signature

Seller (Date)

Finalized Date _____, 20_____
(Date on which last party signed or initialed acceptance of final offer)

EARNEST MONEY: Receipt of the earnest money in the amount identified in Paragraph 1 is hereby acknowledged.

CASH

CHECK

LISTING COMPANY: _____ By: _____ DATE _____, 20____

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