

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is entered into on this _____ day of _____, 20____, wherein the Purchaser (as detailed below) agrees to buy, and the Seller (as detailed below) agrees to sell through Pope, The Real Estate Company, LLC, and the undersigned Broker, herein referred to collectively as “Broker”, all that tract or parcel of land, with any improvements thereon in the State of Georgia, County of _____, City of _____, known as property of _____, described as follows:

SECTION 1: THE PROPERTY. Property(s) # _____ as described on Exhibit “A” attached hereto and made a part hereof, including all lighting fixtures attached thereto, and all heating, water heating, and plumbing equipment thereon (the “Property”).

SECTION 2: PURCHASE PRICE. The purchase price of said Property shall be: _____ (\$ _____) (the “Purchase Price”) to be paid in all cash at Closing.

SECTION 3: EARNEST MONEY. The Purchaser has paid to Broker, receipt whereof is hereby acknowledged by Broker, the sum of \$ _____ as earnest money (the “Earnest Money”), the same to be applied against the Purchase Price at Closing. Broker shall deposit said Earnest Money within three banking days from date of acceptance of the same. Should the closing not occur within the time period contemplated by this Agreement, other than if the same is for breach of the Seller or Seller’s inability to give marketable title to the Purchaser as herein required, unless agreed upon by the Parties in writing, the Earnest Money shall be forfeited to the Seller.

SECTION 4: CLOSING.

- a. The closing shall occur in Tifton, Georgia on or before _____ at the offices of _____ (the “Closing Attorney”).
- b. The Closing Attorney will charge the Purchaser a closing fee of \$ _____ per cash transaction and \$ _____ per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the Purchaser elects to purchase a title opinion or other services, the Closing Attorney will provide them for an additional fee.
- c. The Seller will pay for the compensation to the Broker and the preparation of the Deed only.
- d. The Purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, survey costs, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The Purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser’s earnest money deposits.
- e. Current year ad valorem taxes on the realty and improvements thereon shall be paid by proration as of date of closing. All taxes for prior years and other taxes and assessments, which would create a lien against said Property, shall be paid by Seller.

SECTION 5: SELLER’S CONVEYANCE AT CLOSING. Seller agrees to convey said Property by way of a Limited Warranty Deed to Purchaser at closing, subject to; 1. All valid restrictions of record; 2. Zoning ordinances affecting the same; 3. Encumbrances as specified in this Agreement; and 4. Existing leases, if any.

SECTION 6: TITLE EXAMINATION. The Purchaser shall have twenty (20) days after acceptance of this Agreement (the “Title Objection Period”) in which to examine title and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void. Should Purchaser fail to notify Seller of any title objections within said Title Objection Period, then Purchaser shall be deemed to waive its right to object to title issues and shall move forward with the closing.

SECTION 7: DOCUMENTS. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at time sale is consummated.

SECTION 8: SELLER RESPONSIBILITIES. The Seller assumes all risks and liability for loss, damage or injury by fire, windstorm, accident or any other cause to the Property until the Closing. If the Property, including any improvement or building located thereon, is damaged prior to the closing, the Seller shall have the option to repair the same to the same condition it was in as of the date of this Agreement prior to Closing, or Seller can elect to reduce the Purchase Price by the fair market value of the loss to the Property; provided however, that the Purchaser shall be notified of Seller’s election within ten (10) days of the event resulting in the damage. If the Property is damaged to such an extent as to render it untenable, the Purchaser may rescind the Agreement and shall be entitled to the return of the Earnest Money. Seller, at Seller's expense, shall furnish fire and hazard insurance in an amount to adequately cover the primary structure(s) on the Property, at Seller’s discretion, and shall maintain same until the date of closing.

SECTION 9: PURCHASER ACKNOWLEDGEMENTS. The Property, including all improvements located thereon, is being sold in a strictly “AS IS” condition. Purchaser warrants to Seller and Broker that Purchaser has made Purchaser’s own inspection of the Property and has not relied upon any representation of the Seller or Broker with respect to the physical condition of the Property or the uses to which the Property may be put. **Purchaser acknowledges and agrees that this Agreement is not contingent upon Purchaser being able to secure financing.**

SECTION 10: COMPENSATION. In negotiating this Agreement, Broker has rendered a valuable service, for which reason Broker is made a party to the Agreement for the purpose of enabling Broker to enforce its rights to compensation against the parties herein, as follows: Seller agrees to pay Broker's compensation when the sale is consummated. Seller further agrees that if sale is not consummated because of Seller's inability, failure, or refusal to convey title, Seller shall immediately pay Broker in full, and Broker shall return earnest money to purchaser. **Pope, The Real Estate Company, LLC represents the Seller only in this transaction.**

SECTION 11: MISCELLANEOUS. THIS AGREEMENT CONSTITUTES THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO MODIFICATION OF THIS AGREEMENT SHALL BE BINDING UNLESS ATTACHED HERETO AND SIGNED BY ALL PARTIES TO THIS AGREEMENT. NO REPRESENTATION, PROMISE, OR INDUCEMENT NOT INCLUDED IN THIS AGREEMENT SHALL BE BINDING UPON ANY PARTY HERETO. The provisions and terms of this Agreement shall not merge with the conveyance and closing and, instead, shall survive the conveyance and closing. Time is the essence of this Agreement. The terms of this Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement shall not be assigned by Purchaser in whole or in part without the prior written consent of Seller nor shall Purchaser delegate, Purchaser’s obligations hereunder to a third party without the prior written consent of Seller; provided, however, that this Agreement shall be assignable by Purchaser, and Purchaser shall have the right to assign its rights and delegate its duties hereunder,

in order to effectuate an exchange of like-kind properties per the provisions of Section 1031 of the Internal Revenue Code and the regulations issued pursuant thereto

This instrument shall be regarded as an offer by the Purchaser or Seller who first signs to the other and is open for acceptance by the other until _____ o'clock _____, on the _____ day of _____ 20____ by which time written acceptance of such offer must have been actually received by Broker, and Broker is authorized to accept on behalf of the party first signing, unless previously notified, in writing, by the party first signing that said party rejects said offer. By accepting, Broker incurs no liability or responsibility to either party. Broker will notify the first party signing of the other party's acceptance as soon thereafter as is reasonable.

(Purchaser) Printed Name

(Purchaser) Printed Name

(Purchaser) Signature

(Purchaser) Signature

(Purchaser) Address

(Purchaser) Address

(Purchaser) Phone Number

(Purchaser) Phone Number

The above proposition is hereby accepted this _____ day of _____, 20_____.

SELLER NAME HERE

(Seller) Signature

POPE, THE REAL ESTATE COMPANY, LLC

BY _____

Exhibit “A”

Legal Description

[Insert LD Here]

Exhibit “B”

Special Stipulations

The following Special Stipulations are made a part of this Agreement:

_____ Seller Initials

_____ Purchaser Initials

Exhibit "C"

Brokerage Relationships and Agency Disclosure

Brokerage Relationships in this Transaction.

a. Buyer's Broker is _____ and is:

- (1) _____ representing Buyer as a client.
- (2) _____ working with Buyer as a customer.
- (3) _____ acting as a dual agent representing Buyer and Seller.
- (4) _____ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. Seller's Broker is _____ and is:

- (1) _____ representing Seller as a client.
- (2) _____ working with Seller as a customer.
- (3) _____ acting as a dual agent representing Buyer and Seller.
- (4) _____ acting as a designated agent where:

(5) _____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure:

The material relationships required to be disclosed by either Broker are as follows:

Agency Disclosure:

No Broker in this transaction shall owe any duty to Purchaser or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) No Agency Relationship: Purchaser and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.

(2) Consent to Dual Agency: If Broker is acting as dual agent in this transaction, Purchaser and Seller consent to the same and acknowledge having been advised of the following:

i. Dual Agency Disclosure: [Applicable only if Broker is acting as a dual agent in this transaction.]

(a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(c) Purchaser and Seller do not have to consent to dual agency and the consent of Purchaser and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(d) Notwithstanding any provision to the contrary contained herein Purchaser and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. Designated Agency Disclosure: If Broker in this transaction is acting in a designated agency capacity, where one licensee of Broker is exclusively representing Purchaser and another licensee of Broker is exclusively representing Seller, Purchaser and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent the client assigned to the other designated agent in this transaction

Exhibit "D"

**DISCLOSURE OF INFORMATION ON LEAD-NASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN PURCHASE AND SALE TRANSACTIONS**

This Exhibit pertains to that certain Property known as: _____, _____, Georgia
_____.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER AND PURCHASER, AND THE PURCHASER PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE PURCHASER AND SELLER ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement

Every buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]*

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

☐ Check box if additional pages of explanations are attached and incorporated herein.

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]:*

(i) _____ Seller has provided the Purchaser with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Purchaser's Acknowledgment *[initial all applicable sections below]:*

(c) _____ Purchaser has received copies of all information, if any, listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home

(e) Purchaser has: *[initial (i) or (ii) below]:*

(i) _____ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (prior to Purchaser being obligated under the Purchase and Sale Agreement); or

(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Purchaser from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).