

ERA ADVANTAGE REALTY, INC.
901 TAMiami TRAIL
PORT CHARLOTTE, FL 33953
CONTRACT FOR SALE AND PURCHASE
(VACANT LAND)

The undersigned do hereby offer and agree to purchase the following described property delivered in its present physical condition.

- I. **LEGAL DESCRIPTION:** Legal description of property located in _____ County, Florida.
 (A) Legal Description _____

 (B) Street Address is _____
 (C) Buyer _____
 (D) Seller _____
- II. _____ **THIS IS A CASH TRANSACTION**
- III. **PAYMENT**
 (A) Deposit held in ERA Advantage Realty, Inc. Escrow account subject to collection \$ _____
 (B) Additional deposit due on or before _____ \$ _____
 (C) Mortgage assumed or New Mortgage (approx) \$ _____
 (D) Other \$ _____
 (E) Balance due at closing \$ _____
 (F) **TOTAL PURCHASE PRICE** \$ _____
- IV. **MORTGAGE FINANCING CONTINGENCY:** If any part of the purchase price is to be financed, this **CONTRACT FOR SALE AND PURCHASE** is conditioned upon the Buyer obtaining a written commitment for the loan within _____ days from date hereof. Buyer agrees to make application for, and use reasonable diligence to obtain such loan commitment. Should Buyer fail to obtain same or waive Buyers rights hereunder within said time, either party may cancel Contract.
- V. **TITLE INSURANCE:** Seller shall furnish Marketable Title, as evidenced by a Title Insurance Binder (at cost of Seller __, of Buyer __) given to Buyer prior to closing, and shall convey title by Warranty Deed, all showing fee title in the Seller and free and clear of all liens and encumbrances except as herein stated and subject to all subdivision restrictions, zoning ordinances and public utility easement of record, which do not interfere with the use of said property for _____ purposes. This property may be subject to the Charlotte County Capital Property Assessment Lien. If applicable, the parties hereto agree to prorate, as of the closing date, the portion of the Charlotte County Capital Property Assessment Lien billed with the ad valorem taxes for the year of closing. Buyer shall assume all liability and responsibility for the portion of said lien billed in subsequent years.
- VI. **COSTS-PRORATIONS:** Seller shall pay documentary stamps on the deed. Buyer shall pay for recording the deed and for documentary stamps on the note and intangible tax on the mortgage (if applicable). Taxes (after allowing cash discounts and exemptions) and interest shall be prorated as of the scheduled closing date. If current taxes cannot be ascertained, mileages, changed and assessments of the previous year, with known changes, shall be used. If applicable, Seller shall be credited and Buyer shall be debited for all paid City of Punta Gorda pre-impact fees. Buyer shall pay for all due and unpaid pre-impact fees, but Seller shall be charged with all penalties, interest and other costs of clearing title of such non-payment.
- VII. **TIME FOR ACCEPANCE:** If this offer is not executed by and delivered to all parties or **FACT OF EXECUTION** communicated in writing between the parties on or before _____ the deposit (s) will, at Buyers option be returned to Buyer and the offer withdrawn. The date of this Contract (Effective Date) will be the date when the last one of the Buyer and the Seller has signed this offer.
- VIII. **CLOSING:** This transaction shall be closed and Deed and other closing papers delivered on or before _____.
- IX. **SURVEY:** Prior to closing, Buyer may obtain a survey (at Buyers expense) on said property. If the survey shows encroachments or that improvements are not entirely on said property, the same shall render the title unmarketable. Any survey must be certified by a registered Florida Surveyor.

