



AGREEMENT TO PURCHASE RESIDENTIAL REAL ESTATE

The Buyer(s)_____ agree to buy, and Ferguson & Cole, Inc. (Seller) agree to sell, a residential home, model # _____, [] the house is completed, [] this is a pre-sale (incomplete house).

[] See attached floor plans, elevations, and specs.

The house will be located on the property commonly known as:

1. Purchase Price:

The purchase price is (\$_____) including earnest money, payable at closing.

2. Financing: This offer is contingent on the Buyer obtaining a [] Conventional [] VA, FHA [] purchase loan from Cherry Creek Mortgage, 9927 Mickelberry Rd. NW Silverdale, WA 98383 (360) 698-7400.

This agreement is subject to the following conditions that must be fulfilled within the designated time periods. Although some of these conditions require action by the Lender, Buyer(s) are ultimately responsible for making sure these conditions are satisfied. (1.) Buyer(s) shall make a complete loan application within 3 business days after they have signed this agreement. "Complete Loan Application" shall mean the Buyer(s) must fill out a loan application form with the Lender, and provide all the documentation necessary for the Lender to issue a loan approval letter. (2.) "Loan Approval Letter" shall mean a preliminary written commitment provided by the Lender to the seller within 10 business days after this agreement is signed and shall indicate the Buyer(s) are approved for financing and have sufficient funds to close. (3.) At least 5 business days before closing, the Lender must also provide the Seller with written notice indicating the Buyer(s) have satisfied all outstanding conditions of their loan. In the event the Buyer(s) or Lender are unable, or fail to timely satisfy these conditions, at the sole directions of the Seller, this agreement shall terminate and the earnest money shall be refunded.

It is the Buyer(s) responsibility to make sure their Lender provides loan documents to the closing agent far enough in advance so that the closing of the sale is not delayed. If this is a pre-sale and the Seller is unable to provide occupancy permit by the closing date, the Buyer(s) may terminate this agreement and receive a refund of their earnest money deposit, or they may agree to extend the closing date until the occupancy permit is received.

3. Other Contingencies:

4. Closing: The closing agent shall be Pacific Northwest Title Co. 2021 NW Myhre Rd. Suite 300 Silverdale, WA 98383 (360)692-4141. This sale shall close on or before _____.

5. Possession: The Buyer(s) are entitled to possession on closing. "Closing" means the date all documents are recorded and the proceeds are available to the Seller.

6. **Condition of Title:** Title to the property shall be marketable at closing and conveyed by statutory warranty deed. The following shall not cause title to be unmarketable: Rights, reservations, covenants, restrictions that are presently of record and general to the area, easements and encroachments not materially affecting the value or rights. Monetary encumbrances shall be paid by the Seller prior to closing. Buyer(s) shall review, prior to closing, the preliminary title report for the title company. At closing, should the Buyer(s) be dissatisfied with the condition of the title or should the title be unmarketable, they may terminate this sale and receive a refund of their earnest money deposit as full rescission of the sale.
7. **Title Insurance:** The closing agent shall apply, at the Sellers expense, for a standard form owner's policy of the title insurance from **Pacific Northwest Title Co.** The Lenders policy of the title insurance shall paid by the Buyer(s).
8. **Performance:** Time is of the essence of this agreement.
9. **Closing Costs and Pro-ration:** Seller shall pay one half of the escrow fee unless this sale is VA financed, in which case it shall be paid according to VA regulations. Buyer(s) acknowledge Seller may receive a builder's rate on their portion of the escrow fee. Buyer(s) shall also pay one half of the escrow fee and costs associated with obtaining financing. All other closing costs shall be paid in the ordinary and customary manner. Taxes for the current year, interest, insurance premiums and any lienable homeowners' association dues, and other customary items, shall be prorated between Buyer and Seller as of closing. All prorated payments are to be made as of the date of closing.
10. **Earnest Money Deposit:** An earnest money deposit in the amount of \$1,000 in the form of a personal or cashiers check shall be made payable and delivered to the CLOSING AGENT upon execution of this agreement.
11. **Contractors Limited Warranty:** The Contractor, Ferguson & Cole, Inc., warrants this house to be free from defects in materials, workmanship and systems (Electrical, Plumbing, and Mechanical) for one year from the date of Purchase/Closing. In addition, for a period of 5 years from the date of Final Inspection and/or approved occupancy permit, major structural support systems (foundations, trusses and framing) are warranted against defects that compromise the structural integrity of the home. "Defects" are not conditions that normal occur with a new home. For Example, a certain amount of movement and shrinkage is normal with a new structure and may result in cracks in drywall, concrete, caulking, nail popping through drywall and siding, expansion and contraction of hardwood floors. As the owner of a new home, you will be responsible for the touch up and repair of drywall cracks and spackle and paint. Cracks in interior and exterior concrete flatwork are considered a cosmetic item and unless the structural integrity of the home is compromised, will not be covered by warranty. Because the proper care of landscaping cannot be controlled once the home is completed, landscaping if any provided, is excluded from any warranty provided by the contractor. Pest Control is not provided for this warranty and from the date of closing will be the responsibility of the homeowner.

12. **Limited Remedies:** The Buyer(s) remedies shall be limited to those provided in this paragraph. The Buyer(s) shall have the right, prior to closing, to receive a full refund of the earnest money deposit as full rescission (cancellation) of this agreement if they are not satisfied with the condition of the home. Before closing, the Buyer(s) shall have full opportunity to inspect the home once it is completed. In exchange for this right to rescind the sale, the Buyer(s) waive their right to require a Real Property Transfer Disclosure Statement from the Seller as required under Ch. 64.04 RCW. If not satisfied with the condition of the house with the condition of the house after closing, the Buyer(s) remedy shall be limited to the terms and conditions of the Buyer(s) Home Buyer Warranty.

13. **Property Lines & Fencing:** If exterior fencing is provided for this home, the parties hereto expressly acknowledge that the fencing may not accurately indicate the exact boundary line for the subject property. Often for aesthetic and other practical reasons, fencing may be relocated inside the property line and that any loss or gain in property shall not be the responsibility of the Seller.

14. **Merger:** This is a fully integrated contract and incorporates all the agreements of the parties. All attachments to this agreement are incorporated by this reference as if fully set forth herein.

15. **Leased Equipment:**

16. **Disputes/Attorney Fees:** In the event of any dispute between the parties arising out of or in connection with this agreement, the prevailing party therein shall be entitled to recover from the other, their costs and expenses incurred in resolving the dispute, including reasonable attorney fees.

17. **Realtor's commission:** At closing, a _____% sales commission shall be paid to: _____ . Said commission shall be paid from Sellers proceeds.

18. **Attached Addendums:**

Ferguson & Cole, Inc.

Buyer(s)

Brian Cole, President Date

Address:

9927 Mickelberry Rd. NW
PO Box 245
Silverdale, WA 98383
360-434-2104
360-698-4665

Address:

#: _____
#: _____