



DEADLINES TO REMEMBER

Real Estate Purchase Contract with Stonebrook Real Estate

Copy To

_____ Title Company

_____ Lender

_____ Buyer/Seller

_____ Agent

PROPERTY ADDRESS _____

Buyer(s) _____

Seller(s) _____

Notice Address _____

Notice Address _____

Home# _____ Work# _____

Home# _____ Work# _____

Fax# _____ Email _____

Fax# _____ Email _____

Acceptance Date

Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counter where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

_____ Copy of REPC to Title Company

_____ Copy of REPC to Lender

_____ Copy of REPC to Buyer or Seller

Seller Disclosures Deadline Date

No later than the Seller Disclosures Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure for the Property, completed, signed, and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules, and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget, and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) _____

Buyer's Due Diligence Deadline Date

If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller, or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

Financing & Appraisal Deadline Date

If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller. If the REPC is not cancelled as provided in Section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

Special Contingencies Dates

This offer is made subject to: _____

Settlement Deadline Date

_____ Closing Date (latest)

_____ Possession (latest)

APPLICABLE CONDITIONS:

☐ Seller Financing

☐ Due Diligence Condition

☐ Survey

☐ Home Warranty

☐ Loan Assumption

☐ FHA/VA

☐ Lead Based Paint

☐ Home Owners Insurance

☐ Finance & Appraisal Condition

Check one

Seller/Buyer (Circle One) ☐ ☐ _____

_____ Date

Seller/Buyer (Circle One) ☐ ☐ _____

_____ Date

Check one