

**CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE**  
**NO BROKER - VACANT RESIDENTIAL LAND**

**FOR VALUABLE CONSIDERATION OF TEN DOLLARS** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Land Sales, LLC (Seller), whether one or more, and YOUR NAME HERE (Buyer), whether one or more, do hereby covenant, contract and agree as follows:

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

State: Colorado                      County: Park                      Parcel Number:

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

2. **SALES PRICE:** The parties agree to the following sales price:

|                        |              |
|------------------------|--------------|
| Down Payment Money     | \$xxx        |
| <u>Owner Financing</u> | <u>\$xxx</u> |
| Total Sales Price      | \$xxx        |

If the unpaid principal balance(s) of any assumed loan(s), if any, as of the Closing Date varies from the loan balance(s) stated above, the cash payable at closing will be adjusted by the amount of any variance.

3. **FINANCING:** The following provisions apply with respect to financing:

**OWNER FINANCING:** Seller agrees to finance \$xxx of the purchase price pursuant to a Promissory Note from Buyer to Seller, payable over a term of xx months with even monthly payments of \$xxx, secured by a Land Contract, with the first payment to begin on DATE.

4. **DOWN PAYMENT:** Buyer will deposit \$xxx as down payment money with Land Sales, LLC.

5. **PROPERTY CONDITION:** Buyer hereby represents that he has personally inspected and examined the above mentioned property and accepts the property in it's "as-is" and present condition.

6. **UTILITIES:** The present condition of all utility access to the property is accepted by Buyer. Seller is not aware of the existence of wetlands, shoreland, or flood plain on or affecting the real property. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property.

7. **CLOSING:** The closing of the sale will occur when the Total Sales Price has been paid, including any owed late fees, unless extended pursuant to the terms hereof. The closing date may also be extended by written agreement of the parties.

8. **TITLE AND CONVEYANCE:** Seller is to convey title to Buyer by Warranty Deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.

9. **APPRAISAL, SURVEY AND INSPECTION:** Any appraisal, survey, or other inspection of the property shall be the responsibility of Buyer.

10. POSSESSION AND TITLE: Prior to closing the property shall remain in the possession of Seller.
11. CLOSING COSTS AND EXPENSES: The following closing costs shall be paid as provided:

| Closing Costs                    | Buyer                               | Seller                              | N/A |
|----------------------------------|-------------------------------------|-------------------------------------|-----|
| Document Fees                    |                                     | <input checked="" type="checkbox"/> |     |
| Recording Fees                   |                                     | <input checked="" type="checkbox"/> |     |
| Transfer Taxes                   |                                     | <input checked="" type="checkbox"/> |     |
| Survey or Inspections, if needed | <input checked="" type="checkbox"/> |                                     |     |

12. PROPERTY TAXES: Buyer will pay the annual property taxes when they become due. Once the annual property tax bill is received from the county, the Seller will send copy to Buyer, at which point the Buyer has 15 days to submit the funds to Seller to cover the costs. If the payment has not been received, a \$20 late fee penalty will be assessed to the payment.
13. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
14. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
16. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
17. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by e-mail as follows:

To Buyer at:  
 YOUR NAME HERE  
 MAILING ADDRESS  
 CITY, STATE ZIP  
 Email: EMAIL ADDRESS

To Seller at:  
 Land Sales, LLC  
 522 S. Hunt Club Blvd, Ste 566  
 Apopka, FL 32703  
 Email: marketing@landparker.com

18. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

19. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
20. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
21. EMINENT DOMAIN: If the property is condemned by eminent domain after the Effective Date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall remain valid with Buyer being entitled to be cancelled and the down payment money returned to Buyer.
22. RECORDING: This agreement may be recorded in the official records of Park County, Colorado.
23. GUARANTEE: Seller will allow an additional inspection period of 90 days from the Effective Date of this contract. If, for whatever reason, Buyer is unsatisfied with the property, then Seller agrees to either exchange said property for a similar property agreed to by both Buyer and Seller, or refund all monies minus closing costs.
24. PRE-PAYMENT DISCOUNT: Buyer can pay off the outstanding balance at any time, and receive a 15% discount off the remaining balance. The final payoff amount will be agreed upon by both the Buyer and the Seller.

GOVERNING LAW: This contract shall be governed by the laws of the State of Colorado.

EXECUTED on DATE (the Effective Date).

We have accepted this offer subject to the terms noted as a legal and binding contract.

\_\_\_\_\_  
YOUR NAME HERE (Buyer)

\_\_\_\_\_  
Scott Thomas - Land Sales, LLC (Seller)

# LAND SALE CONTRACT

The undersigned buyer YOUR NAME HERE ("Buyer") agrees to buy and the undersigned seller Land Sales, LLC, or its assigns, ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

State: Colorado                      County: Park                      Parcel Number:

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

The terms of this Land Sale Contract are as follows:

1. The terms of payment are as follows:
  - A. Purchase price \$xxx
  - B. Down payment will be \$xxx
  - C. The total amount financed is \$xxx
  - D. Payments of \$xxx will be made monthly for a period of xx months.
  - E. Payments will begin on DATE and will continue until balance is paid in full.
  - F. There is no prepayment penalty. This note can be paid off at any time.
  - G. Seller will record title Warranty Deed to the county of Park, state of Colorado, within 30 days of full payoff.
2. Seller warrants the Property to be free of all liens and taxes are current, and the Property to be available to the buyer at the time of this contracts effective date. Seller to hold the title Warranty Deed to the Property until the Property is completely paid and the Seller warrants that the Property Title will remain free from any loans, liens, or encumbrances through the period of payment.
3. Buyer warrants to not engage in any illegal activities under the federal government of the United States of America, or the State of Colorado, on the Property during the term of this contract. Buyer warrants to not build or place any structures on the Property that are in violation of Park County or Colorado zoning and building rules. Any resulting fines, fees, or legal costs associated with such activity will be the obligation of the Buyer.
4. The Seller will allow a grace period of 15 days from the due date for the monthly payment. If the payment has not been received, a \$20 late fee penalty will be assessed to the payment.
5. Buyer will pay the annual property taxes when they become due. Once the annual property tax bill is received from the county, the Seller will send copy to Buyer, at which point the Buyer has 15 days to submit the funds to Seller to cover the costs. If the payment has not been received, a \$20 late fee penalty will be assessed to the payment.
6. The Seller reserves the right to take back possession of the Property if the Buyer is in default of any payments due by 30 days, at which time the Seller will notify the Buyer by email of default. The Buyer will have 15 days to bring payments current in order to cure the default. If full payment is not received at this time, the Property will be considered foreclosed and the Buyer will forfeit all payments made.
7. If the Seller and Buyer cannot work out any problems associated with the said Property and legal action is taken, the side which loses the said action will be responsible for all costs and legal fees associated with the legal action.

We have accepted this offer subject to the terms noted as a legal and binding contract.

\_\_\_\_\_  
YOUR NAME HERE (Buyer)

\_\_\_\_\_  
Scott Thomas - Land Sales, LLC (Seller)

## PROMISSORY NOTE

For value received, YOUR NAME HERE ("Borrower") promises to pay to Land Sales, LLC, ("Lender"), or to order, the principal amount of \$xxx unpaid balance from DATE until paid in full. This Note is secured by a Land Contract of this same date. Principal is payable as follows:

1. Payment. Borrower will pay Lender xx consecutive principal payments in the amount of \$xxx each, beginning DATE. This estimated payment is based on the assumption that all payments will be made exactly as scheduled. The actual final payment will be for all principal not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges or fees, then to the principal balance.
2. Borrower will pay Lender through debit/credit card form on www.LandParker.com website, or through mail, or at such other place as agreed upon by both parties.
3. Late Charge. If a payment is fifteen (15) or more calendar days late, Borrower will be charged a \$20 late fee, in addition to all other sums owed hereunder.
4. Default. Each of the following shall constitute an event of default under this Note:
  - a. Borrower fails to make any payment when due;
  - b. Borrower fails to comply with or to perform any other material term, obligation, covenant or condition contained in any other agreement between Lender and Borrower, including, but not limited to, the Contract for the Sale and Purchase of Real Estate, Promissory Note, and Land Contract;
  - c. Borrower defaults under any loan in favor of any other creditor, if such default may materially affect the Real Property securing this Note; and
  - d. Any statement made or furnished to Lender by Borrower to Lender in connection with this loan was false at the time the statement was made.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable, but not more than thirty (30) days with respect to any non-monetary default.

The maker promises and agrees that in the case of a default in the payment of any sum required hereunder, or in the case of the failure to perform any covenant contained in the Land Contract securing this Note, or if the maker becomes insolvent or makes a general assignment for the benefit of creditors, then the unpaid principal balance shall, at the option of the holder or holders of this Note, immediately become due and payable although the time of maturity as expressed in this Note may not have arrived.

In the event of a default under the terms of this Note or under the terms of the Land Contract securing this Note, the Borrower agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts. Jurisdiction and venue of any claim, action or proceeding to enforce the parties' rights under this Note shall be in the state and federal courts applicable.

The Borrower waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Note, and all defenses on the ground of any extension of time for payment that may be given by Lender to Borrower.

We have accepted this offer subject to the terms noted as a legal and binding contract.

\_\_\_\_\_  
YOUR NAME HERE (Buyer)

\_\_\_\_\_  
Scott Thomas - Land Sales, LLC (Seller)