

OPTION TO PURCHASE AGREEMENT

This agreement dated _____ is between _____ and BUYERS _____ for good and valuable consideration for the dwelling located _____ under the following terms and conditions:

1. Option to Purchase:

- a. Seller/Landlord grants to Buyer/Tenant, the right to purchase at any time during the option period of twenty four (24) for the said property conditioned upon full compliance by Buyer with the terms of this Agreement.
- b. Rent must be paid exactly on the date it is due and as written in the separate rental agreement or no rent credit will be applied towards the purchase price. There is no grace period.

c. The purchase price shall be as follows:

- i. Months 0-12 Purchase Price - \$ _____; Months 13-24 Purchase Price \$ _____ at the time the option is exercised less any designated option consideration and rent credit.
- ii. Seller/Landlord will credit buyer \$ _____ non-refundable option consideration providing the buyer successfully closes on the property within **twenty four (24) months** of commencement date.
- iii. Seller/Landlord agrees that upon exercise of the option, Buyer/Tenant there shall be credit of \$ _____ to be applied to the purchase price.
- iv. Seller/Landlord will credit buyer \$ _____ Per Month providing a) Buyer/Tenant successfully closes on the property within twenty four (24) months of commencement date and b) Buyer/Tenant pays monthly rent on time. In the event the monthly rent is not paid on time, no monthly rent credit will be given to Tenant/Buyer.

2. **Exercise of Option:** To exercise the option, Buyer/Tenant will give written notice to the Owner/Landlord as soon as possible during the term of this agreement.

3. **Option Consideration:** Buyer/Tenant will pay Seller/landlord as non-refundable option consideration \$ _____ for the above residence and it will apply in full to the purchase price if the option is exercised. This consideration is non-refundable.

4. **SHOULD THE OPTION NOT BE EXERCISEDE BY THE TENANT/BUYER, THERE WILL BE NO REFUND OR CREDIT OF ANY MONTHLY RENTAL PAMENTS OR OPTION CONSIDERATION.**

Initial _____

Initials

Tenant _____

5. **Prorations, Closing Costs, Assumption and Refinancing Costs** and other “closing costs” shall be those costs incurred in conjunction with closing escrow and shall be paid at the close of escrow as follows:
 - a. Real property taxes on the property and general and special assessments if any, for the current fiscal year shall be prorated to the closing and paid by the Owner/Landlord.
 - b. The Tenant/Buyer shall pay all closing costs.
 - c. Seller/Landlord shall not pay for points or special costs on the Buyer/Tenant’s financing.

6. **Title Insurance and Closing:** Title commitment shall be obtained by the Tenant/Buyer and closing shall be at a place and time of convenience.

7. **Subletting and Assignment:** This contract cannot be assigned or subletted to a third party by the Tenant/Buyer or anyone else without the Seller/Landlord’s express permission.

8. **Property Condition:** This property is being sold AS IS CONDITION and the Tenant/Buyers acknowledge that they have inspected the property and accept it in its current condition. The Buyer/Tenant is responsible for all repairs to the property during the term of this agreement.

9. **Remedies Upon Default:**
 - a. In the event of any such default by Tenant/Buyer, then in addition to any other remedies available to Seller/Landlord at law or in equity, Seller/Landlord shall have the option to terminate this agreement and all rights hereunder by giving written notice of intention to terminate. Tenant/Buyers are not entitled to any refund of rent or option consideration whatsoever.
 - b. All of the terms of the rental agreement must be complied with in order for this option to be valid. In the event this Option Agreement conflicts with any part of the corresponding rental contract, the terms and conditions of this Option Agreement shall be superior and prevail.

10. **Commisions:** Lessor agrees to pay (Broker) **Chase Real Estate** rental commission of \$_____ and a like amount on each renewal or extension. In the event the Lessee elects to purchase the property at any time during the lease term or renewal or extension or within one (1) year from the date of termination of the lease, the above mentioned broker shall be paid a sales commission by Lessor on the sale price in the amount of _____%.

11. **Modification:** Any modification of any part of this agreement must be in writing signed by both parties.

12. **Reference in Wordng:** Plural references made by the parties involved in this Agreement may also be singular, and single references may be plural. These references may also apply to Landlord/Seller and Buyer/Tenant heirs, executors, administrators and successors as the case may be.

13. **Time:** Time is of the essence in this agreement.

Initials

Tenant _____

