

PURCHASE CONTRACT
SINGLE FAMILY RESIDENTIAL PROPERTY

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. PLEASE READ IT CAREFULLY.

Seller agrees to sell and Buyer agrees to purchase the Property on the following terms and conditions:

SECTION 1. BASIC TERMS

1.01. Seller(s): _____

1.02. Buyer(s): _____

1.03. Property: That certain real property located at _____ (street address), City of _____
County _____ of _____ State _____ of _____ California, _____ APN
(the "Property").

1.04. Escrow Holder: _____

1.05. Title Company: _____

1.06. Effective Date: "Effective Date" means the date of execution by the last party to sign this contract.

1.07. Offer Termination Date: Midnight on _____, 2017.

1.08. Legally Binding: When this contract is signed by Buyer, it is intended as a legally binding offer to contract on the terms set forth herein. Such offer shall remain open, and Seller may accept such offer, until the Offer Termination Date unless this offer is earlier revoked by Buyer.

1.09. Close of Escrow or Closing Date: Close of Escrow or the Closing Date means the date the deed transferring the Property is recorded in the official records of the County Recorder.

Close of Escrow or Closing Date will occur on or before _____ (date) [or] within _____ calendar days after the Effective Date.

1.10. Acceptance: Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions set forth herein. Unless acceptance hereof is made by Seller's execution of this contract and delivery of a fully executed copy to Buyer on or before the Offer Termination Date unless if offer is earlier terminated, this offer will be null and void.

SECTION 2. BASIC FINANCIAL TERMS

2.01. Purchase Price: _____ dollars

2.02. Initial Deposit: _____ dollars
Deposited with Escrow Holder within three (3) business days after the Effective Date.

2.03. Additional Deposit: _____ dollars
Deposited with Escrow Holder within _____ business days after the Effective Date.

2.04. Cash Balance: Buyer will deposit the balance of the Purchase Price (_____dollars) with Escrow Holder prior to Close of Escrow.

SECTION 3. TITLE; CONVEYANCE

3.01. Property Sold As Is: Except as otherwise agreed in writing, Buyer is purchasing the Property "AS-IS" in its current physical condition as of the Effective Date and subject to Buyer's investigation rights. From the Effective Date until Close of Escrow, Seller will operate and maintain the Property in substantially the same manner as prior to the Effective Date. Seller will not lease, rent, or otherwise encumber the Property after the Effective Date without written consent of Buyer unless this contract is canceled. Seller will remove all personal property, trash and debris before Close of Escrow.

3.02. Items Excluded from the Sale: At Close of Escrow, Seller will convey to Buyer all land, improvements, rights, title and interests of Seller, of and in and to the Property, including without limitation all existing fixtures and fittings that are attached to the Property, except the following:

- (a) Any item not itself attached to the Property (even if a bracket or other component attaches the item to the Property);
- (b) Audio and video components;
- (c) Furniture;
- (d) _____;
- (e) _____;
- (f) _____.

SECTION 4. ESCROW

4.01. Escrow: Seller [or] Buyer will open Escrow

Escrow will be opened within one business day after the Effective Date by party designated above by depositing a copy of this contract with the Escrow Holder. Buyer and Seller agree to prepare, execute, and submit such escrow instructions and other documents as may be necessary and appropriate to close this transaction.

4.02. Closing Costs: Closing costs are to be paid by Buyer and/or Seller as stated below:

- a) Escrow Holder Fees: _____
- b) Title Company Fees: _____
- c) County Transfer Tax: _____
- d) City Transfer Tax: _____
- e) Homeowner's Association transfer fee: _____
- f) Natural hazard zone disclosure report: _____
- g) Home warranty plan: _____
- h) Any additional escrow costs, fees, or taxes will be paid according to the custom and practice of the county in which the Property is located.

4.03. Prorations: The following items will be prorated as of Close of Escrow, on the basis of a 365-day year: real property taxes and assessments; water, sewer, and utility charges; amounts payable under any service contracts approved and assumed by Buyer; insurance premiums on policies approved and assumed by Buyer; other expenses normal to the operation and maintenance of the Property.

SECTION 5. FINANCING

- 5.01. New First Loan:
Will this purchase be financed?
Yes No
Is there a loan contingency?
Yes No
If Buyer checked the yes box, above, this contract is contingent upon a new first loan amount of _____ dollars (\$_____),
with a fixed [or] variable interest rate
at origination of not more than (_____%),
and a loan fee not to exceed (_____%) of the principal balance, plus standard processing costs. See section 7.03 of this contract.
Loan will be secured by a deed of trust on the Property.
- 5.02. Other Financing: See Section 21, Additional Terms and Conditions.

SECTION 6. TITLE CONTINGENCIES, REPORTS AND POLICIES

- 6.01. Preliminary Title Report: At the Seller's expense, Seller will deliver to Buyer a preliminary title report ("Title Report") issued by Title Company, together with a copy of all exceptions shown on the Title Report.

Title Report will be delivered within _____ business days after the Effective Date,
- 6.02. Approval or Objection to Non-Monetary Title Exceptions: Within [] five or [] __ calendar days after Buyer's receipt of the Title report, Buyer will deliver to Seller written notice of approval of the exceptions contained on the Title Report, or written notice of any exceptions to which Buyer reasonably objects. If Buyer objects to any exceptions, Seller will, within [] five or [] calendar days after receipt of Buyer's objections, deliver to Buyer written notice that either (i) Seller, at Seller's expense, will attempt to remove the specified exceptions before the Closing Date, or (ii) Seller will not or cannot remove such exceptions. If Seller fails to so notify Buyer of its elections, or if Seller notifies Buyer that it will not or cannot remove such exceptions, Buyer will have [] five or [] __ calendar days to notify Seller in writing that Buyer will complete the purchase subject to such exceptions. If Buyer fails to so notify Buyer, either party may cancel this contract.

Written notice of the approval or objections to the Title Report will be delivered to the Seller by the Buyer within _____ calendar days after the Effective Date,

- 6.03. Monetary Liens: Notwithstanding any other provisions of this Section 6, Seller agrees that it will remove from title, at its sole expense at or before Close of Escrow, all monetary liens and monetary encumbrances on or affecting the Property (other than the lien of non-delinquent real property taxes), including liens created by deeds of trust, judgment liens, mechanics liens and liens evidencing delinquent taxes. Buyer will not be required to give written notice of disapproval to Seller in order to prevent monetary liens and monetary encumbrances disclosed in the Preliminary Title Report from becoming Permitted Exceptions. In the event Seller is unable, in good faith, to reduce the monetary liens or monetary encumbrances, this contract will be cancelled with no liability to Seller and any Deposit returned to the Buyer.
- 6.04. Disclosure of Title Matters: Seller will disclose to Buyer all matters known to Seller affecting title, whether or not disclosed on the Title Report.

6.05. Title: At close of escrow, Seller will give Buyer a grant deed conveying title to the Property. Title will be conveyed free and clear of liens and encumbrances, except for liens or encumbrances that have been expressly accepted by Buyer.

SECTION 7. OTHER CONTINGENCIES

7.01. Inspection Contingency: [Optional] _____ Calendar Days
Buyer will, within number of days designated above, from the Effective Date to inspect the Property and approve, in Buyer's sole discretion, of the condition of and any other matter affecting the Property. Buyer's investigation may include inspection, testing, and evaluation of the Property, including without limitation: soil, geological, environmental and other tests; engineering evaluations of the structural, mechanical, electrical, HVAC and any other systems; inspections of the plumbing, heating, lighting, kitchen, and pool fixtures and equipment; inspection for lead-based paint hazards, wood destroying pests, the registered sex offender database, evaluation of the insurability of the Property and inspection of any other improvements of the Property.

7.02. Appraisal Contingency: [Optional] _____ Calendar Days
Buyer will, within number of days designated above, from the Effective Date, obtain a written appraisal of the Property. Buyer's obligations are contingent upon Buyer's receipt of a written appraisal of the Property by a licensed, certified appraiser of Buyer's or Buyer's lender's choosing for an amount not less than the purchase price.

7.03. Loan Contingency: [Optional] Buyer's obligations are contingent upon Buyer's qualification for a loan within the terms set forth in Section 5 above within _____ calendar days of the Effective Date.

7.04. Sale of Buyer Property: [Optional] Are Buyer's obligations are contingent upon the sale of the property owned by Buyer? Yes No
If yes, enter property address: _____
If yes, Buyer and Seller are advised to enter into an addendum addressing these contingencies.

SECTION 8. REMOVAL OF CONTINGENCIES/SELLER'S RIGHT TO CANCEL CONTRACT

8.01. Cancellation for Buyer's Failure to Timely Remove Contingencies. Seller may cancel this contract if Buyer fails to timely remove any contingency under the contract. Prior to canceling the contract, Seller must deliver to Buyer a written Notice to Perform specifying the contingency which Buyer must waive and providing Buyer with at least 48 hours to waive the identified contingency. If Buyer does not waive the contingency within 48 hours, Seller may cancel the contract. Upon cancellation, the contract will be of no further force or effect, and Seller will return Buyer's deposit(s) except as otherwise provided in this contract.

8.02. Cancellation for Buyer's Failure to Perform. Seller may cancel this contract if Buyer fails to timely perform any of Buyer's obligations under the contract, including the obligation to close escrow. Prior to canceling the contract, Seller must deliver to Buyer a written Notice to Perform specifying the obligation which Buyer must perform and providing Buyer with at least 48 hours to cure the default. If Buyer does not cure the default within 48 hours, Seller may cancel the contract. Upon cancellation, Seller shall retain all rights under this contract against Buyer.

SECTION 9. DELIVERY OF DOCUMENTS AND INFORMATION

9.01. Seller Disclosures. Within _____ calendar days of the Effective Date, Seller will disclose to Buyer all material facts affecting the Property.

- 9.02. Documents and Information. Within _____ calendar days of the Effective Date, Seller will provide to Buyer reviewable and downloadable electronic copies of all mandatory seller disclosures (collectively, the "Electronic Disclosure Materials"), including the Real Estate Transfer Disclosure Statement, Federal Lead Based Paint Disclosures and pamphlet, Natural Hazard Disclosure Statement, and all other disclosures required by federal, state or local law.

SECTION 10. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

SECTION 11. MEGAN'S LAW DATABASE DISCLOSURE

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

SECTION 12. CLOSING AND POSSESSION

- 12.01. Buyer's Occupancy. Does the Buyer intend to occupy the Property as Buyer's primary residence?
 Yes
 No

- 12.02. Seller's Occupancy. When will seller will deliver possession of the Property to Buyer?
[check one] (a) [] [time] on the Closing Date;
(b) [] no later than ___ calendar days after the Closing Date;
or (c) [] [time] on [date].

If the Seller will remain in possession after the Closing Date, Buyer and Seller should sign a separate occupancy agreement and should consult with their lenders, attorneys, and insurance advisors.

- 12.03. Tenant Occupied Property
Is this a tenant occupied property? [] yes; [] no.
If this is a tenant occupied property, check one of the following:
[] Seller will ensure that the Property is vacant for at least ___ calendar days prior to Close of Escrow; or
[] the tenant will remain in possession of the Property and Property will be delivered subject to existing tenant's rights unless set forth otherwise in a written addendum to this contract.

- 12.04. Keys and Codes. At Close of Escrow, Seller will give Buyer all keys, codes, passwords, and other means to operate locks, garage doors, security systems and devices in or at the Property.

- 12.05. Warranties. To the extent permitted by law, at Close of Escrow Seller assigns to Buyer all warranty rights for items included in the sale. Seller will provide Buyer with all warranty agreements in Seller's possession.

SECTION 13. FINAL INSPECTION

[] Five or [] calendar days prior to close of escrow, Buyer may inspect the Property to verify that it is in substantially the same condition as required by this contract, and that Seller has satisfied all of Seller's obligations under this contract. This final inspection right is not a condition of sale but solely for Buyer to confirm the matters in this section.

SECTION 14. TAX WITHHOLDING

California law requires Buyer to withhold 3 1/3% of the Property's gross sale price from Seller's proceeds, unless Seller signs an affidavit that the Property has been Seller's principal residence as defined by Internal Revenue Code section 121, or unless otherwise exempt from withholding. Buyer will deduct any such required withholding amounts from Seller's proceeds.

SECTION 15. LIQUIDATED DAMAGES

IF BUYER FAILS TO PURCHASE THE PROPERTY BECAUSE OF BUYER'S DEFAULT, THEN SELLER WILL RETAIN THE INITIAL DEPOSIT, AND ANY INTEREST ACCRUED THEREON, AS SELLER'S LIQUIDATED DAMAGES FOR SUCH BREACH, UP TO THREE (3%) PERCENT OF THE PURCHASE PRICE. THE PARTIES ACKNOWLEDGE THAT THIS IS A SALE OF REAL PROPERTY AND THAT ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE AGREED UPON THIS LIQUIDATED DAMAGES PROVISION, AND THAT THE AMOUNT SPECIFIED ABOVE IS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WOULD INCUR AS A RESULT OF BUYER'S DEFAULT.

If any Additional Deposits are made, Buyer and Seller will at that time sign a separate liquidated damages provision for such Additional Deposits.

SELLER'S INITIALS _____
BUYER'S INITIALS _____

Buyer and Seller will execute a further liquidated damages clause identical to the foregoing at the time Buyer delivers any Additional Deposit into Escrow.

SECTION 16. DISCLOSURE OF LICENSE

- 16.01. The _____ [buyer or seller] in this transaction is a licensed real estate agent or broker, and is associated with _____, a licensed real estate broker.
- 16.02. The _____ [buyer or seller] in this transaction is a licensed real estate agent or broker, and is associated with _____, a licensed real estate broker.

SECTION 17. BROKERS

- 17.01. Confirmation of Agency Relationships: The following agency relationships are hereby confirmed for this transaction:

Listing Agent _____ is the agent of:
 the Seller exclusively; or
 both the Buyer and the Seller.

Selling Agent (_____) (if not the same as Listing Agent) is the agent of:
 the Buyer exclusively; or
 the Seller exclusively; or
 both the Buyer and the Seller.

17.02. Brokers are not parties to this contract.

17.03. Commission: Seller agrees to pay Broker a commission as specified in a separate written agreement between Seller and Broker.

SECTION 18. ARBITRATION OF DISPUTES

BUYER AND SELLER AGREE ANY DISPUTE ARISING OUT OF THIS CONTRACT OR ANY RESULTING TRANSACTION, INCLUDING WITHOUT LIMITATION ANY DISPUTE WITH BROKER, COOPERATING BROKER, AND/OR HAUS SERVICES, SHALL BE DECIDED BY NEUTRAL BINDING ARBITRATION IN THE CITY IN WHICH THE PROPERTY IS LOCATED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND NOT BY COURT ACTION EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS. JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION PROCEEDING MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING MATTERS ARE EXCLUDED FROM ARBITRATION HEREUNDER: (I) A JUDICIAL OR NON-JUDICIAL FORECLOSURE OR OTHER ACTION OR PROCEEDING TO ENFORCE A DEED OF TRUST, MORTGAGE OR REAL PROPERTY SALES CONTRACT AS DEFINED IN CALIFORNIA CIVIL CODE SECTION 2985; (II) AN UNLAWFUL DETAINER ACTION; (III) THE FILING OR ENFORCEMENT OF A MECHANICS' LIEN; OR (IV) ANY MATTER WHICH IS WITHIN THE JURISDICTION OF A PROBATE OR BANKRUPTCY COURT. THE FILING OF A JUDICIAL ACTION TO ENABLE THE RECORDING OF A NOTICE OF PENDING ACTION, OR TO REQUEST AN ORDER OF ATTACHMENT, RECEIVERSHIP, PRELIMINARY INJUNCTION OR OTHER PROVISIONAL REMEDY, SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ARBITRATE UNDER THIS PROVISION.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials _____ **Seller's Initials** _____
Broker's Initials _____ **Cooperating Broker Initials** _____
Haus's Initials _____

SECTION 19. HOLD HARMLESS AS TO HAUS

Buyer and Seller acknowledge and agree that Haus Services, Inc. is not a party to this contract, nor an agent for any party. Buyer and Seller are advised to seek the advice of a real estate professional to confirm that each understands the meaning of the terms of this contract. Buyer and Seller shall indemnify, defend, protect and hold Haus Services, Inc., harmless from and against all costs, damages, claims, actions, causes of action, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to the Property, this contract or any resulting transaction.

SECTION 20. MISCELLANEOUS

- 20.01. Attorneys' Fees: In any litigation, arbitration or other legal proceeding which may arise between Buyer and Seller, the prevailing party will be entitled to recover its costs and reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 20.02. Governing Law: This contract will be governed by and interpreted in accordance with the laws of the State of California [or] _____.
- 20.03. Successors and Assigns: This contract will inure to the benefit of, and be binding upon, Buyer and Seller and their respective heirs, representatives, successors and assigns; provided, however, that Buyer will have the right to assign this contract only with Seller's prior written consent. Notwithstanding anything to the contrary contained in this contract, Seller will not unreasonably withhold its consent to Buyer's assignment of all of its rights and obligations under this contract to any partnership, corporation or other entity, a majority interest of which is owned or controlled by Buyer.
- 20.04. Non-Foreign Status: Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and Regulations.
- 20.05. Contact Information: The address and numbers of each party for the delivery of all notices permitted or required by this contract are as follows:

BUYER:

Phone: () _____
Facsimile: () _____
E-Mail: _____

BUYER'S BROKER (if applicable):

Phone: () _____
Facsimile: () _____
E-Mail: _____
BRE No. _____

SELLER:

Phone: () _____
Facsimile: () _____
E-Mail: _____

SELLER'S BROKER (if applicable):

Phone: () _____
Facsimile: () _____
E-Mail: _____
BRE No. _____

The notice address or number of a party as set forth above may be changed by delivery of written notice not less than five calendar days prior to the date such change is to be effective.

- 20.06. Entire Agreement: This contract, including addenda attached hereto and signed by the parties, if any, expresses the entire agreement of the parties and supersedes any and all previous discussions, negotiations, and agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or expand the terms hereof. Any modification of this contract must be in writing and signed by the party to be charged.
- 20.07. Signing in Counterpart: This contract and any supplement, addendum or modification relating hereto, including any photocopy or facsimile thereof, may be executed in two or more counterparts, all of which will constitute one and the same writing.
- 20.08. Authority of Buyer: The person executing this contract on behalf of Buyer is authorized to do so, and this contract, once it has been fully executed, will be binding upon Buyer.
- 20.09. Authority of Seller: The person executing this contract on behalf of Seller is authorized to do so, and this contract, once it has been fully executed, will be binding upon Seller.
- 20.10. Time of Essence: Time is of the essence of this contract and each and every provision hereof.
- 20.11. Invalidity of Any Provision. In the event any provision or portion of this contract is found to be unenforceable, then the remaining provisions will be given full force and effect.
- 20.12. Electronic Signatures. Electronic signatures will be valid as original. Any party's signature to this contract may be delivered by email or other electronic transmission, and any signature thus delivered will have the same force and effect as an original ink signature.

SECTION 21. ADDITIONAL TERMS AND CONDITIONS

[PARTIES' SIGNATURE BLOCKS]