



**WEEKS AUCTION GROUP, INC  
2186 SYLVESTER HWY, SUITE 1  
MOULTRIE, GEORGIA 31768**

**CONTRACT FOR SALE OF REAL PROPERTY**

State of Florida  
County of \_\_\_\_\_

Property Address: \_\_\_\_\_

The undersigned Purchaser, \_\_\_\_\_, agrees to buy, and the undersigned Seller, agrees to sell with Weeks Auction Group, Inc., a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property"). Time being of the essence, this sale shall be closed on or before September 12, 2017.

The purchase price of said Property shall be \_\_\_\_\_/100 dollars (\$\_\_\_\_\_). The Purchase Price shall be payable to the Seller all cash at Closing (as hereinafter defined) in immediately available funds. This Contract is not contingent upon Purchaser's ability to obtain financing of any kind.

Purchaser has paid to Weeks Auction Group, receipt of which is hereby acknowledged, \$2500.00 as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this Contract and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money paid pursuant to this Contract, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address as set forth herein), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker or Escrow Deposit Holder (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker and Escrow Deposit Holder accordingly.

Seller presently owns fee simple title to said Property as Bankruptcy Trustee, subject to the Permitted Encumbrances (as hereinafter defined). At Closing, Seller agrees to convey title to said property by Trustee deed, as applicable, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said Property; (2) easements, rights-of-way, covenants, restrictions, encumbrances and other matters of record, if any; (3) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property, (4) taxes for the current year and all subsequent years; and (5) leases, other easements, other restrictions and encumbrances specified in this Contract, if any (collectively, the "Permitted Encumbrances"). In the event leases are specified in this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases.

Purchaser's earnest money deposit shall not be deposited in Broker's escrow account until such time as this Contract is accepted by all parties.

Neither Seller nor Broker make, nor have made, any warranties or representations as to the status of any oil, gas, or mineral rights pertaining to the Property. The Seller agrees to convey all its interest in any such oil, gas, or mineral rights, if any, to the Purchaser at closing. The conveyance of the Property shall be subject to any prior reservation or sale of such oil, gas, and mineral rights, if any.

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

Purchaser acknowledges that Purchaser has inspected the Property or has had the opportunity to do so and chose not to inspect the Property. Purchaser is relying solely on his own inspection and judgment and not on any representations, warranties or guaranties made by Seller or Broker in purchasing the Property. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation to make repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser. The terms and provisions of this paragraph shall survive closing hereunder.

Purchaser and Seller acknowledge and agree that the only Broker involved in the transaction contemplated herein as Seller's agent is Weeks Auction Group, Inc. Broker has acted as agent for the Seller in the transaction contemplated herein as disclosed in Exhibit "C" attached hereto. Broker has not acted as agent for the Purchaser.

This Contract shall not be transferred or assigned without the prior written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract.

Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at Closing, and Closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing.

Purchaser and Seller agree to comply with and to execute and deliver such certifications and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445.

Except as may otherwise be provided for in this Contract, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; (D) by e-mail; or by (E) the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Seller.

Seller and Purchaser hereby instruct the closing attorney to: (A) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code 1445; (B) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction, and comply with any other reporting requirements related thereto, and (C) unless otherwise provided herein, apply earnest money as a credit toward Broker's commission with any excess being paid to Seller at Closing.

This Contract is inclusive of the Special Stipulations of sale contained in Exhibit "B" attached hereto and made a part of this Contract by reference. If the Special Stipulations are in conflict with any exhibit, addendum, preceding provision or paragraph of this Contract then the Special Stipulations shall control and govern this Contract.

This Contract and the Exclusive Auction Listing Contract between Broker and Seller constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

This Contract may be executed without modification in counterparts by the undersigned parties via electronic (scanned) or facsimile signature and, when assembled, shall constitute a single binding agreement.

[Intentionally Left Blank]

[Signatures on the Following Page]

The foregoing offer is ACCEPTED by the Seller on \_\_\_\_\_

**PURCHASER:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser Address

\_\_\_\_\_  
City, State, Zip

Home Phone No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

Work Phone No.: \_\_\_\_\_

Fax Phone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**PURCHASER:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser Address

\_\_\_\_\_  
City, State, Zip

Home Phone No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

Work Phone No.: \_\_\_\_\_

Fax Phone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SELLER:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Seller Address

\_\_\_\_\_  
City, State, Zip

Home Phone No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

Work Phone No.: \_\_\_\_\_

Fax Phone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

[Signatures Continue on the Following Page]

**BROKER: Weeks Auction Group, Inc. [FL R.E. Lic. #CQ1051810]**

By: \_\_\_\_\_  
Mark L. Manley, Broker, FL R.E. Lic. #BK3416356

Date: \_\_\_\_\_

SAMPLE

**Exhibit “A”**

[Insert Specific Property Legal Description]

SAMPLE

## **Exhibit "B"**

### **Special Stipulations**

1. This sale will be closed by a designated agent of eTitle Agency, Inc. eTitle will charge the purchaser a closing / settlement fee of \$650.00. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. Additional buyer's fees associated with closing will be \$300.00 title search fee and approximately \$35.50 for the Government Recording fees. Title insurance will be available to the buyer at the promulgated rate,. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax/documentary stamps, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. This contract excludes all personal property located on the property.
3. The 2018 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
4. Possession of the property will be granted at closing.
5. This agreement and any sale or auction may be subject to bankruptcy court approval.
6. This sale of the property is to be as-is and where is.
7. Seller/Trustee will make no warranty pertaining to the property.
8. Transfer of the estate's interest shall be by Trustee's Quit Claim Deed.
9. Seller/Trustee has not performed or obtained a title search on the property and makes no representations as to whether there are liens or other claims against the property.
10. The seller/Trustee reserves the right to cancel the sale or reject any bid if such action is deemed by him to be in the best interests of the bankruptcy estate.

**EXHIBIT "C"**  
**SPECIAL STIPULATIONS**

1) AGENCY DISCLOSURE

Weeks Auction Group, Inc is by this document giving notice to the Purchaser(s) that it is the Agent and Representative of the Sellers.

The undersigned(s) acknowledge(s) that this written notice was received before the undersigned(s) signed a contractual offer or lease agreement in compliance with 475.25(1) (q), Florida Statutes, and Rule 21V-10-033 Florida Administrative Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

2) RADON GAS --NOTICE TO PROSPECTIVE PURCHASER

Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. Pursuant to 404-056(8), Florida Statutes.

3) COMPENSATION

The Purchaser acknowledges that Weeks Auction Group, Inc. is being paid by the Seller, Pursuant to Rule 213.003(2), Florida Administrative Code.

4) NO BROKERAGE RELATIONSHIP FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, Weeks Auction Group, Inc. and its Associates owe to you the following duties:

1. Dealing honestly and fairly.
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller