**AS-IS CONTRACT FOR SALE AND PURCHASE**

THIS AGREEMENT is made this {$this\_date} day of {$this\_month}, {$this\_year}, by and between {$Seller\_Name}(“Seller”) and Mergeasy.com(“Buyer”). The parties agree that Seller shall sell and Buyer shall buy the following described Real Property (“Property”) pursuant to the terms and conditions of this Contract and any addenda (“Agreement”).

**PROPERTY DESCRIPTION**

Street address, city, state and zip: {$Property\_Address}

**PURCHASE PRICE:** {$purchase\_price}

**ESCROW:** The Deposit shall be made payable, delivered to and held by the Escrow Agent: {$Title\_Company\_Name}.

**CLOSING:** Closing of this transaction shall occur on or before {$Days\_for\_Closing} calendar days from the Effective Date (“Closing”), unless delayed by other provisions of this Agreement or modified by the parties in writing. Buyer shall be given sole possession of Property at closing. If the Property is not vacant, Buyer may extend closing until Seller delivers possession of vacant property. Time is of the essence. Any personal property located on the property after closing becomes the property of the Buyer.

**CONDITION OF PROPERTY:** The Parties agree that the Property is being sold “As-Is” with all defects being at the sole risk of Buyer. Seller shall not be responsible for any repairs of any kind whatsoever. Seller does not warrant the condition of the Property or the improvements thereon. Seller shall maintain the property in its current condition until Closing except for normal wear and tear.

**CLOSING COSTS:** Buyer shall pay: all closing costs, title insurance, title search, municipal lien search, inspections, survey, if any, and recording fees for deed.

Seller shall pay: existing mortgages, liens, and other encumbrances.

Buyer and Seller will split the cost of transfer tax equally on the deed.

**INSPECTIONS, MAINTENANCE AND ACCESS:** Buyer shall have {$Days\_of\_Inspection} business days from the Effective Date to perform inspections on the Property. Prior to the end of the Inspection period, if Buyer determines that the Property is not suitable for Buyer’s use, Buyer may terminate this Agreement and Deposit will be returned in full, thereby releasing the parties from all further obligations under this.

**ACCESS:** The risk of loss shall remain with the Seller until Closing. Seller will provide Buyer and its inspectors, contractors, appraisers and prospective partners and client’s reasonable access to the Property. Seller must provide access to Buyer within 24 hours of the Effective Date. If access is not granted, the inspection period will be on hold and will resume the day access is granted to the property. Seller authorizes Buyer to submit pertinent information concerning the Property to any listing service of which Buyer is a member or in which any of Buyer's agents or assigns participate, and to furnish to such listing service notice of all changes of information concerning the Property.  Seller further authorizes Buyer to employ the services of agents or assigns to list or otherwise advertise the Property directly. Seller acknowledges and understands that while listing services or other marketing services will facilitate the showing and sale of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Buyer and/or Buyer’s agents or assigns. Seller therefore agrees to indemnify and hold harmless Buyer, and Buyer’s agents or assigns, from any damages, costs, attorneys' fees and other expenses as a result of any personal injury or property loss or damage to Seller or any other person not caused by negligence arising directly or indirectly out of any such listing or marketing services. Buyer assumes all costs related to the listing and marketing services described in this Paragraph unless otherwise agreed to in writing

**TITLE EVIDENCE AND INSURANCE:** Buyer shall obtain a title commitment and owners policy from Escrow Agent, who shall also act as Title Agent and Closing Agent. Buyer shall notify Seller of any title defects. Closing may be delayed for up to thirty (30) days to clear title. If not cleared within the thirty (30) days, Buyer may terminate this Agreement, or Buyer may extend Agreement for the purposes of clearing title. In the event Buyer terminates this Agreement, Buyer shall be refunded the Deposit. Seller shall cooperate with clearing any title defects.

**ASSIGNABILITY:** This Agreement may be assigned by Buyer without notice or consent of Seller.

**DISCLOSURES:** Buyer is a private investment company that purchases real estate to make a profit and may be purchasing the Property for immediate re-sale. Seller consents to Buyer marketing Buyer’s contract rights in any manner Buyer deems appropriate. If Property includes pre-1978 residential housing, a lead-based paint disclosure shall be executed by the parties. Seller represents the Property is not subject to a lease and Seller shall deliver possession at Closing.

**DEFAULT; ATTORNEY FEES/COSTS:** If Buyer fails to perform Buyer’s obligations under this Agreement, Seller’s sole remedy shall be forfeiture of the Deposit as liquidated damages and in full settlement of any and all claims, in which case the Parties will be relieved from any further liability under this Agreement. If Seller fails to perform Seller’s obligations under this Agreement, including Closing, Buyer shall have all legal and equitable remedies, including the right to seek specific performance. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney’s fees. This Paragraph 11 shall survive Closing or termination of this Agreement.

**MISCELLANEOUS PROVISIONS.**

This Agreement contains the full and complete understanding and agreements of Buyer and Seller. No modification or change to this Agreement shall be valid or binding upon Buyer or Seller unless in writing and executed by the Parties.

This Agreement shall be construed in accordance with the laws of the State of Georgia.

The Effective Date is the date on which the last party initials or signs the latest offer.

If Property is vacant, Seller agrees to provide Buyer with a key and access to the Property for the purposes outlined in this Agreement. Buyer shall not occupy Property prior to Closing.

**Additional Terms**

{$Other\_Terms}

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| **BUYER:**  /sn2/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **SELLER :**  /sn1/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |