

Gulf South Title Services, LLC
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300 Vestavia Parkway, Suite 3450
Birmingham, AL 35216
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GENERAL RESIDENTIAL SALES CONTRACT

Signed at Birmingham, Alabama, on the _____ day of _____, 20 ____.

The undersigned Purchaser(s) _____
hereby agree(s) to purchase,

and the undersigned Seller(s) _____ hereby agree to
sell the following described real estate, together with all improvements, shrubbery, planting, fixtures and appurtenances (“the
Property”) situated in the City of _____, County of _____, Alabama, on the terms
stated below:

Address: _____, and legally described as

Lot _____, Block _____, Map Book/Page _____,

Subdivision/Description _____.

1. **THE PURCHASE PRICE** shall be \$ _____, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the Agent	\$ _____
Cash on closing of this sale	\$ _____

Purchaser and Seller acknowledge that in the event the contract is cancelled or not closed, any fees paid will be non-refundable.

2. **AGENCY DISCLOSURE:** The Listing Agency, _____ represents Seller (unless otherwise stated), and the selling Agency, _____ represents _____.

Purchaser Initials _____

Seller Initials _____

3. **EARNEST MONEY & PURCHASER DEFAULT:** Seller and Purchaser hereby direct the listing Agency, _____, to hold the earnest money in trust until this contract has been accepted and signed by all parties, at which time the earnest money will be promptly deposited into the escrow account of the Listing Agency. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract. In the event either Purchaser or Seller claim the earnest money without the agreement of the other party, Seller or Agency holding the earnest money may interplead the disputed portion of the earnest money into court and shall be entitled to deduct from the earnest money for court costs, attorney fees and other expenses relating to the interpleader. When the earnest money is a check and the check is returned by a financial institution as unpaid, Seller has the right to void the contract without further recourse on the part of the Purchaser.

4. **TITLE INSURANCE:** Seller agrees to furnish Purchaser a standard form owner’s title insurance policy at Seller’s expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraph 8 below; otherwise, the earnest money shall be refunded. In the event both Owner’s and Mortgagee’s title policies are obtained at the time of closing, the TOTAL EXPENSE of procuring the two policies will be divided equally between Seller and Purchaser, even if the Mortgagee is the Seller. The Seller and Purchaser agree that the preferred service provider for the title insurance and the closing shall be *Gulf South Title Services, LLC, , located at 300 Vestavia Parkway, Suite 3450, Birmingham, AL 35216.*

5. SURVEY/TERMITE BOND: Purchaser () DOES () DOES NOT (check one) require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense (NOTE: LENDER MAY REQUIRE A SURVEY).

Purchaser () DOES () DOES NOT (check one) require a termite bond. If a bond is required and Seller has an existing bond, the bond may be transferred at Purchaser's expense. If a new bond is required, the cost shall be at () Purchaser's () Seller's expense.

Purchaser () DOES () DOES NOT (check one) require a Wood Infestation Report. If required (either by the Purchaser or Purchaser's Lender), the cost shall be at Purchaser's expense.

6. PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed, and any existing escrow deposits shall be credited to Seller. **UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSE OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.**

7. CLOSING AND POSSESSION DATES: The sale shall be closed and the deed delivered on or before _____, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the property. Possession is to be given on delivery of the deed, if the property is then vacant; otherwise, possession shall be delivered on _____, at _____ AM/PM. NOTE: If Purchaser is to be given possession prior to closing, or if Seller is to remain in possession after closing, it is recommended that the parties enter into a written occupancy agreement.

8. CONVEYANCE: Seller agrees to convey the Property to Purchaser by _____ Warranty Deed (check here [] if Purchasers desire title as joint tenants with rights of survivorship), free of all encumbrances except as permitted in the Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. **THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, _____, AND () IS () IS NOT LOCATED IN A FLOOD PLAIN, AND UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDING LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.**

9. CONDITION OF THE PROPERTY: NEITHER SELLER NOR ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Purchaser has the obligation to determine any and all conditions of the Property material to Purchaser's decision to buy the Property, including, without limitation, the condition of the heating, cooling, plumbing, and electrical systems and any build-in appliances, and the roof and the basement, including leaks therein; the size and area of the Property; construction materials, including floors; structural condition; utility and sewer or septic tank availability and condition; subsurface conditions, including radon and other potentially hazardous materials and/or gases; and any matters affecting the character of the neighborhood. Purchaser shall have the opportunity to determine the condition of the Property in accordance with "A," "B," or "C" below, as selected by the parties. **NOTE: LENDERS OR PUBLIC AUTHORITIES MAY REQUIRE CERTAIN INVESTIGATIONS SUCH AS TERMITE INSPECTION AND SEPTIC TANK INSPECTION. PURCHASER'S INSPECTIONS SHOULD INCLUDE SUCH MATTERS IN ANY EVENT.**

SELECT EITHER "A" OR "B" AND/OR "C" BELOW BY INITIALING- CHOICE MUST BE INITIALED BY BOTH PARTIES TO BE A PART OF THIS CONTRACT.

A. Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser has inspected the Property, either personally or through others of Purchaser's choosing, and accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing. *

Purchaser's Initials _____

Seller's Initials _____

B. Purchaser has inspected the Property, either personally or through others of Purchaser's choosing, and, without relying on any representation or warranty from Seller or Broker or any salesperson or any printed or written description of the Property, accepts the Property in its present "as is" condition, including ordinary wear and tear to closing, except that Seller agrees (subject to any dollar limits set below) to (i) make any repairs required by the lending institution; (ii) deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in normal operating condition at the time of closing; and (iii) perform the following repairs:_____. Repairs required of Seller under Paragraph B shall not exceed \$_____. If such repairs exceed this amount and Seller refuses to pay the excess, Purchaser may pay the excess or (if not prohibited by Purchaser's Lender), accept the Property with the limited repairs or accept the specified ceiling amount at closing as a reduction of the purchase price, and this sale shall be closed as scheduled, or Purchaser may cancel this Contract by notifying Seller in writing within _____ hours of Purchaser's receipt of Seller's notice of refusal to pay the excess.

Purchaser's Initials _____

Seller's Initials _____

C. Purchaser requires additional inspections of the Property at Purchaser's expense. Within _____ calendar days after Seller's acceptance of this Contract, Purchaser shall, either personally or through professionals of Purchaser's choosing, inspect and investigate the Property. When such inspections reveal conditions unsatisfactory to the Purchaser, Purchaser shall notify Seller in writing of such unsatisfactory conditions and provide to Seller a copy of the inspector's written report, all within _____ days of this Contract. Seller shall notify Purchaser in writing within _____ days of receipt of such notice whether Seller will correct the defect prior to closing. If Seller is unable or unwilling to correct the defect, Seller shall not be obligated to do so, but Purchaser shall then have the option of canceling this Contract and recovering the earnest money by notifying Seller in writing within _____ hours of receipt of Seller's written refusal to correct the defect. Purchaser's failure to notify Seller of any defect or Purchaser's election to terminate the Contract, as herein provided, shall conclusively be considered approval of the Property "as is," including ordinary wear and tear to the closing. *

Purchaser's Initials _____

Seller's Initials _____

- **NOTE:** "Ordinary wear and tear," as used in "A" and "C" above, shall not be deemed to include material failure of the heating, cooling, plumbing and electrical system or built-in appliances. If such a system or appliance suffers material failure after acceptance under "A" or "C" above but prior to closing and Seller refuses to pay for any repairs reasonably required to restore it to an operating condition at least as good as previously existing, Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation promptly after Purchaser's receipt of Seller's notice of refusal to pay for such repairs; provided that notice of cancellation must, in any event, be received prior to closing.

10. DISCLAIMER: Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property; (ii) structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water, heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; (viii) subsurface conditions, including radon and other potentially hazardous materials and/or gases; or (ix) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

11. SELLER WARRANTS that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.

12. FIRE/SMOKE/GAS DETECTORS: Purchaser shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances or regulations concerning fire/smoke/gas detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Purchaser shall be solely responsible for compliance with such laws, including the Alabama Department of Insurance (Fire Marshall Division) Regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies."

13. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Purchaser shall have the option of canceling this Contract and recovering the earnest money or accepting the Property in its damaged condition, provided that notice of cancellation must be received prior to closing. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

14. **SELECTION OF ATTORNEY:** Purchaser and Seller hereby agree to share the fees of the closing attorney.

() YES

() NO

Purchaser's Initials _____

Seller's Initials _____

NOTE: Parties hereby agree that the preferred service provider for the closing shall be *Gulf South Title Services, LLC* (Kevin Hays, General Counsel). Parties also recognize their rights to bring their own attorney to closing, at their own expense, if they desire.

15. **BROKERAGE FEE/COMMISSION:** The commission payable to the listing or selling broker/agency in this sale, as per prior written agreement, is not set by the Birmingham Association of Realtors, Inc., but in all cases is negotiable between the broker/agency and the Seller.

16. **PERSONAL PROPERTY:** Any personal items remaining with the Property shall be at no additional cost to Purchaser; shall not add to the value of the Property; shall be in "as is" condition unless otherwise agreed to herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises and included on the itemized list attached hereto (said list to be specific as to description and location of such items).

17. **Purchaser and Seller acknowledge that in the event the contract is cancelled or not closed, any fees paid will be non-refundable.**

18. **ADDITIONAL PROVISIONS** set forth on the attached Addendum _____ and signed by all parties are hereby made a part of this Contract.

19. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supercedes all prior discussion, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

20. **APPLICABLE LAW:** This Contract shall be governed by the laws of the State of Alabama.

21. **CONTINGENCIES:** This Contract shall be contingent upon the following contingencies (check all that apply):

() **Purchaser's ability to sell his/her current home** located at _____

_____ and close on said home on or before _____, 20 _____. Seller shall have the right to continue to offer the Property for sale. If Seller receives another acceptable written offer, Purchaser shall be granted 48 hours after notice to remove this Contingency. In the event Purchaser fails to remove this contingency by written notice signed by Purchaser to Seller (or Seller's agent) before the end of said period (time being of the essence at the option of the Seller), this contract shall be terminated and all earnest money refunded to Purchaser immediately upon the execution of a mutual release form. Upon removal of this contingency, Purchaser agrees to deposit another \$ _____ (none if left blank) earnest money.

() **Purchaser's ability to obtain suitable financing/loan approval** within _____ days of the date of the execution of this Contract, which includes Purchaser obtaining and providing to Seller a "pre-approval" letter from the Mortgage Lender. Purchaser

ADDENDUM _____

The terms and conditions of this Addendum form a part of that certain General Sales Contract dated _____
by and between _____ (Purchaser) and _____ (Seller), for property
located at _____.

Purchaser date

Purchaser date

Witness to Purchaser's Signature(s)

Seller date

Seller date

Witness to Seller's Signature(s)