**OPTION TO BUY AGREEMENT**

This Option to Buy Agreement (the “Agreement”) is made and effective [DATE]

**BETWEEN: [YOUR COMPANY NAME]** (the "Owner"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [NAME]** (the "Buyer"), an individual with his principal place of living located at:

[COMPLETE ADDRESS]

**WHEREAS**, Owner is the fee proprietor of certain real property being, lying and situated in [CITY], [STATE/PROVINCE], such real property having a street address of [COMPLETE ADDRESS] (the “Property”).

**WHEREAS**, Owner and Buyer have together executed a prior lease agreement;

NOW, THEREFORE, in consider­ation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. Buyer hereby pays to Owner the sum of $[AMOUNT] in consideration for this option, which option [SHALL OR SHALL NOT] be credited to the purchase price if option exercised. The Owner shall not refund the fee if the Buyer defaults in the Lease Agreement, fails to close the conveyance, or otherwise does not exercise the option to purchase.
2. Buyer has the option and the right to buy [DESCRIBE PROPERTY] during the option period for the full price of $[AMOUNT]. Provided that the Buyer timely executes the option to purchase, is not in default of the Lease Agreement, and closes the conveyance of the Property, the Owner [SHALL OR SHALL NOT] credit towards the purchase price at closing the sum of $[AMOUNT] from each monthly lease payment that the Buyer timely made. The Buyer [SHALL OR SHALL NOT] receive credit at closing for any monthly lease payment that the Owner received after the due date specified in the Lease Agreement.
3. The option to purchase period commences on [START DATE] and will remain in effect until [END DATE], and thereupon expire unless sooner exercised.
4. To exercise the option, Buyer must notify Owner of same by certified mail within the option period. The closing date must occur before the original expiration date of the Lease Agreement, or the date of the expiration of the Option to Purchase Agreement, whichever occurs later.
5. This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should Buyer attempt to assign, convey, delegate, or transfer this option to purchase without the Owner’s express written permission, any such attempt shall be deemed null and void.
6. If Buyer exercises the option, then Buyer and Owner agree to sign the attached and completed contract of sale, and consummate the sale on its terms. Owner shall determine the title company at which settlement shall occur and shall inform Buyer of this location in writing. Buyer agrees that closing costs in their entirety, including any points, fees, and other charges required by the third-party lender, shall be the sole responsibility of Buyer.  The only expense related to closing costs apportioned to Owner shall be the pro-rated share of the ad valorem taxes due at the time of closing, for which Owner is solely responsible.
7. Owner makes no representations or warranties as to the availability of financing regarding this option to purchase. Buyer is solely responsible for obtaining financing in order to exercise this option.
8. The parties acknowledge that it is impossible to predict the availability of obtaining financing towards the purchase of this Property. Obtaining financing shall not be held as a condition of performance of this Option to Purchase Agreement. The parties further agree that this Option to Purchase Agreement is not entered into in reliance upon any representation or warranty made by either party.
9. If Buyer defaults under this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Owner at law or in equity, Owner may terminate this Option to Purchase by giving written notice of the termination. If terminated, the Buyer shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase Agreement to be enforceable and effective, the Buyer must comply with all terms and conditions of the Lease Agreement.
10. Buyer shall not record this Option to Purchase Agreement on the Public Records of any public office without the express and written consent of Owner.
11. Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of [SPECIFY AGREEMENT TO WHICH ARBITRATION AGREEMENT RELATES].
12. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the [State/Province] of [STATE/PROVINCE].
13. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
14. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
15. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.
16. This option agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this [DAY] day of [MONTH] [YEAR].

In the presence of [WITNESS NAME]

[OCCUPATION]

[YOUR COMPANY NAME]

[BUYER NAME]