

**Residential Real Estate
Purchase And Sale Agreement**

This Purchase and Sale Agreement is entered by and between _____ (now known as "Seller") and **HomeMAXX LLC** (now known as "Buyer"). Buyer and Seller shall jointly be referred to as the "Parties."

I. DESCRIPTION OF THE PROPERTY. Seller shall sell Buyer the residential real property (hereinafter "Property") identified as:

Address: _____

APN # _____

The Property is sold in **AS-IS Condition**

The property includes all fixtures, window and floor coverings, built-in appliances, including hardware, shades, blinds, window and door screens, awnings, outdoor plants, trees, and other items now on-premises. Any personal property remaining in or on the property after the sale of the Property shall be the Buyer's Property

II. PURCHASE PRICE. The Seller shall convey the Property to Buyer for the sum of \$ _____, (_____ Dollars)
Seller acknowledges that the price may not represent fair market value for the Property.

III. CLOSING COSTS AND TAXES.

1.) All closing costs and title fees are to be paid by _____.

2.) Transfer Taxes to be paid by _____. 3.)

Property taxes, sewer, trash, HOA fees, SIDS/LIDS, or other assessments will be prorated at the close of escrow. Seller shall pay all liens recorded against the Property at the close of escrow

IV. DUE DILIGENCE. Buyer shall have a period of _____ business (means Monday through Friday, excluding federal holidays) days from the date that this Agreement is fully signed to complete its due diligence. Seller shall ensure that Buyer's representatives have reasonable access to the Property during this period.

V. ESCROW. Title and Escrow Company shall be the Buyer's Choice.

Any time before the due diligence period expires, Buyer may terminate this Agreement by written Notice of Cancellation to the Seller and Escrow Company. Escrow Company shall refund Earnest Money Deposit to the Buyer without the Seller's consent if within the Due Diligence period.

Buyer Initials: _____ Seller Initials: _____, _____

Close of escrow shall be on or before the date of _____

VI. EARNEST MONEY DEPOSIT. Buyer shall partially, be delivering an Earnest Money Deposit of _____ to escrow for the benefit of Seller.

This provision shall be construed as consent by the Seller and instruction to escrow to return the Earnest Money Deposit to the Buyer in the event of the conditions listed in the preceding paragraph.

VII. TENANTS. If one or more tenants occupy the Property, then:

- 1. Any rental income will be prorated at the close of escrow.
- 2. Seller shall provide all leases to Buyer before the close of escrow.
- 3. Seller shall provide all security deposits, cleaning deposits, keys, or other tenant deposits to Buyer before the close of escrow.
- 4 Seller to provide and disclose any issues with tenants that are current, pending or began processing

VIII. ADDITIONAL TERMS:

- 1.Seller must be able to transfer and obtain marketable title (Free and Clear Title) , including meeting any insurance provisions.
- 2. Seller acknowledged that Buyer is purchasing the property to make a profit, and buyer may or may not market the property for sale, or for lease (including on the MLS and other Market place platforms) and has authorization to do so per this agreement.
- 3. In the event of a dispute concerning the interpretation or enforcement of this Agreement, the prevailing party shall recover their reasonable attorneys’ fees and costs.
- 4. Buyer may assign its rights and interest under this Agreement.
- 5. Neither Buyer nor Seller is represented by a licensed real estate agent; and decline to have any representation,
- 6. Seller and buyer agree to release each other from any claims, damages, or liabilities arising from this Agreement, except for those resulting from fraud.
- 7. Seller agrees to indemnify HomeMAXX LLC and hold harmless and related third parties (Collectively, Indemnification Parties) from any claims, losses, damages, costs, or expenses (including reasonable attorneys’ fees)

Buyer Initials: _____ Seller Initials: _____,

IX. AUTHORIZATION TO SIGN LISTING DOCS AND OFFERS.

BE IT ACKNOWLEDGED that I/we, _____, _____ the “Seller,” do hereby grant a limited and specific authorization to execute and sign listings and offer documentation to HOMEMAXX LLC as my “Attorney-in-Fact.” Said Attorney-in-Fact shall have full power and authority to undertake and perform the following acts on my behalf, related to _____ (the “Property”). Authorizing the Attorney-in-Fact to sign listings agreements for the seller and on behalf of the seller. Seller specifically authorizes and gives full permission to the Attorney-in-Fact to sell, list, or market the property throughout various marketplaces and online platforms on any and all multiple listing service(s) (MLS) for the purpose of marketing & selling the Property which also includes listing agreement(s), listing agreement addendum(s), disclosures, sales contracts, and addendums for the seller and on behalf of the seller. The authority herein shall include such incidental acts as reasonably required to carry authorities granted herein. This authorization form shall automatically be revoked upon my death or incapacitation, provided any person relying on this power of attorney shall be given full rights to accept and reply upon the authority of the Attorney-in-Fact until the receipt of actual notice of revocation.

Buyer Initials: _____ Seller Initials: _____, _____

X. MISCELLANEOUS

1. I AM OF SOUND MIND: I confirm I am not under the influence of any type of illegal substance nor am I under the influence of alcohol and am fully aware and understand the purchase agreement in its entirety.

2. AGENCY RELATIONSHIP: Neither Buyer nor Seller are represented by a licensed real estate agent; no commissions are due or payable in connection with this transaction.

3. DISPUTE OF CONTRACT: In the event of a dispute concerning this agreement, jurisdiction and venue shall be in the _____.

4. LEGAL FEES: In the event of a dispute concerning the interpretation or enforcement of this agreement, the prevailing party shall recover their reasonable attorney's fees and costs.

5. EXIT STRATEGY: Buyer is an investor and intends to utilize any and all the investment opportunities for the subject property at their sole discretion in order to maximize their return on investment and, in doing so, may resell or novate the property at any time, at any price, at no expense or delay to the seller.

6. MLS: Buyer is given the ability and the right to list the property on the multiple listing service at no expense or delay to the seller as stated in "Section VIII" on page 3 (*Disregard if not applicable, or not authorized*).

7. EARNEST MONEY: In the event the seller can not provide clear title, or the seller defaults, the buyer's earnest money is to be refunded back to the buyer immediately and this agreement authorized the release of funds.

8. THIRD PARTY INTERFERENCE: Seller acknowledges that this is a legally binding contract and once executed seller CANNOT continue to seek other offers or sign another agreement with another investor or real estate agent as this contract would supersede any other agreement, if seller signs a contract with another investor or listing agreement with a Real Estate agent the seller will be responsible for any damages they have caused

9. CONDITION & KNOWN ISSUES: Seller agrees to disclose all known material defects and major issues concerning the properties structure, roof, heating and cooling system, foundation, plumbing and electrical system.

This legal document serves to confirm that all parties understand and agree to the process of assigning the contract to a third party, and it clearly outlines the roles, rights, and responsibilities of each party involved. It is strongly recommended that all parties consult with legal counsel to ensure a full understanding of the terms and conditions herein. This offer is made exclusively to the Seller. Should any modifications to the offer be required and mutually agreed upon, such changes will be documented in a written addendum signed by all parties. The Seller acknowledges and agrees that they have carefully read, fully understand, and voluntarily accept the terms and conditions of this Contract. This Contract shall become effective upon the execution by both parties. Signatures below indicate full acceptance of all provisions set forth in this Agreement.

Seller information:

Date: _____

Name(s): _____

Address: _____

Email Address: _____ Phone Number: _____

Email Address: _____ Phone Number: _____

Seller(s) signature: _____

Buyer information:

HomeMAXX LLC 6628 Sky Pointe Dr Ste 129-1378 Las Vegas, NV 89131

Email: ru@maxxvalue4home.net , _____ Phone Number: 725 772 9847, _____

Authorized Signer, _____

_____ (Name) _____ (Title) _____ (signature)

Buyer Initials: _____ Seller Initials: _____, _____

SELLER DEFAULT

APN:

If Seller defaults in performance under this agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default. Seller default includes, but is not limited to: not reasonably communicating with the Buyer or third party companies, not providing reasonable access to the property or not cooperating with the closing agents.

Additional Terms :

Seller information:

Date:

Name(s):

Address:

:

Email Address: Phone Number:

Email Address: Phone Number:

Seller(s) signature:

Buyer information:

HomeMAXX LLC 6628 Sky Pointe Dr Ste 129-1378 Las Vegas, NV 89131

Email: ru@maxxvalue4home.net , Phone Number: 725 772 9847,

Authorized Signer,

.

(Name)

(Title)

(signature)

Buyer Initials: Seller Initials: ,

