< your name>

November 25, 2014

<name>

Dear Mr. <name>,

**Re: offer to purchase real estate property.**

This nonbinding letter of agreement outlines a framework for a real estate transfer from <name>(Seller) to <your name> (Buyer). The approximate address of the properties is <address>. The list of parcel numbers to be transferred is <parcel numbers>, totaling approximately <acreage>, for a total price of <offer price>.

## Summary

Seller agrees to sell property for a total price of <offer price>. Buyer will deposit $1,000 into an escrow account as earnest money toward the purchase price. If accepted, this letter will be used to develop an agreement using the Arkansas Board of Realtors standard contract.

## Details

1. Due Diligence Period
   1. Buyer’s deposit shall become non-refundable 90 days after the date of deposit.
2. <consider deleting this section> Buyer’s Work Product
   1. As consideration for entering into the purchase agreement, if the agreement is cancelled within 90 days, all of Buyer’s work product pertaining to the subject property shall be turned over to Seller.
   2. Work product prepared by the Buyer includes surveys, phase one diligence reports, title insurance reports, preliminary site plans, and a preliminary pro forma.
3. Closing Date
   1. The sale shall close within 45 days of the date Buyer’s deposit becoming non-refundable unless the closing date is extended at Buyer’s option.
4. Extensions
   1. The closing date may be extended for 45 days by a non-refundable deposit of $1,000 to be applied to the purchase price.
   2. The closing date may be further extended by 45 days by a non-refundable deposit of $1,000 *in addition to* the purchase price.
5. Conditions of Purchase
   1. The property shall have a clean title.
   2. Due diligence, as described in the attached due diligence checklist, shall be satisfactory.
   3. The property shall have all necessary entitlements, including but not limited to right-of-way vacations. Seller agrees to cooperate with Buyer to attain necessary entitlements.
   4. Buyer is able to secure financing for the project.
6. Transferability
   1. This agreement may be transferred to an entity in which Buyer is a Principal.
7. Division of Fees
   1. Buyer and Seller agree to pay equal shares of Title, Recording, and other Closing Fees.
   2. Any brokerage commissions shall be paid in full by Buyer.

## Attachments

* Due diligence checklist.
* Due diligence timeline.

This letter is being executed by Buyer and Seller. Parties understand this nonbinding letter will be used to develop a purchase agreement using the Arkansas Board of Realtors standard contract.

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