

SAMPLE

CONTRACT FOR SALE OF GOVERNMENT REAL PROPERTY

Seizure Number
Address of Property

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ ("Buyer") and CWS, acting as an agent of the Government with respect to this sale of this Government real property and on behalf of the agency ("Seller") agree as follows:

1. Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer for the Purchase Price set forth below that certain parcel of real estate described on Exhibit A attached hereto (the "Real Estate").
2. Seller acknowledges receipt of Cashier's Check deposit as described in Exhibit B (the "Deposit") from Buyer.
3. The purchase price for the Real Estate is \$ _____ (the "Purchase Price") payable in cash, of which the Deposit shall be applied thereto. The Deposit shall be held by the Seller, in a non-interest bearing account, pending closing of transaction. Buyer agrees this final offer has no contingencies.
4. Closing will be held 45 days after the contract is approved by the Government. The Seller may, at its discretion, extend the closing date to effect clear title.
5. If the Buyer fails to perform this contract within the time herein specified, time being of the essence in this agreement, the Buyer shall be in default, and the Deposit made by the Buyer shall be forfeited to the Seller as liquidated damages. Failure to obtain financing or refusal of wife or husband of Buyer to execute the required documents hereunder does not relieve the Buyer of his/her legal liability to complete the sale. In the event of default, Seller reserves the right to unilaterally and automatically cancel escrow with no further instruction or approval from Buyer. Buyer and Seller acknowledge this instruction and hereby indemnify and release Seller and its agents from any and all liability.
6. All lien releases with respect to the Real Estate must be filed prior to closing. If said releases are not perfected by the Seller, this contract shall be deemed null and void. In the event of such occurrence, or damage to the Real Estate as a result of a natural disaster, Seller reserves the right to cancel the sale and refund the Deposit. Buyer agrees to hold harmless the Seller and its agents from any and all claims or actions associated herewith.

7. Prior to closing, the Seller shall have issued a title commitment by a reputable title insurance company, guaranteeing insurable title to the Real Estate.
8. Upon the filing of all lien releases, the Seller will convey title to the Buyer at closing by government deed, free and clear of all encumbrances or liens except restrictions of record.
9. All closing costs, including, without limitation, transfer taxes, documentary stamps, intangible taxes and similar taxes or charges, recording fees and escrow fees shall be paid by Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer's expense.
10. All adjustments of taxes, security deposits, and rents or other items with respect to the Real Estate are to be made on a prorata basis as of the closing date, when applicable.
11. The words "Buyer" and "Seller" herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine, and neuter gender, and the singular and plural number, wherever the context so admits or requires.
12. The Real Estate is being sold in "As-Is" condition with all faults, including any building violations for the building as a whole that may apply (including but not limited to fines and penalties). The Seller has disclosed all known defects with the Real Estate and makes no warranties or guarantees either expressed or implied. The Buyer states he has personally inspected the Real Estate and acknowledges that by entering into this contract the Buyer is agreeing to accept the property in "As-Is" condition. All information in the brochure was derived from sources believed correct, but is not guaranteed. Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the Real Estate and available resources.
13. The Buyer may coordinate with the Seller for access to the Real Estate prior to closing for surveyors and/or appraisers at the Buyer's expense.
14. This Agreement shall constitute the entire agreement of the parties concerning the purchase and sale of the Real Estate and shall supersede and replace any all-prior agreements, whether written or oral, except for information set forth in the Terms and Conditions of Sale.
15. This sale is subject to the approval or rejection of the Seller.

16. Executed with:
- Exhibit A: Legal Description
 - Exhibit B: Deposit
 - Exhibit C: Broker Participation
 - Exhibit D: Lead Based Paint
 - Exhibit E: MUD Addendum

- Exhibit F: Taxes
- Exhibit G: Special Warranty Deed
- Exhibit H: HOA/Condo Association Addendum
- Exhibit I: Mineral Rights Disclosure

WITNESS TO SIGNATURE
OF BUYER

ABOVE OFFER HEREBY
CONFIRMED

Date

(BUYER) Date

Date

(BUYER) Date

ACCEPTED AND APPROVED THIS _____ DAY OF _____ 20____.

WITNESS TO
SIGNATURE OF SELLER

Agency

Closing will be held on or before _____.

Exhibit A

LEGAL DESCRIPTION

Sale No.:
Seizure No.:
Parcel No.:
Property Description:
Property Address:
Property City/State/Zip Code:

Legal Description:

Exhibit B

DEPOSIT

CWS, acting as an agent of the Government with respect to the sale of this Government real property and on behalf of the United States Internal Revenue Service, acknowledges receipt of Cashier's Check No. _____, in the sum of \$ _____, as Initial Deposit, being held at CWS Marketing Group's, Manassas, Virginia office.

Full earnest money deposit is: \$ _____

The Balance of the Full Earnest Money Deposit is \$ _____

Balance must be received by Seller on or before _____, _____

RECEIPT OF DEPOSIT AS HEREIN STATED

By _____
Print Name

Signature

Date

WIRING INSTRUCTIONS:
CWS Marketing Group, Inc.

**CASHIER'S CHECK
INSTRUCTIONS:**

Exhibit D

LEAD BASED PAINT

Said property was constructed prior to 1978 and may contain lead-based paint. Disclosure of Information on Lead-Based Paint Hazards and the EPA pamphlet "Protect Your Family From Lead In Your Home" may be obtained by calling 1-800-424-LEAD or visiting <http://www.epa.gov/lead>. Buyer acknowledges he/she has read and/or understands the information with regards to lead-based paint and agrees to assume all liability for abatement of any potential hazard. Furthermore, Buyer agrees to release, hold harmless, and indemnify the United States Government, Department of the Treasury, the Internal Revenue Service, its officers, employees, and agents, and CWS, its officers, employees, and agents, from any and all claims, demands, damages, causes of action or suits, environmental cleanup costs, that might now exist or hereafter exist by reason of, or growing out of, or affecting, directly or indirectly, the condition, sale, or re-sale of the said property.

Purchaser Initial _____ Purchaser Initial _____ Seller Initial _____

Exhibit H

HOA/CONDO ASSOCIATION ADDENDUM

Buyer acknowledges that this property is subject to the restrictions, covenants, guidelines and fees of the association, _____ (hereafter called the association). Sellers have provided all known fees/assessment amounts in its possession and are presumed to be accurate. The buyer hereby holds harmless the seller for any inaccuracies or discrepancies.

The buyer shall be responsible to fill out and submit any application or paperwork required by the Association and to pay any associated fees. Where the Association provides for a right of first refusal or approval of the purchaser, the buyer understands that the contract shall be contingent upon that provision. Closing date will be modified at the time of the Association's decision to reflect a 30-day closing from date of notification.

Buyer acknowledges that this property could be subject to HOA/Condo Associations charges and require applications and fees associated therewith. Buyer further acknowledges that he has been given notice and has used his best due diligence to review provided documentation or has obtained the information from other sources. Buyer hereby waives any right to terminate the sale due to the items contained in the association documents after execution of this addendum.

Purchaser Initial _____ Purchaser Initial _____ Seller Initial _____