

### Option Purchase Terms (Repair for Equity)

The Undersigned, having executed a lease dated \_\_\_\_\_ for the property located at \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_, further agree as follows:

**(1) PRICE AND TERMS:** Owner hereby grants to Tenant/Buyer the right and option to purchase the premises at any time during the term of the attached Lease Agreement in accordance with the terms herein, provided that the entire option consideration has been paid and performed, and provided rents have been fully paid and all other covenants to be performed by the Tenant/Buyer have been duly performed. Failure to pay all rents on time and in full, or failure on the part of the Tenant/Buyer to perform any other covenants of this Option to Buy or the Lease Agreement, shall cancel this option to purchase. Option to purchase so canceled may be reinstated at the option of the Owner.

The Tenant/Buyer agrees to pay for said property the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), less the option consideration as calculated in clause (2) below, the net sum to be paid in cash, certified check, cashier's check, or building and loan check at closing..

**(2) OPTION CONSIDERATION.** Simultaneous with the execution of this Option to Purchase, Tenant/Buyer has paid the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as a non-refundable option fee.

In addition to this cash payment, the Tenant/Buyer agrees to make, to the owner's reasonable satisfaction, any and all repairs or improvements to the property **as part of the option consideration.**

All labor and materials necessary to complete the above repairs and improvements shall be at the expense of the Tenant/Buyer. Owner reserves the right to approve materials for inclusion in the property. Tenant/Buyer will pick-up or arrange for delivery of said materials. All materials attached to the property shall become part of the property and shall not be removed by the Tenant/Buyer whether paid for by the Tenant/Buyer or by the Owner.

This option consideration, when paid and completed, gives the Tenant/Buyer the right and option to purchase the property within the option period as outlined in clause (2) above, in accordance with the provisions of this agreement. When option fee is paid and the above-listed improvements are fully completed, an amount equal to \_\_\_\_\_ dollars (\$ \_\_\_\_\_) shall be credited against the purchase price of the property if the Tenant/Buyer elects to exercise the option and purchase the property; however, no part of the option fee nor Tenant/Buyer's expenses for materials or labor shall be refundable in the event that the Tenant/Buyer elects not to exercise the Option to Purchase.

Work or repairs undertaken by the Tenant will be undertaken only if the Tenant is competent and qualified to perform said repairs. Tenant will be responsible to assure that all work is performed in a safe manner consistent with applicable codes and ordinances, whether by the Tenant or by

persons hired by or otherwise authorized by the Tenant. Tenant further agrees that any person or persons performing work will be responsible for obtaining insurance. Tenant will hold the Owner and the Owner's agents free from harm, litigation, and/or claims from any and all persons arising from work or repairs performed on the premises.

Tenant/buyer has been given the opportunity to have the property inspected and by signing this agreement, agrees to accept the property in "as-is" condition.

**(3) INCLUDED IN THE PURCHASE:** The property shall also include all land, together with all improvements thereon, all appurtenant rights, privileges, easements, buildings, fixtures, heating, electrical, air conditioning fixtures and facilities, window shades, Venetian blinds, awnings, curtain rods, screens, storm windows and doors, affixed mirrors, wall-to-wall carpeting, stair carpeting, built-in kitchen appliances, bathroom fixtures, radio and television aerials, landscaping and shrubbery, water softeners, garage door openers and operating devices, and all utility or storage buildings or sheds. The property shall also include the oven/range and refrigerator contained on the premises at the time of the execution of the attached lease; however, the condition of these appliances is not warranted.

**(4) TITLE:** The Owner shall convey marketable title to the property with the above-described inclusions, by good and sufficient General Warranty Deed in fee simple absolute, with release of dower, on or before closing; said title to be free, clear, and unencumbered, except for restrictions and easements of record. Title to be conveyed to the Tenant/Buyer and/or to his assigns or designees.

**(5) CLOSING:** The deed shall be delivered and the purchase money shall be paid at the lending institution or other location of the Tenant/Buyer's choice, no later than SIXTY (60) days after notification to the Owner of the Tenant/Buyer's exercise of this option.

**(6) COSTS AND PRORATIONS:** There shall be prorated between the Owner and the Tenant/Buyer, as of the date of closing, all real estate taxes and assessments, with Tenant/Buyer having responsibility for such items following closing. Tenant/Buyer shall be responsible for title search, deed preparation, loan costs, and all other costs associated with financing and closing.

**(7) LEAD WARNING STATEMENT AND WAIVER.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also presents a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Tenant/Buyer hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IN WITNESS WHEREOF, the parties hereto, have set their hands to this Option to Purchase on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_ .  
WITNESS:

\_\_\_\_\_  
Tenant/Buyer  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant/Buyer  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner  
\_\_\_\_\_  
Date