**PURCHASE AGREEMENT FOR ASSIGNMENT**

This contract between (“Assignor”) and (“Assignee”) is entered into this day \_\_\_\_\_, \_\_\_\_\_.

1. Assignee agrees to pay Assignor the sum of $ .00 in non-refundable consideration for Assignor’s performance under this Agreement payable as follows: $\_\_\_\_\_\_\_\_\_ payable upon the signing of this agreement with the balance of $\_\_\_\_\_\_ payable \_\_\_\_\_\_\_.

2. Assignor will execute an assignment of her contract with , (“Seller”), to purchase the property located at \_\_\_\_\_\_ .

3. In the event that Seller shall prove unable to deliver marketable title, and in no other event, Assignor shall refund all sums paid under this Agreement.

4. Assignor makes no warranties as to the condition, desirability, merchantability, or fitness for a particular purpose of the property that is the subject of the underlying contract. Assignee acknowledges that Assignor is not the owner of the subject property and that Assignee’s sole recourse for any misrepresentation by Seller, or mistake by any inspector or Party to this Agreement or the underlying contract, lies against Seller or any such inspector.

5. Assignee agrees to fully perform, observe, satisfy and discharge all the agreement, promises, conditions, obligations and liabilities of the said Assignor under the underlying contract, and Assignee further agrees to indemnify and save harmless Assignor from and against any liability resulting from or arising under the said contract.

6. In the event that Assignee is unable or unwilling to exercise his rights under the underlying contract, all rights under that contract shall immediately revert to Assignor and Assignor shall retain all sums paid under this Agreement.

7. Should any dispute concerning this Agreement require litigation, the Parties agree that the prevailing Party in such litigation shall be entitled to recover all costs of such litigation including attorney fees.

Witness their hands this day of , .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignee

**DISCLAIMER**

Any estimates by \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_, other employees and agents \_\_\_\_\_\_\_\_\_\_\_ as to the return on investment, cost or extent of rehabilitation required, monthly rent to be expected, monthly cash flow, or eventual profit to result from this transaction were made in good faith, and guided by experience, but are not guaranteed. A variety of factors can impact returns including unexpected repair expenses, unbudgeted vacancies, difficulty collecting rents, changes to the neighborhood, delays in turnover, seasonal difficulties in finding tenants, and many others.

Any recommendations concerning contractors are likewise made in good faith but are not in any way guaranteed. Contractors are changeable and prior good experiences do not guarantee future performance. Additionally, differing personalities will experience different interactions with even the best contractor and it is important to stay aware of the progress on any major job to monitor the ongoing performance of the contractor to catch problems before they become major.

As the Buyer of a piece of investment property you should always make your own independent evaluation of the property, the work it needs, and the financial details, and by signing this Disclaimer you acknowledge that you have done so and are not purchasing the Property in reliance on the estimates provided. Specifically, you certify that you have experience with properties of this type (including experience evaluating potential returns, estimating and performing repairs of the type required for this property, and managing or selling similar properties) or that you have assistance and support from one or more experienced experts NOT including the owners, employees, and agents of Bowie Properties listed above.

Concerning the property located at: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_