

1 JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
2 AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"
3 **CONTRACT FOR PURCHASE AND SALE**

4 **For Use with Vacant Land**

5 **(Complete All Blanks and Delete Inapplicable Language)**

6 LISTING OFFICE: _____ Phone: _____
7 Listing Broker: _____ Broker #: _____
8 Listing Office Address: _____
9 Listing Office License #: _____ Listing Broker License #: _____
10 Email: _____ Phone: _____ Fax: _____
11 Seller's Attorney: _____ Phone: _____
12 Email: _____ Fax: _____
13 Condo/HOA Name: _____ Phone: _____
14 Condo/HOA Contact Name: _____ Email: _____

15
16 SELLING OFFICE: _____ Phone: _____
17 Selling Broker: _____ Broker #: _____
18 Selling Office Address: _____
19 Selling Office License #: _____ Selling Broker License #: _____
20 Email: _____ Phone: _____ Fax: _____
21 Buyer's Attorney: _____ Phone: _____
22 Email: _____ Fax: _____
23 Lender Name: _____ Contact Name: _____
24 Email: _____ Phone: _____ Fax: _____

25
26 Designated agents of the Listing Broker are agents of the Seller. Designated agents of the
27 Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

28 **CONFIRMATION OF CONSENT TO DUAL AGENCY**

29 The undersigned confirm that they have previously consented to _____,
30 Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically
31 consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this
32 document. Seller's Initials: _____ / _____ Buyer's Initials: _____ / _____
33

- 34 1. Seller. To: (SELLER) _____
35 Email: _____ Phone: _____
36 of _____ (Address & Zip Code)
37 2. Buyer. The Undersigned (BUYER) _____
38 Email: _____ Phone: _____
39 of _____ (Address & Zip Code)
40 3. Premises. Offers to purchase the following described real estate situated in (Winnebago)
41 (_____) County, Illinois, commonly known as: _____
42 _____ Property I.D.#: _____
43 (Lot _____) (consisting of _____ acres) and legally described as: _____
44 _____.

- 45 4. Purchase Price. And to pay you \$ _____
46 with \$ _____ as earnest money (a minimum of 5% of the purchase price
47 is recommended) to be tendered by Buyer no later than one business day following the date
48 of the accepted Contract (which earnest money shall be increased to a total of
49 \$ _____ within one business day following the expiration of the Attorney
50 Approval period as set forth in Paragraph 6 herein) to be applied to the purchase price; (if
51 Contract is not subject to 5A financing contingency, Buyer will furnish written verification of
52 funds to close from a financial institution within _____ business days of acceptance of this
53 Contract).
- 54 5. Contingencies. Buyer's obligations pursuant to this Contract are contingent upon the
55 following:
- 56 A. Financing. Obtain by _____, a written mortgage loan commitment
57 containing the following terms: loan amount not less than ____% of the purchase price due in
58 not less than ____ years amortized over _____ years with (Fixed) (Adjustable) interest at not
59 more than ____% per year and lender required flood insurance premiums not to exceed
60 \$ _____ per year, or containing other terms acceptable to Buyer. Buyer shall provide to
61 Seller by the above date a copy of the Lender's loan commitment or upon Seller's request
62 will provide a denial letter if available from Buyer's lender. The issuance of a commitment
63 containing the above-specified terms or Buyer's written acceptance of a commitment
64 containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing
65 costs not exceeding \$ _____ (to include all costs paid to third parties in connection with
66 the closing, prepaid mortgage interest, insurance and tax reserve deposits).
- 67 B. Appraisal. Obtain by _____ an appraisal prepared by an Illinois
68 licensed appraiser indicating the value of the premises to be equal to or greater than the
69 purchase price.
- 70 C. Sale of Property. (Enter into a contract for the sale of property for not less than
71 \$ _____ or a lesser amount as is accepted by _____ and) complete the sale of
72 property in which Buyer now has an interest located at _____
73 _____ on or before _____. Seller reserves the right to
74 accept another bona fide offer subject to the rights of Buyer under this Contract. In the event
75 Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency
76 to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to
77 Seller of removal of this contingency and **all** other Buyer contingencies AND (a) provide a
78 written commitment for a non-contingent bridge loan, OR (b) provide evidence of available
79 funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.
- 80 D. Environmental Assessment. Obtain by _____ a written Phase I
81 environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA
82 and ASTM standards, at (Seller's)(Buyer's) expense and unless such assessment report is
83 disapproved by Buyer in writing by _____ this Contract shall remain in effect.
84 **See Notice Regarding Environmental Liability Immediately Above Signature Lines.**
- 85 6. Attorney's Approval. This Contract is subject to Buyer's and Seller's attorney's written
86 disapproval of this Contract within seven (7) business days of the final acceptance of this
87 Contract. In the absence of notice within the time specified, this provision shall be deemed
88 waived and this Contract shall remain in effect.

- 89 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good
90 faith be carried out, this Contract shall become void and the earnest money shall be returned
91 to Buyer pursuant to the provisions of Paragraphs 10 and 13 hereof.
- 92 8. Closing. This transaction shall be closed on _____ or on such date as mutually
93 agreed by the parties in writing, and Seller shall deliver possession of the premises free of
94 debris **at time of closing**. If by no fault of either party this transaction cannot close by the
95 closing date due to any government regulations or lender requirement, the date of closing
96 shall be extended for the period necessary to satisfy these requirements, not to exceed 7
97 business days. A final inspection of the premises may be made by Buyer within 48 hours
98 prior to closing to determine whether the premises is in the same condition as of the time
99 Buyer entered into the Contract.
- 100 9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association
101 dues, and other similar items shall be prorated and credited along with security deposits and
102 prepaid items through date of closing. Seller shall pay at closing all special assessments,
103 special service area taxes, or fees or other similar items charged against the premises
104 approved, enacted or confirmed prior to date of final acceptance of contract by a public body,
105 private association or a Court.
106 Tax prorations shall be final as of closing and based upon the actual tax bill if known for a
107 specific tax year; otherwise shall be calculated at 105% of the most recent tax rate times the
108 assessment and exemption information published on the county assessor's website within 7
109 business days of final acceptance unless Seller submits to Buyer within 7 business days of
110 final acceptance evidence of changes in the assessment and exemption information. Seller
111 warrants that it has submitted or will submit in a timely manner all necessary documentation
112 to preserve the exemptions through closing and shall provide evidence of the same within 7
113 business days of final acceptance; otherwise, the tax prorations shall be prorated without said
114 exemptions.
115 (Seller represents that as of final acceptance, (Condo) (Homeowner) Association fees are
116 \$_____ per _____ and that a special assessment (of \$ _____)
117 (check one) ___ has not / ___ has been levied).
- 118 10. Earnest Money. The earnest money shall be held by _____, referred to
119 as "Escrowee," for the mutual benefit of the parties in a non-interest bearing account. If an
120 earnest money dispute arises, Escrowee shall be authorized to release the earnest money
121 ONLY upon written direction executed by all parties or order of Court; **provided, however,**
122 **in the event the premises is being sold through a RAAR listing and a dispute solely**
123 **involving earnest money arises, the parties agree to submit the dispute to binding**
124 **arbitration if available through RAAR under arbitration rules and procedures**
125 **approved by RAAR and WCBA.**

- 126 11. Seller Warranty. Seller warrants as of closing that:
- 127 A. Condition of the Premises. Seller agrees to deliver possession of the premises in the
- 128 same condition as it is at the date of this Contract, ordinary wear and tear excepted.
- 129 B. Water/Sanitary. (check one)
- 130 _____ A well/conventional septic system may be installed on premises; or
- 131 _____ Sewer/water is available at the lot line subject to normal connection charges only;
- 132 C. Building Permit. A building permit is obtainable for the construction of a
- 133 _____;
- 134 D. Zoning. The premises are presently zoned _____; and
- 135 E. Hazardous Substances. **Seller warrants that (1) Seller has not conducted, authorized**
- 136 **or permitted the generation, transportation, storage, treatment or disposal at or from**
- 137 **the premises of any hazardous substance as defined by the Federal Emergency Planning**
- 138 **and Community Right to Know Act of 1986, and (2) Seller is not aware of and has not**
- 139 **caused or allowed the release of any petroleum products on or from the premises prior**
- 140 **to closing. This warranty is specifically intended to survive the closing of this**
- 141 **transaction.**
- 142 12. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the
- 143 purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from
- 144 a title company with a closing office located in the county where the premises is located,
- 145 showing merchantable title subject only to the following permitted exceptions: a) all accrued
- 146 taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and
- 147 occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d)
- 148 easements for the use of public utilities; and e) roads and highways. If Seller cannot deliver
- 149 merchantable title to Buyer at closing subject only to permitted exceptions, this Contract
- 150 shall be voidable at Buyer's option and the earnest money shall be returned to Buyer.
- 151 13. Liquidated Damages. SHOULD BUYER FAIL TO PERFORM THIS CONTRACT
- 152 PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY
- 153 SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE
- 154 PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS
- 155 CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF
- 156 THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO
- 157 REASONABLE ATTORNEYS FEES AND COSTS.
- 158 14. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.
- 159 15. Closing Documents and Funds. At closing Seller shall convey merchantable title to the
- 160 premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by
- 161 stamped recordable warranty deed or such other appropriate deed or agreement for deed as
- 162 required. The title company closing fee shall be paid by a Buyer with a mortgage and shall
- 163 be divided equally between the parties if Buyer has no mortgage. The remainder of the
- 164 purchase price or any further part of it then due shall be paid and all documents required by
- 165 the transaction shall be signed and delivered.
- 166 16. Governmental Compliance. The parties agree to comply with the following federal or state
- 167 acts when applicable:
- 168 A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
- 169 B. Federal Real Estate Settlement Procedures Act (RESPA); and
- 170 C. Illinois Good Funds Act.

171 17. Notices. All required notices shall be in writing and shall be served directly upon any one of
172 the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by
173 (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail
174 address has been furnished by the recipient or is shown on this Contract. Notices shall be
175 deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail
176 transmission regardless of the time of actual receipt by the other party, or their attorney, or
177 real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the
178 notice to eliminate contingency shall be required pursuant to Paragraph 5C of this Contract.
179 For purposes of execution of this Contract and providing subsequent notices, including
180 contingency removals, any electronically signed document or document transmitted by FAX
181 or e-mail shall be treated as an original document. Business days are defined as Monday
182 through Friday excluding federal holidays.

183 18. Entire Agreement. Following execution by the last party, this Contract shall be deemed
184 effective only upon delivery to the other party, as provided for notices in the preceding
185 paragraph. This document represents the entire agreement and shall be binding upon the
186 parties, their heirs, successors, and assigns.

187
188 19. Optional Standard Clauses. The following Optional Standard Clauses shall apply only if
189 initialed by all parties: (**Identify applicable clauses and initial, complete, and make**
190 **applicable deletions**)

191
192 Seller's Buyer's
193 Initials Initials

194
195 ___/___ ___/___ A. Cancellation of Prior Contract. This Contract is subject to the cancellation
196 of Seller's prior contract by _____.

197 ___/___ ___/___ B. Flood Certification. (For use with cash or Seller financed transactions
198 only.) This Contract is subject to Buyer obtaining within seven (7)
199 business days of the acceptance of this Contract, a determination that the
200 premises are not located in a FEMA designated special flood hazard ("A
201 Zone") area or this Contract shall be void.

202 ___/___ ___/___ C. Survey Rider is incorporated by reference.

203 ___/___ ___/___ D. Agreement for Deed Rider is incorporated by reference.

204 ___/___ ___/___ E. Tax-Deferred Exchange. The parties agree to cooperate in the completion
205 of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue
206 Code; provided, however, that no party shall be required to accept conveyance of and re-convey
207 other premises unless specifically agreed to in writing by them. A party's rights under this
208 Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker"
209 exchange.

210 **NOTICE TO PARTIES**

211 **BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING**
212 **LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY**
213 **SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION**
214 **WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, OR**
215 **REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE THAT THEY**
216 **HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL**
217 **COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.**

218
219 *****NOTICE REGARDING ENVIRONMENTAL LIABILITY*****

220 **BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE**
221 **OWNERSHIP OF REAL ESTATE THAT MAY BE AFFECTED BY**
222 **ENVIRONMENTAL DEFECTS OR OTHERWISE SUBJECT TO FEDERAL AND/OR**
223 **STATE ENVIRONMENTAL REGULATIONS, SELLERS AND BUYERS ARE**
224 **ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO**
225 **EXECUTING A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH**
226 **LIABILITY RISKS AND REGARDING ADDITIONAL CONTRACT LANGUAGE**
227 **ADDRESSING THE ASSESSMENT OF ENVIRONMENTAL LIABILITY RISKS.**

228 Dated: _____ and to be accepted by: _____

229 BUYER: _____ BY: _____

230 Presented to Seller _____ (date) Seller's Initials: ___/___

231 Countered: _____ with counteroffer to be accepted by: _____

232 SELLER: _____ BY: _____

233 Date of Final Acceptance & Delivery: _____ **(Insert after all terms and conditions**
234 **have been agreed upon)**

235 Escrowee acknowledges receipt of the earnest money select one: ___ Cash ___ Check ___ Note

236 Amount: \$ _____

237 Escrowee Name: _____ Signature: _____