

COMMERCIAL PURCHASE LETTER OF INTENT

Effective Date: _____

RE: Intent to Purchase Commercial Property

This commercial purchase letter of intent (the "Letter of Intent") represents the basic terms for an agreement between the Buyer and Seller. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

I. The Buyer: _____ (the "Buyer").

II. The Seller: _____ (the "Seller").

III. Property Address: _____ (the "Property").

Additional Description: _____.

IV. Purchase Price: The Buyer shall purchase the Property for _____ Dollars (\$ _____) (the "Purchase Price").

V. Purchase Terms: Payment of the Purchase Price shall be made in the following manner:

_____.

VI. Bank Financing: The Buyer has made it known that their ability to purchase the Property is conditional not conditional on their ability to obtain financing.

If the purchase is conditional on financing, it shall be under the following terms:

_____.

VII. Closing: The Closing shall occur on _____, 20____, or earlier by mutual agreement (the "Closing"). Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.

VIII. Closing Costs: All costs associated with the Closing shall be the responsibility of the Buyer the Seller both Parties bearing their own expenses.

IX. Possession: Possession of the Property shall be given on _____, 20____, or earlier by mutual agreement (the "Possession"). Any extension to the Possession must be agreed upon in writing by the Buyer and Seller.

X. Property Inspection: After a binding Purchase Agreement has been made, the Buyer shall hold the right to have the condition of the Property inspected by a person of their choosing. The inspection shall occur no later than ____ days after a Purchase Agreement has been made.

After the Property has been inspected, the Buyer shall have an additional ____ days to report any new disclosures to the Seller in writing. If the Buyer and Seller cannot reach a mutual agreement within ____ days after delivery of the written disclosures, the Purchase Agreement shall be terminated with any earnest money being returned to the Buyer.

XI. Binding Effect: This Letter of Intent shall be considered: (Initial and Check)

____ - **Binding** – Therefore, the Parties acknowledge that remedies at law will be inadequate for any breach of this Letter of Intent and consequently agree that this Letter of Intent shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights at law or in equity of the Parties under this Letter of Intent.

____ - **Non-Binding** – Therefore, the Parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching an agreement in the future, of which the Buyer and Seller are not bound.

XII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Seller shall not engage in negotiations for the sale of the Property with any other party unless either the Buyer and Seller agree in writing to terminate this Letter of Intent, or the Buyer and Seller fail to sign a Purchase Agreement by _____, 20____.

XIII. Additional Provisions: _____

_____.

XIV. Currency: All mentions of currency or the usage of the “\$” icon shall be known as referring to the US Dollar.

XV. Governing Law: This Letter of Intent shall be governed under the laws of the State of _____.

XVI. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Intent by no later than _____, 20____.

BUYER

Buyer’s Signature _____ Date _____

Print Name _____

SELLER

Seller’s Signature _____ Date _____

Print Name _____

