

HOLIDAY HOMES OF ST. JOHN, INC.
P.O. Box 40, Cruz Bay, St. John, VI 00831
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SAMPLE

CONTRACT OF SALE (HOME)

THIS AGREEMENT DATED THE _____ DAY OF _____, 2008, BETWEEN:

BUYERS, _____, and SELLERS, _____

1. The Buyers agree to purchase and the Sellers agree to convey, the following described real estate under the terms and conditions hereinafter set forth:

Parcels #
Quarter
St. John, U.S. Virgin Islands

consisting of ___ acre +/-, as shown on OLG # _____ and/or tax map # ____, together with all improvements thereon and all fixtures, appliances and furnishings therein. Inventory to be supplied by Sellers in writing within SEVEN (7) days of acceptance of this Contract and agreed to by Buyers.

2. The Buyers shall pay the purchase price of _____ DOLLARS (\$____,000.00) payable as follows:

A. ONE THOUSAND DOLLARS (\$1,000.00) herewith receipted and deposited in escrow with the Listing Broker as an earnest money deposit;

B. Within SEVEN (7) days of full execution of this Contract Buyers shall deposit additional monies into Realtor's® Escrow account to bring the total earnest money deposit up to TEN PERCENT (10%) of the purchase price.

C. The balance shall be paid at Closing:

3. The Listing Realtor® hereby agrees to hold the earnest money deposit in its escrow account and shall apply the earnest money as set forth herein. If any dispute arises between Buyers and Sellers over the return or forfeiture of the earnest money deposit, Realtor® shall RETAIN the earnest money deposit in its escrow account until it has received a written release from all parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Realtor® shall be entitled to recover its actual and reasonable expenses incurred in connection with such a dispute out of the earnest money deposit.

4. Sellers shall execute this Contract within 24 hrs. of the time it has been signed by the Buyers or else it shall be null and void, and the deposit paid hereunder shall be promptly refunded to the Buyers.

5. The closing shall take place on St. Thomas or St. John, U.S. Virgin Islands on or about __, 200__; however, failure to do so for any legitimate reason, due to the VI Government or an "Act of God", shall not nullify this Contract provided the Closing takes place within THIRTY (30) days of said date. Time is then of the essence.

6. Sellers can and will deliver at the Closing marketable title via a Warranty Deed for the real estate free and clear of any and all encumbrances. Seller will pay the cost of preparing the deed or sales document. **Buyer and Seller will split the costs of securing the necessary attest and affixing the necessary tax stamps thereon.** Real estate taxes, interest, insurance, utility expenses, rent, security deposits and common charges, if any, shall be prorated to the date of Closing.

7. Sellers will provide, at their expense, a legally acceptable description of the real estate by survey drawing, metes and bounds description, measure brief, or other means for the purpose of preparing proper sales documents. The Sellers shall at their expense provide for the placement or location of boundposts on the property in identifiable positions. This sale shall be subject to recorded easements, restrictions, reservations, and Virgin Islands' laws, rules and regulations; the Buyers shall have TEN (10) days from the date of full execution of this Agreement to inspect the same and shall be deemed to consent to them unless they file written objections by the end of said period with the Listing Realtor®, as agent for the Sellers.

8. The Buyers acknowledge and agree that the property is being sold AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS. Any inspection period is a time period for Buyers to ascertain the condition of the property with the knowledge that if the Buyers proceed with the sale Buyers are accepting the condition with no representations or warranties by the Sellers or Broker whatsoever, except as specifically set forth herein. In no case shall Realtor® be held responsible for damage or defects to the property and Realtor® makes no professional or personal claim as to the condition of the property except as presented to her by the Sellers. Sellers believe that, to the best of their knowledge and except as disclosed to Buyers, the property is free of major structural, electrical and plumbing defects and, in the case of a structure with major wooden components, free of significant termite damage. If desired, the Buyers or their designees may inspect the property within TEN (10) days of full execution of this Contract, for the purpose of inspecting the condition of the property. Sellers shall be notified in writing by Buyers within TWO (2) days of Buyers' inspection, of any defects or termite damage discovered by Buyers which were not previously disclosed to Buyer. Failure to notify is deemed as acceptance of the property. In the event of notification of defects Sellers shall, at their option, correct said structural, electrical or plumbing defects, or termite damage, or Buyers and Sellers shall have the right to terminate this Contract with neither party having any further claim against the other, except that the deposit paid hereunder shall be refunded to the Buyers forthwith and in full.

9. At Closing Sellers shall provide Buyers with copies of any and all documents, which are pertinent to this property including but not limited to the following: surveys, architectural and mechanical drawings, plans, etc. Additionally Sellers shall provide any appliance and fixture warranties and /or instruction books, purchase receipts, etc. that they may have in their possession for appliances and fixtures with warranties currently in effect.

10. Sellers agree that at closing property shall be broom clean and in essentially the same condition as it is in at present. Buyers, or their designated agent, reserve the right to inspect the property prior to settlement and all appliances and systems must be in proper working condition.

11. Sellers shall bear all risk of loss prior to closing, including but not limited to total or partial destruction of the building and contents due to casualty. Sellers' inability to deliver property as it existed at the time of signing of this Contract of Sale shall give Buyers the option to terminate this Contract and shall obligate Sellers to pay the costs set forth herein. Buyers shall also have the option of reducing the purchase price by the amount of loss and/or damage as determined by a licensed Virgin Island appraiser mutually agreeable to both parties.

12. The Buyers may obtain, at their expense, a title insurance policy with normal Virgin Islands exceptions on the property as of the date of Closing.

13. In the event of a survey problem or title defect that cannot be cleared prior to Closing, the Buyers, at their option, shall be released from any and all obligations hereunder and his deposit shall be refunded forthwith and in full. In such event, Realtor's® professional service fee is deemed to have been earned, and the Sellers shall forthwith pay the Realtor® the agreed to fee in full.

14. If, after expiration without objection of the time periods provided for herewith, or of any other contingencies specified herein, the Buyers fail to consummate this sale for any reason except a survey or title defect which cannot be cleared prior to closing, Buyers shall forfeit to Realtor® as liquidated damages an amount equal to FIVE percent (5%) of the purchase price and FIVE percent (5%) as liquidated damages to Sellers or specific performance may be enforced.

15. Sara Lovegreen of Holiday Homes of St. John, Inc., and _____ of _____ are recognized as the Realtors® who have rendered personal professional services in this transaction, and the Sellers agree to pay _ as Listing Realtor®, at Closing, the Professional Service Fee agreed to in the Listing Agreement.

16. This Contract states the entire Agreement between the parties hereto and no oral statement or representation not contained in this Contract shall have any force or effect. The provisions of this Contract cannot be changed, except by an instrument in writing signed by both parties. This agreement shall be binding upon the heirs, successors, legal representatives and assigns of all parties hereto.

17. Buyers and Sellers agree to accept each others' FAXED signatures as legally binding for the purposes of this Contract.

18. Buyers and Sellers hereby acknowledge that all Realtors® referred to herein have disclosed their agency relationship and certify that they have received an executed copy of the Agency Disclosure from each Realtor® prior to executing this Contract of Sale.

19. Buyers and Sellers hereby acknowledge that they have been advised of Lead Warning. See Lead Warning disclosure attached ___;

20. OTHER CONDITIONS TO BE INCORPORATED INTO THIS CONTRACT OF SALE:

READ CAREFULLY BEFORE SIGNING AND CONSULT AN ATTORNEY AND YOUR TAX ADVISOR AS TO THE CONSEQUENCES OF THIS CONTRACT OF SALE. THIS IS A LEGALLY BINDING CONTRACT.

Both Buyers and Sellers hereby acknowledge that they have each received a copy of this Contract of Sale.

DATE: TIME: BUYER:
WITNESSES:

_____ SS#
DATE: TIME: BUYER:
WITNESSES:

_____ SS#

DATE: TIME: SELLER:
WITNESSES:

_____ SS#

DATE: TIME: SELLER:
WITNESSES:

_____ SS#

RECEIPT is hereby acknowledged of payment of the earnest money deposit in the amount of ONE THOUSAND DOLLARS (\$1,000.00) to the _____ Escrow Account.

DATE: _____
Escrow Agent: _____