



52 OPTIONAL - THE NAME OF BUSINESS PROPOSED TO BE PURCHASED AND SOLD IS \_\_\_\_\_

53 \_\_\_\_\_

54  
55 This letter shall serve as an expression of the intent on behalf of the above-named Proposed Purchaser/Lessee,  
56 or nominee, to negotiate in good faith regarding the possible acquisition or lease of the above captioned property  
57 (hereinafter referred to as "Subject Premises") from the above named Proposed Seller/Lessor.

58  
59 The Contract or Lease to be negotiated may include terms or conditions either consistent with or inconsistent  
60 with those set forth herein and may include other conditions as the parties may agree to include.

61  
62 Subject to terms yet to be agreed, Proposed Purchaser/Lessee or its nominee proposes to purchase or lease the  
63 Subject Premises in accordance with a written agreement which is yet to be negotiated or executed (hereinafter  
64 referred to as "Contract" or "Lease"), but which, not by way of limitation, shall include the following:

65  
66 1. **PROPERTY:** The Subject Premises has approximate lot dimensions of \_\_\_\_\_  
67 Square feet/acres, together with features, amenities, and easements, as generally described on an  
68 Addendum attached hereto and made a part hereof, or is contained in the attached listing sheet prepared  
69 by \_\_\_\_\_, the Proposed Seller's/Lessor's Listing Agent.

70  
71 **(Optional)** If the Subject Premises contains a business that is to be purchased and sold, the features  
72 of such business shall be set forth on the attached listing sheet prepared by \_\_\_\_\_  
73 \_\_\_\_\_, the Proposed Seller's/Lessor's Listing Agent.

74  
75 2. **SUBMISSION OF OFFER:** The Proposed Purchaser/Lessee shall within \_\_\_\_\_ calendar days after  
76 the date of execution of this Letter of Intent submit to the Proposed Seller/Lessor or to the Attorney for  
77 the Proposed Seller/Lessor, if one is listed herein, an offer to purchase or lease the Subject Premises  
78 in the form of a Proposed Contract/Lease signed by the Proposed Purchaser/Lessee setting forth with  
79 particularity all of the terms of the contemplated transaction. The parties agree to negotiate in good  
80 faith. Neither party to this Letter of Intent shall have any responsibility to continue negotiations in the  
81 event that Proposed Seller/Lessor enters into a contract to sell or lease the Subject Premises to a third  
82 party or the parties fail to enter into a contract or lease on or before 6:00 pm on the date \_\_\_\_\_  
83 \_\_\_\_\_ days after the date of execution of this Letter of Intent.

84  
85 3. **CONSIDERATION:** Assuming that a Contract for sale and purchase or Lease of the Subject Premises  
86 can be entered into by and between the Proposed Purchaser/Lessee and Proposed Seller/Lessor,  
87 Purchase Price or Rent shall be \_\_\_\_\_ Dollars  
88 (\$\_\_\_\_\_). In the alternative, or in the event of a lease, the Purchase Price or Rent may be  
89 expressed as \$\_\_\_\_\_ per square foot.

90  
91 **(Optional)** If applicable, assuming that a Contract of sale and purchase of the Business can be entered  
92 into by and between the Proposed Purchaser/Lessee and Proposed Seller/Lessor, Purchase Price for the  
93 Business, in addition to the consideration for the Subject Premises, shall be  
94 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

95  
96 Upon the signing of a written Contract accepted by the Proposed Seller, or within \_\_\_\_\_ days  
97 thereafter, Proposed Buyer shall pay Proposed Seller the sum of \_\_\_\_\_  
98 \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) as and for earnest money to  
99 be deposited with and held by for the mutual benefit of the parties and which shall be applied to the  
100 purchase price. The Contract may provide for the deposit of additional earnest money in an amount or  
101 amounts and within the time period set forth in the Contract. The balance of the Purchase Price should

SELLER INITIALS: \_\_\_\_\_ SELLER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

be paid at closing, unless the Contract shall provide otherwise.

4. **CLOSING DATE:** The Contract/Lease may provide for a closing/occupancy date within \_\_\_\_\_ (\_\_\_\_\_) days after satisfaction of all contingencies to be set forth in the Contract, or on the date, if any, to which said date is extended by reason of title discrepancies, or on a specific date to be negotiated by and between the parties and at a location provided in the Contract.

5. **DUE DILIGENCE:** The Contract/Lease may provide for a period of \_\_\_\_\_ days after the execution of the Contract/Lease, for the Proposed Purchaser/Lessee to conduct whatever investigation the Proposed Purchaser/Lessee may deem necessary regarding the condition of the Subject Premises and/or regarding any other factor lawfully to be included in the Contract/Lease.

6. **COMMISSION:** The Proposed Seller/Lessor acknowledges that in the event that a contract or lease is entered into by the parties a commission shall be due to the Broker for the Proposed Seller/Lessor in accordance with the Commission Agreement.

7. **PROPERTY TO REMAIN ON THE MARKET:** The signing of this Letter of Intent shall not act to prevent the Proposed Seller/Lessor from continuing to market the Subject Premises or offering it for sale or lease to a third party.

8. **NOTICES:** Any notices to be delivered pursuant to this Letter of Intent shall be in writing and shall be addresses to the following:

Proposed Purchaser/Lessee:	Proposed Seller/Lessor:
Name: _____	Name: _____
Firm Name: _____	Firm Name: _____
Address: _____	Address: _____
City: _____	City: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

Attorney for Proposed Purchaser/Lessee:	Attorney for Proposed Seller/Lessor:
Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

Any notices to be given pursuant to this Letter of Intent shall be sent via certified mail (with return receipt requested), via ordinary mail or via facsimile to those named above. In the event that a contract is entered into between the aptries, the Contract shall specify the manner in which and upon whom such notices shall be served.

SELLER INITIALS: \_\_\_\_\_ SELLER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

153 *The following is for information only.* Courtesy copies should be sent to the Brokers for the respective  
154 parties at the addresses provided, although failure to provide such courtesy copies should not be deemed  
155 to render such notice invalid:  
156

157 Broker for Proposed Purchaser/Lessee:

Broker for Proposed Seller/Lessor:

158 \_\_\_\_\_  
159 Firm Name:

\_\_\_\_\_

160 \_\_\_\_\_  
161 Name of Agent/Licensee:

\_\_\_\_\_

162 Address: \_\_\_\_\_

Address: \_\_\_\_\_

163 City: \_\_\_\_\_

City: \_\_\_\_\_

164 Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

165 Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

166 Email: \_\_\_\_\_

Email: \_\_\_\_\_

167  
168 PROPOSED PURCHASER/LESSEE:

PROPOSED SELLER/LESSOR:

169 \_\_\_\_\_  
170 By: \_\_\_\_\_

\_\_\_\_\_

Signature

Signature

171 \_\_\_\_\_  
172 By: \_\_\_\_\_

\_\_\_\_\_

173 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SELLER INITIALS: \_\_\_\_\_ SELLER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_