

OPTION TO PURCHASE REAL ESTATE

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

This Option to Purchase Real Estate Agreement ("Option Agreement" or "Agreement") is made the day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, and all title holders to the property and/or assigns ("Optionor"), and \_\_\_\_\_ ("Optionee").

1. WITNESSETH THAT: The Optionor, in consideration for being paid a Non-Refundable Option Fee of (\$) \_\_\_\_\_ and other good and valuable consideration, acknowledges that Optionee has an exclusive Option to buy the property described in this agreement.

2. THE PROPERTY: All that tract of land lying and being in Land Lot \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section of \_\_\_\_\_ County, Georgia, and being known as:

Address \_\_\_\_\_, City \_\_\_\_\_,

\_\_\_\_\_ Georgia, Zip Code \_\_\_\_\_, according to the present system of numbering in and around this area, being more particularly described as Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County, Georgia records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property". The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this Agreement by reference.

3. TERM OF THIS OPTION AGREEMENT: This Option Agreement is for \_\_\_\_\_ year (s), and \_\_\_\_\_ month(s). This Option Agreement begins on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement expires at 11:59 PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

4. OPTION EXTENSION: This Option Agreement may be extended for \_\_\_\_\_ year(s), and \_\_\_\_\_ month(s). For this to occur, the Optionor must first agree in writing to give the Optionee an extension, and the Optionee must pay a non-refundable Option Extension Fee of \$ \_\_\_\_\_.

5. PURCHASE PRICE AND METHOD OF PAYMENT: At the end of this Agreement, the purchase price of the Property to be paid by the Optionee at closing is:

\_\_\_\_\_ US Dollars, \$ \_\_\_\_\_ . It is to be paid in cash or its equivalent, less the Non-Refundable Option Fee in the amount of \$ \_\_\_\_\_ listed in Section 10 of this Agreement, and a (if any) pre-determined amount of each month's on-time rental payment (See Section 11).

6. CURRENT PURCHASE PRICE: If the Property were purchased on the beginning day of this Agreement, the purchase price of the Property to be paid by the Optionee at closing would be:

\_\_\_\_\_ U.S. Dollars,  
\$ \_\_\_\_\_. The purchase price for the Property will increase daily at a rate of \_\_\_\_ % per annum, starting on the day this Option Agreement begins and ending when the Property is purchased or when this Agreement terminates.

7. NO PRE-PAYMENT PENALTY: This Agreement has no pre-payment penalty. The Optionee may purchase the Property at any time up to the date this Agreement expires.

8. OPTIONOR'S MAILING ADDRESS AND TELEPHONE NUMBER: The Optionor's mailing address is:

\_\_\_\_\_. The Optionor's telephone number is \_\_\_\_\_.

9. OPTIONEE'S MAILING ADDRESS AND TELEPHONE NUMBER: The Optionee's mailing address is \_\_\_\_\_ . The Optionee's telephone number is \_\_\_\_\_.

10. NON-REFUNDABLE OPTION FEE: \$ \_\_\_\_\_ of Optionee's Non-Refundable Option Fee will be applied to the purchase of the Property. The closing must take place within the agreed upon Option period (See Section 3). If Optionee does not exercise Option to Purchase, then Optionor shall retain entire Non-Refundable Option Fee as liquidated damages.

11. MONTHLY RENT CREDIT: \$ \_\_\_\_\_ of each month's rental payments that are received in a timely manner will be applied to the purchase of the Property. The closing must take place within the agreed upon Option period (See Section 3). If Optionee does not exercise Option to Purchase, then Optionor shall retain any and all portions of rental payments that would have been applied to the purchase of the Property as further liquidated damages.

12. NOT DELINQUENT: In order for Optionee to exercise this Option Agreement, Optionee cannot be delinquent and must be current on all rental payments owed for the Property.

13. EXERCISING OPTION: Option must be exercised by written notice on or before the expiration date of this Option Agreement (including any agreed upon extensions). The Optionee must give the Optionor written notification of intent to exercise Option no later than thirty (30) days prior to purchase.

14. PURCHASE AND SALE AGREEMENT: In the event the Optionee exercises Option to Purchase Property, the Purchase and Sale Agreement (see Attachment "A"), made a part hereof by reference, will dictate the terms and conditions of the sale of the Property.

15. TIME: Time is of the essence for this Option Agreement.

16. SEVERABILITY: In the event any part of this Option Agreement be construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Option Agreement.

17. GOVERNING LAW: This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the state of Georgia. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in \_\_\_\_\_ County, State of Georgia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not declared by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued, regardless of whether damages were otherwise as of said time calculable.

18. REPAIRS & MAINTENANCE: As additional consideration for purchasing the Property, Optionee agrees to maintain the Property and any appliances therein in same condition as when this agreement was first written. Optionee shall cause all repairs to be made in a professional and workmanlike manner, and Optionee agrees that failure to perform routine maintenance and needed repairs at the Property shall constitute an event of default under this agreement.

19. ENTIRE AGREEMENT: This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties, and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written. If more than one party is shown as Optionor or Optionee, and should less than all sign, then the party or parties signing warrant they are acting as agent to sign for any party not signing this Agreement.

As to Optionor, signed, sealed and delivered in the presence of:

\_\_\_\_\_ (Sign)

Witness

\_\_\_\_\_ (Sign)

Optionor/Date

\_\_\_\_\_ (Sign)  
Notary Public & SEAL

\_\_\_\_\_ Optionor (Printed Name)

(Sign)

\_\_\_\_\_

Optionee/Date

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Optionee (Printed Name)

Instructions: Attach to this agreement "Attachment A" which is to be a Purchase & Sale Agreement to be utilized in the event Optionee exercises this option to purchase. Under Purchase Price, fill in with "See attached Option Agreement for Purchase Price." In most situations, this Option Agreement is to be executed simultaneously with a Lease Agreement, and this Option Agreement should be attached thereto and incorporated therein by reference. However, if it is the desire of the parties to do so, the Option Agreement may be added at any time after the Lease Agreement begins. It is advised that all parties consult their legal advisor before signing any legally binding documents.