

# Tax ID Max-EEP Long Term Purchase Agreement

THIS LONG-TERM PURCHASE AGREEMENT ("Agreement") is made effective as of the effective date listed below ("Effective Date"), by and between Tule River Homebuyer Equity Agency ("Lessor"), located at 31071 CA-190, Porterville, CA 93257 and the tenant(s) listed below ("Tenant"). Lessor and Tenant are referred to individually as "Party" or collectively as the "Parties".

**TENANT: [TENANT(S) NAME, ADDRESS, EMAIL, AND PHONE #]**

**PREMISES: [STREET ADDRESS OF PREMISES]**

**EFFECTIVE DATE: [DATE TENANT WILL TAKE OCCUPANCY]**

IN CONSIDERATION of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties now agree as follows.

1. **RESIDENTIAL LEASE AGREEMENT.** The Parties acknowledge and agree that they entered into a Residential Lease Agreement on even date herewith, which governs Tenant's use and occupation of the Premises. Nothing in this Agreement shall affect Tenant's obligations or Lessor's rights under the Lease, which shall remain in full force and effect. All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Lease.
2. **GRANT OF OPTION.** Tenant shall pay Lessor \$[OPTION FEE] ("Option Fee") in exchange for the revocable option to obtain an undivided fee simple ownership interest in the Premises, subject to the terms of this Agreement and Tenant's compliance under this Lease ("Option"). The Option Fee shall be non-refundable to Tenant regardless of whether Tenant exercises the Option.
3. **OPTION PERIOD.** Tenant shall have the right to exercise the Option at any time after the Effective Date, subject to the expiration or termination of the Lease, and Lessor's right to terminate the Option pursuant to Section 4 of this Agreement, below ("Option Period"). The Option and this Agreement shall automatically terminate upon expiration or termination of the Lease.
4. **LESSOR'S RIGHT REVOKE OPTION.** Lessor retains the right to revoke the Option at any time during the Option Period if Tenant has failed to cure an Event of Default pursuant to Section 18 of the Lease.
5. **OPTION PRICE.** Tenant shall pay the option purchase price corresponding to the numbered month of the Lease Term Tenant seeks to exercise the option listed in the "Long Term Purchase Price Schedule," attached and incorporated here as Schedule A ("Purchase Price").
6. **EXERCISE OF OPTION.** To exercise the Option, Tenant shall provide Lessor written notice of its intent to exercise the Option ("Notice of Exercise") including Tenant's good faith understanding of the Purchase Price and a proposed closing date not more than ninety (90) days in the future. Within ten (10) days of its receipt of the Notice of Exercise, the Lessor shall reply to the Notice of Exercise either accepting the Purchase Price and providing a standard purchase and sale agreement and instructions for closing, or, contesting the Tenant's right to exercise the Option pursuant to the terms of this Agreement ("Reply"). Tenant understands and acknowledges that the Lessor will not share in any appreciation or depreciation in the value of the Leased Premises if Tenant has properly exercised the Option to Purchase and title is transferred to Tenant.

7. CLOSING. Pursuant to the closing instructions set forth in the Reply, Tenant and Lessor shall execute a standard form residential real property purchase and sale agreement to Premises. Tenant shall secure financing, meet any other conditions required in the purchase and sale agreement, and close the purchase and sale of the Premises within one hundred twenty (120) days after providing the Notice to Exercise ("Closing"). Tenant shall continue to comply with all terms and conditions of the Lease and this Agreement at all times prior to closing. If Tenant fails to close within one hundred twenty (120) days, Lessor's offer set forth in the Reply shall automatically terminate. Tenant shall execute all documents required for the Lessor to convey title to the Premises to Tenant. Tenant shall pay the Purchase Price, any other amounts due under the Lease and this Agreement, and any amounts due under any mortgage encumbering the Premises at Closing, and all costs and expenses associated with transferring the Premises, such as sales commissions, transfer taxes, or title or escrow fees. The final Purchase Price shall be adjusted to reflect the actual date of Closing.
8. ASSIGNMENT OF OPTION. Provided that Tenant is not in default under this Agreement or the Lease, Tenant may submit a written request to assign its rights and obligations under this Agreement. Tenant's written request must contain the name of the proposed assignee and an intended closing date not more than ninety-days (90) in the future. Any such assignment must be made in accordance with the terms of a form of assignment provided by Lessor. Upon sale of the Premises, Tenant shall receive the sales price less the Purchase Price, less any costs of sale including prorations of taxes and any and all other property assessments. Notwithstanding the terms of any assignment by Tenant to a third-party assignee, the Lease shall continue in effect and Tenant's right to possess the Premises shall continue until the closing of the sale of the Premises after assignee exercises the Option pursuant to the terms of this Option Contract. Any purchase under an assignment of the Option must occur within ninety (90) days of the assignment.
9. TERMINATION OF OPTION PERIOD. If the Option Period is terminated, either by expiration of the Lease, or revocation of the Option pursuant to the terms herein, Tenant agrees to execute and deliver any instruments and perform any acts which may be necessary to fully effectuate such termination, including canceling any recordings made, in any and all U.S. jurisdictions. If Lessor is unable for any reason to secure Tenant's signature to any document required to effectuate, file, register or memorialize the revocation of the Option, Tenant hereby irrevocably designates and appoints Lessor and Lessor's authorized officers and agents as Tenant's agents and attorneys-in-fact to act for and on Tenant's behalf and instead of Tenant to take all lawfully permitted acts to further effectuate, file, register or memorialize the revocation of the Option, all with the same legal force and effect as if executed by Tenant. The foregoing is deemed a power coupled with an interest and is irrevocable.
10. MISCELLANEOUS.
  - a. INSPECTION AND DILIGENCE. Tenant acknowledges and agrees that it has been in possession of the Premises pursuant to the Lease and has had ample opportunity to know, inspect, examine or otherwise discover the condition of the Premises, and discuss those with Lessor, prior to exercising the Option. Lessor makes no warranty or representation with respect to the condition of the Premises, and Tenant is responsible for all due diligence regarding intended use of the Premises and the condition of the Premises and all improvements.
  - b. NOTICES. Any notice to be given under this Agreement shall be in writing addressed to the Party at the addresses set forth herein by email and certified mail. Each party hereto shall accept notices

sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

- c. **WAIVER OF JURY TRIAL, CLASS ACTION, SET-OFF OR COUNTERCLAIM.** Tenant waives all rights to trial by jury in all matters, and proceedings to resolve a dispute shall be conducted solely on an individual basis. Tenant shall not seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which Tenant acts or proposes to act in a representative capacity.
- d. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Premises is located.
- e. **FURTHER ASSURANCES.** Each Party agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Lease.
- f. **SUBORDINATION.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
- g. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable, provided such severability does not materially affect the basic understanding of the parties hereto as reflected in this Agreement.
- h. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- i. **COUNTERPARTS.** This Agreement may be executed in counterparts, in ink or by digital signature, each of which shall be fully effective as an original.
- j. **NON-WAIVER.** No indulgence, waiver, election, or non-election by Lessor under this Agreement shall affect Tenant's duties and liabilities hereunder.
- k. **MODIFICATION.** This Agreement may only be changed or altered by a written amendment signed by the Parties.
- l. **ENTIRE AGREEMENT.** This Agreement, and all exhibits or schedules referenced herein, fully incorporates all understandings, representations and promises related to the subject matter herein and supersedes all prior representations, agreements, and promises, whether oral or written.



**SCHEDULE A**

**LONG TERM PURCHASE PRICE SCHEDULE**

[attach the worksheet with pricing schedule from excel]