



AGREEMENT TO PURCHASE

Community Name: _____

Address: _____

City: _____ State: _____

This **AGREEMENT** entered into on the _____ day of _____, 20____, by and between, _____ or his/her/their assignee(s), herein referred to as “Buyer”, and _____ herein after referred to as “Seller”.

1. **PROPERTY PURCHASED:** In consideration of the mutual promises herein contained, the Seller agrees to sell, and the Buyer agrees to buy, in accordance with the terms and described conditions of this Agreement, the following property, situated in the City of _____, and the County of _____, and the State of TEXAS, and described as follows: _____.

MANUFACTURER: _____

MODEL: _____

DATE OF MANUFACTURE: _____

LABEL #: _____

SERIAL #: _____

Buyer’s Waive the right for a Home Inspection: _____ (Buyer’s Initials)

2. **PRICE AND TERMS:** Buyer hereby agrees to pay for said Property the sum of:

Dollars: _____

Payable as follows:

A. The buyer agrees to pay: _____
DOLLARS _____ as a down payment.

B. Balance due at closing: _____
DOLLARS _____

C. In addition, Upon Seller(s) acceptance of this Agreement, the Down Payment shall be deposited by the Seller(s) Agent.

3. **SELLER(S) CERTIFICATION:** Seller(s) certifies to Buyer(s) that, to the best of Seller(s) knowledge; (a) there is no termite damage to the said Property; (b) a Warranty and Disclosure Statement has been executed as required and is attached to this agreement,



(not needed for preowned and park models); (c) said Property is sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.

4. **INSPECTION:** Seller(s) agrees to give Buyer(s), and/or his agent, access to Property prior to closing to inspect the entire premises.
5. **CONVEYANCE AND CLOSING:** Both parties agree to transfer title to the Property on or before _____ at a location agreed by both parties. If different than Closing, possession shall be given to the Buyer(s) on or before _____.
6. **PRORATIONS:** There shall be prorated between the Seller(s) and Buyer(s) as of closing, all (a) personal property taxes; (b) rents; if applicable. All taxes for the current year will be prorated through the Closing date and are the responsibility of the Seller(s). At Closing, the Buyer(s) shall pay any taxes that are due for the remaining portion of the tax year. Personal property tax breakdown is attached to this Agreement.
7. **CONDITIONS OF PROPERTY:** Seller(s) agrees that on possession, the Property shall be in the same condition as it is on the date of this Agreement, except for ordinary wear and tear.
8. **SOLE CONTRACT:** The parties agree that this Agreement to Purchase constitutes their entire Agreement and that no oral or implied agreement exists.
9. **APPROVAL:** The undersigned Seller(s) and Buyer(s) has read fully and understands and approves this Agreement.
10. **BUYER & SELLER DISCLOSURE:** The undersigned Seller(s) affirms that all pertinent information regarding the Property has been disclosed and is accurate to the best of their knowledge. The undersigned Buyer(s) accepts receipt of this Agreement to Purchase and understands that the above Personal Property is sold on an “as is” “where is” condition with no guarantees or warranties, either expressed or implied.

Seller(s) Signature/Date

Buyer(s) Signature/Date

Seller(s) Signature/Date

Buyer(s) Signature/Date



PERSONAL PROPERTY TAX BREAKDOWN

Taxes for the current year accrue on January 1st and must be paid before a new title will be issued. Section 32.03 (e) of the Tax Code allows the tax office to estimate the current year taxes based on the prior year tax rate. The estimated tax amount will be paid and placed in escrow. A certificate will be issued showing the taxes have been estimated and paid by the new Owner(s). The certificate for the paid taxes must be sent in with the application for a new title (SOL) within 60 days of the date of sale.

Once the taxes are billed; usually mid-October, the amount of taxes placed in escrow will be used to pay the current taxes. However, if there are any differences, the **current owner is responsible for paying those differences.**

This home was sold and the taxes for the entire year of _____ accrued on January 1st and must be paid before a new title will be issued. The _____ taxes have not been billed and will be prorated for Buyer(s) and Seller(s). All current taxes must be paid no later than January 31, _____ by the new Owner(s).

I/We have reviewed the above statement and understand My/ Our tax responsibility:

Seller(s) Signature/Date

Buyer(s) Signature/Date

Seller(s) Signature/Date

Buyer(s) Signature/Date



TAX INSTRUCTIONS

Taxes for _____ have been estimated and paid in advance. Please DO NOT pay any tax bill unless there is a difference from what you have escrowed. Escrow is applied on January 31st of the year following sale.

If a larger amount is due than escrowed, you will need to pay the difference before Jan 31, 20____.

Buyers Initials

AMOUNT ESCROWED:

City of _____: \$ _____

County of _____: \$ _____

Seller(s) Signature/Date

Buyer(s) Signature/Date

Seller(s) Signature/Date

Buyer(s) Signature/Date

Tax Account Number: _____

Previous Owner's name: _____