



# Lease Purchase Agreement



This Agreement made and entered into by and between, \_\_\_\_\_ hereinafter designated as the "Seller" \_\_\_\_\_ hereinafter designated as the "Buyer." Wherever used herein and where the context so implies, the singular noun shall include the plural and the plural the singular, and the use of either gender shall be applicable to both genders.

### WITNESSETH:

In consideration of the terms and conditions herein contained, of the Premises to be conveyed and the sums to be paid therefor, the parties hereto agree as follows:

- The Premises.** Seller agrees to sell and convey and Buyer agrees to purchase the real property and personalty located

\_\_\_\_\_  
(hereinafter sometimes called "the Premises").

- Purchase Price.** The purchase price is \$ \_\_\_\_\_ which Buyer agrees to pay as follows:

Upon the signing of this Agreement and which is non-refundable: \$ \_\_\_\_\_

By certified check, bank draft or attorney's clients funds at the time of closing and delivery of the deed as hereinafter provided: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

- Lease.** Seller does lease to Buyer the following and Buyer does lease the Premises for the term of \_\_\_\_\_, commencing on \_\_\_\_\_ and terminating at 11:59 p.m. \_\_\_\_\_, for the annual rental of \_\_\_\_\_ (\$ \_\_\_\_\_) payable in monthly installments of \$ \_\_\_\_\_ each, commencing on the first day of \_\_\_\_\_ and continuing with like payments on the first day of each and every month thereafter, of which amount \$ \_\_\_\_\_ monthly will apply toward the Purchase Price. Buyer shall also at the time of execution hereof provide Seller with a security deposit of \$ \_\_\_\_\_ to be held in an interest bearing account for the Buyer, and the first month's rental sum of \$ \_\_\_\_\_. All security deposits  are  are not to be applied at the time of closing toward the purchase price of \_\_\_\_\_.

Seller initials: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_

4. **Contingencies.** (A) Buyer's performance of this Agreement is subject to his obtaining a commitment for a mortgage loan in the amount of \$ \_\_\_\_\_, to bear interest at a prevailing rate and to have a term of \_\_\_\_\_ years. Buyer shall take all necessary steps to obtain such a mortgage commitment. Should Buyer not obtain such a mortgage commitment Buyer shall notify Seller in writing on or before 5:00 p.m. on \_\_\_\_\_.

(B) Buyer's performance of this Agreement is subject to a building inspection reporting the Premises to be structurally sound and its mechanical systems (including plumbing, heating and electrical) to be functioning properly. This contingency shall be waived unless Buyer gives written notice of any major structural and/or mechanical defects, and a copy of the inspector's report, to Seller on or before \_\_\_\_\_. If such notice is given, and Seller and Buyer cannot reach a mutually satisfactory agreement within two weeks of said notice regarding said defects, either party may terminate this Agreement and this Agreement shall become null and void.

5. **Personal Property.** Included in this sale for the aforesaid purchase price are the following items of personal property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Condition of Premises.** (A) Buyer agrees that he has examined the Premises, including the systems included in the sale, and is fully satisfied with the conditions thereof, that the property is being purchased "as is", that this is the entire agreement between the parties and that no representation or warranties, express or implied, with respect to the Premises have been made by Seller to Buyer which are not expressly set forth herein; and (B) except as herein provided, there are no leased fixtures on the Premises.

7. **Damage to the Premises and Insurance.** It is understood and agreed between the parties hereto that should the Premises herein to be conveyed be totally or materially destroyed or damaged by reason of fire, storm, accident or any other cause not within the control of the parties hereto, then this Agreement may be terminated at the election of either party upon written notice given by the one to the other within 30 days of loss or at any time prior to closing the title, and the deposit given hereunder shall be returned, but no further liability of any kind under this Agreement shall attach to either party.

Should no such election and notice be made and given, then the Agreement shall remain in full force and effect and the Seller will turn over at the closing to the Buyer all monies received or collected by him by reason of such damage or loss under any insurance policy insuring the Premises against said loss, provided he may deduct therefrom so much as he shall have expended for repairing the damage, and he shall further assign and transfer all his right, title and interest in and to said policies and any additional money that may be payable thereunder. Should the loss or damages suffered be an immaterial part of the Premises, then in that case, this Agreement may not be terminated by either party and Seller will, at his own cost and expense, repair the damages or injury that was suffered before the date set for delivery of the

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Buyer Initials: \_\_\_\_\_

deed, or in lieu thereof, Buyer shall be allowed a reduction in the purchase price at the time of delivery of the deed, sufficient to pay for having the necessary repairs made to restore the Premises to its former condition.

Seller shall keep the Premises insured against fire and other hazard's. Buyer shall insure Buyer's personal property. In addition, Buyer shall carry liability insurance in the amount of \$\_\_\_\_\_ and shall indemnify and hold Seller harmless from any claims which result from Buyer's occupancy of the Premises. Buyer shall provide Seller with proof of insurance in the form of an insurance certificate prior to occupancy.

8. **Deed.** Upon receiving the Purchase Price as aforesaid, Seller shall deliver to Buyer the following: full covenant Warranty Deed (unless Seller is a conservator, executor or trustee, in which event a Conservator's, Executor's or Trustee's Deed, as appropriate) conveying marketable title to the Premises free from all encumbrances, liens and exceptions to title under the interpretations in the Standards of Title of the Connecticut Bar Association, where applicable, except those encumbrances set forth in Schedule A attached hereto and made a part hereof. Seller shall pay the Connecticut Real Estate Conveyance Tax and the Town Conveyance Tax. The actual tender of the deed shall not be necessary if Buyer has clearly indicated, prior to the date of closing, that Buyer will not/cannot make the payments agreed upon herein.

Seller agrees to execute, if prepared and submitted by Buyer, at the time of closing of title, such affidavits as may be required by Buyer's title insurance company with respect to the non-existence of mechanic's liens, tenants' rights, security interest in personal property or fixtures being sold with the Premises, leased fixtures, and updating of a survey, if any.

9. **Examination of Title and Buyer's Option.** If Seller shall be unable, either on the date set for the Closing of Title or within thirty (30) days thereafter, to convey a marketable title to the Premises free from all encumbrances and defects not excepted in this Agreement, subject, however, to all applicable zoning and town planning ordinances and regulations, Buyer shall have the option either of accepting such title as Seller can convey or rescinding this Agreement. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect rendering the title unmarketable under the Standards of the Connecticut Bar Association, where applicable, or the provisions of the Connecticut Marketable Title Act, (Section 47-33b, et. seq. of the Connecticut General Statutes), whichever is least restrictive in the situation in question, except, however, that any violation of applicable zoning and town planning ordinances and regulations shall for the purposes of this Agreement be construed as a defect in title at the option of the Buyer. If Buyer shall elect to rescind, Seller forthwith shall refund all sums theretofore paid by Buyer on account of the Purchase Price, and also shall reimburse Buyer to the extent of the reasonable expenses incurred by Buyer for the examination of title to the Premises and survey thereof, if any, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end.

10. **Closing and Adjustments.** The deed shall be delivered at Seller's attorney's offices, or at such other place as Buyer's lending institution or its attorney may require on \_\_\_\_\_ or

Seller initials: \_\_\_\_\_

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earlier by agreement. At such time, the balance of the Purchase Price shall be paid as aforesaid. In addition, the following items are to be apportioned as of midnight of the day before closing:

- (a) Rents as and when collected;
- (b) Rental securities plus interest due thereon as provided by law;
- (c) Interest on existing mortgages;
- (d) Taxes, water charges and sewer rents on the basis of the period for which payment is made;
- (e) Fuel; and
- (f) Utilities.

If the closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at closing shall be corrected. This provision shall survive the closing.

11. **Broker.** Buyer represents that the only broker who brought the Premises to his attention or was, in any way, a procuring cause of this sale and purchase is:

\_\_\_\_\_. Seller agrees to pay the commission for the rental term upon execution of this Agreement, with the balance of the sales commission due upon the delivery of the deed pursuant to this Agreement. Buyer (jointly and severally, if more than one) hereby agrees to indemnify and hold Seller harmless from the claims of any other broker, provided such claims are based on having called the Premises to Buyer's attention or interest. Said indemnity and hold harmless shall include reasonable attorney(s)' fees. The provision of this paragraph shall survive the delivery of the deed.

12. **Default-Damages.** If the Buyer shall fail to comply with any term of this Agreement by the time set for the Closing of Title, the Seller shall have the option of either:

(a) Retaining all sums of money held in deposit in accordance with the Agreement (or any modification or extensions thereof) as liquidated damages for Buyer's breach of this Agreement, whereupon all the rights and remedies of each to the other shall terminate and be at an end; or

(b) Enforcing this Agreement according to law and equity in the State of Connecticut. In either case, there shall be no duty on the part of Seller to tender a deed for the Premises to Buyer prior to retaining any sums as liquidated damages or prior to instituting legal proceedings for enforcement of this Agreement.

Written notice of Seller's exercise of either of these options shall be given by Seller to the Buyer by certified mail, directed to Buyer at Buyer's address first above written. Said election shall be

Seller initials: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_

made no later than sixty days after the date of closing stated above. If said election is not made within sixty days after the date of closing stated above, then Seller shall be deemed to have elected the remedy listed in (a) above.

If the Seller shall fail to comply with any term of this Agreement by the time set for the Closing of Title, the Buyer may enforce this Agreement according to law and equity in the State of Connecticut, except that failure to comply by the Seller as a result of encumbrances or defects in title shall be governed by the provisions of Paragraph 9 of this Agreement.

- 13. **Other Representations and Changes.** This Agreement contains all of the agreements between the parties hereto. There are no representations or warranties expressed or implied other than those herein set forth. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom the enforcement of any waiver, change, modification or discharge is sought. This Agreement is subordinate (without necessity of a separate document) to mortgage financing by Seller.
- 14. **Survival of Rights.** Delivery and acceptance of the deed shall constitute full compliance by Seller with all terms, covenants and conditions contained herein or connected with this transactions, except for the warranties contained in the deed; provided, however, that any covenants and agreements contained herein relating to rights, obligations or acts of the parties or either of them which are to exist or be performed after delivery of the deed shall survive such delivery.
- 15. **Binding Effect.** The covenants and stipulations aforesaid are to apply to and bind the heirs, executors, administrators and successors and assigns of the respective parties to this Agreement.
- 16. **Assignment.** This Agreement and the Buyer's rights hereunder may not be assigned by Buyer.
- 17. **Delivery of Agreement.** This Agreement shall be signed by the Buyer and delivered to the Seller's attorney(s) \_\_\_\_\_ on or before \_\_\_\_\_. If this Agreement shall not be so signed and delivered, then this Agreement shall be null and void and of no further force and effect.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seller initials: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_

**Witness:**

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**Buyer(s)/Lessee(s):**

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Social Security Number

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Social Security Number

**Sellers(s)/Lessor(s):**

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Social Security Number

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Social Security Number

Seller initials: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_