

OPTION TO PURCHASE

This is a legally binding contract. Read the entire document carefully before signing.

Parties _____
 (hereinafter collectively referred to as "Buyers"); **and**

 (hereinafter referred to as "Owner")
 THIS AGREEMENT, entered into the date first written below is between the parties listed above for the Premises located as follows:

Premises _____ (street address) in _____ County,
 State of Utah ((herein referred to as the "Premises") and more particularly described as:

 _____ in the records of the County Recorder.

Consideration In consideration of the conditions and terms of this Option to Purchase, Buyers do hereby agree to pay to Owner in consideration of this option, the sum of:
 _____ Dollars (\$_____).

Terms From the dates of _____ through _____ Buyers shall have the option to purchase the premises in "as is" condition. The entire purchase price must be tendered on or before the dates stated herein to fully comply with the option agreement.

Purchase Buyers shall be entitled to purchase the premises for the following amount:
 _____ Dollars (\$_____).

Lease It is acknowledged that Buyers are leasing the premises and have entered into a Residential Rental Agreement. As partial consideration for this agreement and a condition of the Option to Purchase, Buyers must be in full compliance with the terms of the Residential Rental Agreement to exercise this option and cannot have breach the terms and conditions of the Residential Rental Agreement. Termination of the Residential Rental Agreement shall terminate the Buyers rights under this agreement.

Agreement A purchase agreement shall be executed by the parties hereto within thirty (30) days of the anticipated purchase by Buyers (which must be thirty days prior to the last date contained in Terms above). Such agreement shall contain the normal and customary terms of a purchase agreement of a residence as evidenced by the current Uniform Real Estate Contract utilized by the Utah Board of Realtors and the conditions stated herein. Any additional terms shall be stated in an addendum to this agreement and signed concurrently herewith. Buyers shall exercise this option by informing Owner in writing of their intent and the anticipated date of the purchase. Owner shall prepare the purchase agreement within fifteen (15) days of receipt of the notice.

Costs In the event Buyer fails to purchase after giving notice of its intent, Owner shall be entitled to a reimbursement of its costs relating to the failed purchase. Including any attorney fees. In the event of any other default, the non-defaulting party shall be entitled to court costs and attorney fees.

Premises Buyer has had opportunity to inspect the premises and accepts it in its current condition. Nothing in the purchase agreement shall obligate Seller to any repairs, modifications, or grant any warranties not expressly stated herein.

Pro-rata Buyers agree to pay a pro-rata amount of taxes, insurance, and any other assessment at the time of the purchase.

BUYERS

OWNER OR OWNER'S REPRESENTATIVE

_____ Date _____

_____ Date _____

_____ Date _____