



**COMMERCIAL BROKERS ASSOCIATION
LETTER OF INTENT**

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

Date: _____

[Seller's or Brokers Name & Address]

Re: Letter of Intent to Purchase [description of property] _____

Dear [Seller/Broker]: _____:

We represent _____ ("Buyer"). Buyer proposes to enter into a definitive agreement for the purchase of the property described on attached Exhibit A (the "Property") on the following terms:

1. Purchase Price. The purchase price shall be _____ Dollars (\$ _____) payable as follows: _____

2. Earnest Money. As earnest money, Buyer will deposit _____ Dollars (\$ _____) in the form of cash personal check promissory note due on the satisfaction or waiver of the contingencies described below to be held by broker closing agent as Earnest Money.

3. Contingencies. Buyer's obligation to purchase the Property shall be contingent upon the following:

(a) Feasibility. Buyer shall have _____ days to determine in its sole discretion whether the Property is feasible for Buyer's purposes. Buyer and its agents shall be permitted to enter the Property during the contingency period for inspection.

(b) Title. Immediately after mutual execution of Agreement, Seller shall obtain a preliminary commitment for owners standard extended coverage title insurance from _____ Title Insurance Company. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within twenty (20) days of mutual acceptance or earlier expiration of the feasibility contingency. The Agreement shall terminate unless: (i) within five (5) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions or Buyer waives any objection which Seller does not agree to remove. Seller shall transfer title to Buyer by statutory warranty deed and shall provide an owner's standard coverage policy of title insurance to Buyer at Seller's expense (unless Buyer agrees to pay any additional cost associated with obtaining extended coverage), both with no exceptions other than those approved by Buyer.

4. Closing. Closing shall occur on _____.



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5. Representations and Warranties. The Agreement shall contain customary representations and warranties.

6. Default. Buyer's liability in the event it fails to complete its obligations under the purchase agreement without legal excuse shall be limited to forfeiture of the Earnest Money.

7. Assignment. Buyer's rights and obligations under the Agreement may may not be assigned.

8. Other Matters. The Agreement shall address other matters, such as the proration of closing costs, in the manner customary for real estate transactions of this nature.

9. Commission. Seller agrees to pay _____ ("Selling Broker") a commission calculated and payable in accordance with any separate commission agreement or co-brokerage agreement. If there is no such separate agreement, then Seller agrees to pay Selling Broker a commission equal to _____ % of the purchase price for the Property. The commission shall be due and payable on the earlier of (i) the date of closing of the sale of the Property to Buyer or an affiliate of Buyer. The Property is commercial real estate for the purposes of RCW 60.42 and RCW 64.06. Selling Broker is an intended beneficiary of this commission obligation and it cannot be cancelled or changed without Selling Broker's written consent. The prevailing party shall be entitled to attorneys fees and costs in the event of a dispute to collect a commission due to Selling Broker, whether or not suit is filed.

10. By this Letter of Intent, the parties commit themselves to negotiate exclusively and in good faith with each other for a minimum period of _____ (_____) weeks from the date this Letter of Intent is accepted.

11. This letter of intent does not address all essential terms of the transaction and a binding contract shall not exist between Buyer and Seller until Buyer and Seller execute the Agreement, except as provided in paragraph 9 above concerning the commission payable to Broker and in paragraph 10 above regarding good faith, exclusive negotiations.

If the parties are willing to proceed with negotiations for the sale of the Property on these terms and conditions, please sign this Letter of Intent where indicated below and return it to our offices.

Very truly yours,

By: _____
Print Name and Title: _____



**COMMERCIAL BROKERS ASSOCIATION
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(CONTINUED)**

cc: _____

APPROVED AND AGREED:

BUYER:

_____, a _____

By: _____

Name/Title: _____

Date: _____

SELLER:

_____, a _____

By: _____

Name/Title: _____

Date: _____