

# OPTION AGREEMENT

When using this Option Agreement, the following must be included in the Purchase and Sale Agreement Special Stipulations:  
"This Purchase & Sale Agreement shall become binding upon the parties only when the Buyer exercises his option to Purchase under the Option Agreement entered into by the parties simultaneously with the execution of this Purchase & Sale Agreement."

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ ("Buyer"), and \_\_\_\_\_ ("Seller").

**FOR AND IN CONSIDERATION** of the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (the "Option Consideration"), and other good and valuable consideration in hand paid to Seller, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller hereby grants and conveys unto Buyer for the term hereof an exclusive and irrevocable option (the "Option") to purchase that certain real property (together with all improvements, fixtures, equipment, plants, trees and shrubbery thereon and all appurtenances thereto) in \_\_\_\_\_ County, Mississippi, which is more particularly described in the Purchase and Sale Agreement attached hereto. The executed Purchase and Sale Agreement, attached hereto and incorporated herein by reference, sets out the terms and conditions by which the Property shall be conveyed in the event this option is timely exercised by Buyer. The said executed Purchase and Sale Agreement shall become binding only upon the Buyer's timely exercising this option.

The Option Consideration shall be paid by Buyer to Seller in cash with the execution of this Agreement. The term of the Option shall begin on the date of this Agreement and shall end at \_\_\_\_\_ (local time) on \_\_\_\_\_; if the Option has not been exercised prior to such time, then the Option shall lapse and shall thereafter be of no further force or effect, whereupon Seller shall retain the Option Consideration and Buyer and Seller shall have no further rights or obligations under this Agreement. If Buyer elects to exercise the Option, then Buyer shall deliver to Seller, prior to the expiration of the Option, at the address of Seller set forth below or at such other address as Seller may have theretofore provided to Buyer, written notice of Buyer's election to exercise the Option.

Upon exercising this option, the attached Purchase and Sale Agreement shall be in full force and effect. Upon closing of the sale and purchase of the Property pursuant to the Purchase and Sale Agreement, the Option Consideration shall be credited against the purchase price of the Property.

Broker(s) are made a party to this Agreement in order that Broker may enforce his rights hereunder. For services rendered in connection with this Agreement, Seller agrees to pay to Broker(s) a fee in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) payable with the execution of this Agreement. Seller and Buyer represent and warrant to each other that each has not engaged any real estate broker(s) or agent(s) other than the Broker(s) in connection with this Agreement. Seller and Buyer shall hold each other harmless from and against all loss and damage (including without limitation court costs and reasonable attorney's fees) suffered or incurred by the other on account of any claim or breach, including, but not limited to, claims by any broker(s) or agent other than Broker(s) for any commission or other compensation relating to this Agreement.

Time is of the essence of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and successors. The rights and obligations of Seller and Buyer under this Agreement may not be assigned without the prior written consent of all parties hereto.

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Broker(s)	Date	Broker(s)	Date

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.



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