

## SUTTLE WOODS LOT RESERVATION

I/We \_\_\_\_\_(Buyer[s])

Hereby agree to reserve lot number \_\_\_\_\_ Suttle Woods, First Plat ( Left Side, Right Side) (circle one) from DragonFree, LLC (Developer) subject to easements, taxes and assessments not yet due and payable, restrictions, covenants, reservations and community contracts of record.

PURCHASE PRICE:     \$ \_\_\_\_\_

DEPOSITED WITH THIS AGREEMENT **\$1000.00** to be held in trust by First United Title Agency. Escrow agent may retain any interest earned on escrowed funds.

BALANCE DUE:         \$ \_\_\_\_\_

Consummation of this agreement is contingent upon execution within 60 days from this date of a real estate sale contract by and between the Buyer and Zeotech Construction Co Inc, dba Fountain City Custom Homes, hereinafter referred to as FCC. Said contract shall set forth the price and terms under which a home shall be built by FCC on the Lot. The undersigned acknowledge and agree that if for any reason whatsoever, a real estate sales contract has not been entered into between the Buyer and FCC within the time specified above, the Buyer's deposit shall be refunded to the buyer, and this Agreement shall be null and void and of no further force or effect. In the event a real estate sales contract is entered into within the time specified, this Agreement shall be assigned by the Seller to FCC and the deposit above shall be applied to any earnest money deposit required under the real estate sales contract. This reservation can be extended at the sole discretion of Developer.

This Agreement may be cancelled by Seller upon 24 hours' notice to Buyer. In the event of such notice, Buyer must enter into a real estate sales contract with DragonFree, LLC within such notice period or this Agreement shall be of no further force and effect and the deposit will be returned to Buyer. This Agreement can not be assigned by Buyer without the prior written consent of Seller.

The Buyer agrees to release and hold The Siscos Group Realtors, LLC harmless from any and all liability, and the Buyer further acknowledges that The Siscos Group Realtors, LLC has not made any representations or warranties concerning the Lot, or its availability, and that the Buyer's sole recourse and remedy in this matter shall be the return of the agreement deposit.

Buyer acknowledges that Seller is a licensed real estate agent in the State of Kansas.

Date: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

LISTING BROKER: \_\_\_\_\_

SELLING BROKER: \_\_\_\_\_

LISTING AGENT: \_\_\_\_\_

SELLING AGENT: \_\_\_\_\_