

Right of First Refusal Agreement

_____ (hereafter "Seller") and _____ (hereafter "Buyer"), having determined that it is in both parties' best interests to govern the exchange of _____ (hereafter "Property"), hereby enter into a contract under the following terms:

The Seller shall not sell, trade, grant or encumber the Property except as provided by the stipulations agreed upon in this contract. The Seller understands that this agreement extends to **his/her** shareholders, heirs, successors, agents or business partners.

If the Seller should receive a bona fide, acceptable and written offer from a third party to buy or trade the Property, he/she will first offer the Property to the Buyer in writing at the same price and with the same terms.

The Buyer will have # calendar days from the date **he/she** receives the offer to respond. If **he/she** has not responded by that time, it will constitute a rejection and the Seller will be free to accept an offer from a third party.

If the Buyer accepts the offer, **he/she** will provide a Notice of Acceptance before the deadline. If not, **he/she** will provide a Notice of Refusal.

If the Buyer and all other third parties reject the Seller's offer, the Buyer will purchase the Property for \$ _____.

The Seller will deliver the Property to the Buyer no later than # days after purchase.

This agreement will stay in effect until _____, at which time all stipulations and requirements will be considered void.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

Seller, signature & date

Buyer, signature & date

Address _____

Address _____

City, state, ZIP _____

City, state, ZIP _____

Address _____

Address _____

City, state, ZIP _____

City, state, ZIP _____