

SHARED EQUITY AGREEMENT

Location: _____ Effective Date: _____

Parties:

Owner(s): _____

Investor(s): _____

Property Information:

Property Address: _____

Legal Description: _____

Recitals:

WHEREAS, Owner(s) desire to sell and Investor(s) desire to purchase a shared equity interest in the real property described above (the "Property"); and WHEREAS, the parties desire to set forth their respective rights and obligations with respect to the Property;

Section 1 – Definitions

Capitalized terms used herein shall have the meanings set forth in this Agreement or as otherwise defined.

Section 2 – Ownership Interests

Owner(s) retain(s) exclusive legal title and possession of the Property, subject to the shared equity interest granted to Investor(s) as set forth herein.

Section 3 – Purchase and Sale of Shared Equity Interest

Investor(s) agrees to purchase, and Owner(s) agrees to sell, a _____ percent (____%) shared equity interest in the Property for the Purchase Price of \$_____.

Section 4 – Use and Possession

Owner(s) shall have exclusive use and possession of the Property and shall maintain the Property in good condition, subject to the terms of this Agreement.

Section 5 – Maintenance, Repairs, and Improvements

Owner(s) shall be responsible for ordinary maintenance and repairs. Any material improvements exceeding \$_____ require Investor(s)' prior written consent.

Section 6 – Property Taxes and Insurance

Owner(s) shall pay all property taxes and maintain insurance on the Property naming Investor(s) as an additional insured.

Section 7 – Profit and Loss Sharing

Upon sale or refinancing, net proceeds shall be distributed according to ownership percentages after repayment of all encumbrances and costs.

Section 8 – Sale or Transfer of Property

Owner(s) shall not sell or transfer the Property without Investor(s)' prior written consent, except as otherwise provided herein.

Section 9 – Right of First Refusal

Investor(s) shall have a right of first refusal to purchase Owner(s)' interest upon receipt of a bona fide offer.

Section 10 – Default

A default by either party under this Agreement shall entitle the non-defaulting party to pursue all available remedies, including specific performance or damages.

Section 11 – Term and Termination

This Agreement shall remain in effect until terminated by mutual written agreement or upon full distribution of proceeds following sale.

Section 12 – Representations and Warranties

Each party represents that it has full power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation.

Section 13 – Covenants

The parties agree to cooperate and execute any documents reasonably necessary to carry out the terms of this Agreement.

Section 14 – Confidentiality

The parties agree to keep the terms of this Agreement confidential except as required by law or agreed in writing.

Section 15 – Notices

All notices shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses listed herein.

Section 16 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____. The parties consent to exclusive jurisdiction and venue in the courts located in _____ County, _____.

Section 17 – Severability

If any provision is held invalid, the remainder shall remain in full force and effect.

Section 18 – Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the parties and may be amended only by a written instrument signed by both parties.

Section 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

Section 20 – Miscellaneous

Headings are for convenience only and shall not affect interpretation. The parties acknowledge having read and understood this Agreement.

OWNER'S SIGNATURE

INVESTOR'S SIGNATURE

Signature: _____

Signature: _____

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