



(ALSO KNOWN AS HACIENDA SUBDIVISION)

RESERVATION AND DEPOSIT AGREEMENT

The undersigned party, hereinafter referred to as the “Depositor,” desires to reserve the opportunity to purchase a ___ Villa Unit or a ___ Townhome Unit in La Mirada, Meridian, Idaho. This reservation is for Lot _____, Block _____ of Hacienda Subdivision, plan _____.

Upon execution of this Agreement, the Depositor shall deposit the sum of \$2,000.00 with Coldwell Banker Tomlinson Group, Boise, Idaho, to be held in a non-interest bearing account. The deposit is refundable at any time upon written demand by the Depositor and this reservation shall be cancelled upon such refund.

In consideration of the deposit, the undersigned Developer hereby reserves to the Depositor the right to select a lot. Depositor is reserving this location for a period of 45 days, unless extended by the parties in writing. All rights of selection shall be based upon priority established by date and time of the deposit, with Depositor’s priority set forth below.

Depositor shall have no obligation to purchase until a formal Real Estate Purchase Agreement is executed between the Developer and the Depositor. When the Developer has established the final asking price for each unit, and is ready to execute a Purchase Agreement, the Depositor shall be notified in writing. The Depositor, upon receipt of such notice and current pricing, shall have three (3) business days in which to elect to purchase. Selections shall be made according to priority. If the specific unit the Depositor desires has already been selected, the Depositor may: (1) select any other unit available; or (2) request a refund of the deposit. If the Depositor selects a unit, a Purchase Agreement will be initiated.

The Depositor to agrees provide a preliminary loan commitment letter or proof of funds for closing within five (5) business days from the date of this Agreement.

REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the DEPOSITOR and DEVELOPER.

Section 1:

- A. The brokerage working with the DEPOSITOR is acting as an AGENT for the DEPOSITOR.
- B. The brokerage working with the DEPOSITOR is acting as a LIMITED DUAL AGENT for the DEPOSITOR, without an ASSIGNED AGENT.
- C. The brokerage working with the DEPOSITOR is acting as a LIMITED DUAL AGENT for the DEPOSITOR and has an ASSIGNED AGENT acting solely on behalf of the DEPOSITOR.
- D. The brokerage working with the DEPOSITOR is acting as a NONAGENT for the DEPOSITOR.

Section 2:

- A. The brokerage working with the DEVELOPER Is acting as an AGENT for the DEVELOPER.
- B. The brokerage working with the DEVELOPER Is acting as a LIMITED DUAL AGENT for the DEVELOPER, without an ASSIGNED AGENT.
- C. The brokerage working with the DEVELOPER Is acting as a LIMITED DUAL AGENT for the

DEVELOPER and has an ASSIGNED AGENT acting solely on behalf of the DEVELOPER.

- D. The brokerage working with the DEVELOPER Is acting as a NONAGENT for the DEVELOPER.

This Agreement is not assignable by the Depositor without the Developer's written consent. Depositor acknowledges receipt of a completed copy of this Agreement.

Dated this ___ day of _____, 200__, at _____ .m.

Name(s): _____

Address: _____

Telephone: _____ Cell Phone: _____ E-mail: _____

Depositor Signature Priority No. _____

Developer, Jayo Construction

Agent: _____ Cell: _____

Email: _____

