



NON TRANSFERABLE LOT RESERVATION

This reservation, made this _____ day of _____, 20____, between _____, Seller and _____, the undersigned Buyer. The prospective Buyer hereby reserves Lot _____, Block _____, in _____, Addition, City of _____, Idaho, for a period of _____ DAYS FROM THE DATE OF NOTIFICATION OF ACUTAL LOT AVAILABLILITY FOR CONSTRUCTION. THIS LOT RESERVATION IS NOT TRANSFERABLE.

A deposit in the amount of \$ _____, receipt of which is hereby acknowledged by the Seller is made and accepted upon the following terms and conditions.

1. The deposit shall be made payable to COLDWELL BANKER SCHNEIDMILLER REALTY Trust account. Except as hereinafter set forth, the prospective Buyer shall be entitled to a refund in full of any deposit monies left on deposit with COLDWELL BANKER SCHNEIDMILLER REALTY, at any time prior to the execution of an accepted purchase contract.

2. By direction of the parties herein, said deposit (check or cash) shall be held at the offices of CBSR until such time as a finally negotiated earnest money is executed between Buyer and Seller. Upon final agreement of the parties, all deposits shall be immediately delivered to the trust account of CBSR.

3. If, for any reason, the prospective Buyer fails to execute a purchase contract within the day time period provided herein, all provisions of this lot reservation shall terminate, except paragraphs 5 and 6, and the seller shall direction COLDWELL BANKER SCHNEIDMILLER REALTY to immediately refund the full amount of the deposit to the prospective Buyer. In the event a purchase agreement is received prior to _____ day period, the monies deposited will be credited towards Earnest Money.

4. After execution by the prospective Buyer and Seller of a purchase contract, and removal of all contingencies, no refund will be made to the prospective Buyer in any amount whatsoever and the Seller shall have no liability to make any such refund.

5. This lot reservation is made without commitment to specific pricing of individual homesites. Purchaser has been advised and herein acknowledges that final lot pricing will be supplied by Seller as a part of the construction bidding process.

6. By signing the document, Buyer agrees that the sales agent identified below has worked diligently with Buyer concerning this transaction. Buyer further irrevocably directs Seller that in the event Buyer purchases the lot reserved within 360 days of signing this document, whether under this lot reservation agreement or not, that only the sales agent listed below (through sales agent's Broker), shall receive sales side portion of the real estate commission that Seller has agreed to pay.

7. NOTICE TO COOPERATING BROKERS AND SALES AGENTS. By executing this document, notice is given to all cooperating brokers and sales agents that the buyer is working with identified sales agent concerning this transaction. This property is not listed in the MLS. Notice is further give that no other cooperating broker or sales agent is entitled to any real estate commission concerning the identified buyer in the event buyer closes the transaction referenced in this document within three hundred sixty (360) days of execution, even if the 7-day lot reservation may have expired.

This document shall be deemed at the first step in entering a Real Estate Earnest Money and Sales Agreement. Only COLDWELL BANKER SCHNEIDMILLER REALTY and the sales agent and selling agency identified on the document shall be entitled to payment of real estate commissions in this transaction.

SELLER

BUYER

By: _____
Listing Agency
Coldwell Banker Schneidmiller Realty

By: _____
Selling Agency

By: _____
Sales Agent