



## Home Reservation Form

Date	
Customer Full Name	
LOT #	
Price & Incentive	
Floor Plan    Elevation	
Transaction Type / Lender	
Cash Transaction Terms	All Reservations accepted as cash must remain as a cash transaction through closing of the home to complete the Transaction.
Agent Name	
Marital Status	

Once the Purchase agreement (HPA) is sent to the buyer it is understood that buyer has 3 days to execute the agreement as explained in section 3. of the "Lot reservation agreement ". The terms of this lot Reservation will be reflected in the HPA.

\_\_\_\_\_ Date  
Sales Associate

\_\_\_\_\_ Date  
Buyer

\_\_\_\_\_ Date  
Buyer

\_\_\_\_\_ Date  
Realtor

**LOT RESERVATION AGREEMENT**

**THIS LOT RESERVATION AGREEMENT** ("Reservation Agreement") made and entered into as of the "Effective Date" (as hereinafter defined) by and between **PULTE HOME CORPORATION**, a Michigan corporation ("Seller"), whose address is 4901 Vineland Rd, Suite 500, Orlando, Florida 32811, and the following party/parties ("Reservation Holder"):

Reservation Holder: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (Home) ( \_ \_ ) \_\_\_\_\_  
(Business) ( \_ \_ ) \_\_\_\_\_  
E-mail: \_\_\_\_\_

**BACKGROUND**

- A. Seller is the owner/developer of a single-family/townhome Vacation Home community in \_Lake County, Florida generally known and referred to as \_Windsor Cay Resort \_\_\_\_\_ (the "Community"), and
- B. Seller has available for sale within the Community, the following described single family/townhome lot:  
Lot \_\_\_\_, of \_\_\_\_\_, according to the plat thereof, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of \_Lake County, Florida ("Lot").
- C. Reservation Holder would like to have the opportunity to present an offer to purchase the above referenced "Lot" and a dwelling to be constructed thereon by Seller (collectively, the "Home"), subject to the terms and conditions stated herein.

**NOW, THEREFORE**, for and in consideration of the premises hereof, the reservation deposit lodged hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Seller and Reservation Holder do hereby covenant, stipulate and agree as follows:

- 1. Lot Reservation. Seller agrees to reserve the Lot for Reservation Holder, subject to the terms and conditions described herein. Upon the execution of this Reservation Agreement, Buyer will deliver \$ \_\_\_\_\_ (the "Deposit") to Seller. Seller will promptly deliver the Deposit to \_PGP Title \_\_\_\_ ("Deposit Holder") as a deposit to be held in trust by the Deposit Holder, who is an independent third party. Either party may terminate this Reservation Agreement at any time upon notification to the other party and the Deposit shall be returned to Reservation Holder.
- 2. Offer to Purchase. If this Reservation Agreement has not previously been terminated and Seller releases the Lot for sale, prior to entering into a sale contract with any other homebuyer, Seller shall deliver written notice to Reservation Holder of the availability of the Lot for purchase ("Release Notice") and allow Reservation Holder the opportunity to present the offer (in the form of that certain Home Purchase Agreement ("HPA") prepared by Seller and signed by Reservation Holder) to purchase the Home, subject to the terms and conditions of this Reservation Agreement. The Release Notice shall be sent to Reservation Holder at the address stated above and shall be deemed given when received if the Release Notice is hand-delivered or 2 days after it is deposited in the US Mail or delivered to an overnight courier service.
- 3. Home Purchase Agreement. Reservation Holder shall have a period of 2 days after receipt of the Release Notice (the "Response Period") to contact Seller to meet with a sales representative of Seller, and, if Reservation Holder elects to do so, execute the HPA to purchase the Home at the stated price and on terms and conditions agreed to by Reservation Holder and Seller. If Reservation Holder signs and delivers the HPA to Seller prior to expiration of the Response Period, but the HPA has not been signed by Seller prior to expiration of such period, the Response Period shall automatically be extended until such time as Seller either (i) accepts, signs and delivers the HPA to Reservation Holder; or (ii) advises Reservation Holder, in writing, that Seller has declined the HPA executed by Reservation Holder and will not be entering into the HPA with Reservation Holder, whereupon, this Reservation Agreement shall automatically terminate, without further notice, the Deposit shall be promptly returned to Reservation Holder, as Reservation Holder's sole and exclusive remedy, and Seller shall be entitled to enter into a contract to sell the Lot to another prospective homebuyer. Time is of the essence with regard to this Reservation Agreement.
- 4. Application of Deposit to HPA. In the event the Reservation Holder executes a HPA with Seller, the Deposit hereunder shall automatically be transferred to and become part of the earnest money deposit to be paid by Reservation Holder

under the HPA. Simultaneously with Reservation Holder's execution of the HPA, Reservation Holder shall deliver to Seller any additional Deposit amounts required under the HPA.

5. Refund of Reservation Deposit. In the event that (i) Reservation Holder fails to execute a HPA within the Response Period and so notifies Seller in writing, or (ii) this Reservation Agreement is otherwise terminated as provided herein, then the Deposit shall be promptly refunded to Reservation Holder, whereupon this Reservation Agreement and all rights and obligations of Seller and Reservation Holder hereunder shall terminate, cease and expire. Reservation Holder acknowledges that this Reservation Agreement is not a binding contract for the sale and purchase of the Lot, and that Reservation Holder acquires no legal or equitable interest in the Lot by virtue of this Reservation Agreement. Reservation Holder shall not have any right to purchase any Lot unless and until Reservation Holder and Seller enter into a HPA.

6. No Recording. Reservation Holder shall not record this Reservation Agreement or any memorandum or notice hereof in the public records. If Reservation Holder, or any other party violates this provision, this Reservation Agreement shall immediately and automatically terminate, whereupon Escrow Agent shall refund the Deposit to Reservation Holder.

7. No Assignment. Reservation Holder shall not assign its rights under this Reservation Agreement, and any assignment or attempted assignment of this Reservation Agreement by Reservation Holder shall cause this Reservation Agreement to be void, whereupon the Reservation Deposit, without interest, shall be returned to Reservation Holder.

8. Limited Reservation. This Reservation Agreement is not to be deemed or construed as (i) a representation by Seller that it will release the Lot for sale to prospective homebuyers at any time; (ii) an obligation on the part of Seller to enter into the HPA with Reservation Holder; (iii) an offer or solicitation in any state where prior registration requirements have not yet been complied with; (iv) prohibiting Seller from engaging in marketing activities related to the Lot during the Response Period or at any other time while this Reservation Agreement is in effect; or (v) a requirement that Seller allow Reservation Holder the opportunity to present the HPA prior to selling the Lot to any other person or entity that is not a homebuyer (another homebuilder, a land purchaser, etc.).

9. Notices. Any notices permitted or required under this Reservation Agreement shall be deemed to have been delivered, whether or not actually received, when deposited in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a nationally recognized overnight courier, postage prepaid, addressed to Pulte or Reservation Holder, as the case may be, using the addresses indicated on the first page of this Reservation Agreement.

**IN WITNESS HEREOF,** Reservation Holder and Seller have caused this Reservation Agreement to be executed as of the date and year first above written.

**RESERVATION HOLDER(S):**

\_\_\_\_\_  
Reservation Holder

\_\_\_\_\_  
Reservation Holder

Dated: \_\_\_\_\_

**SELLER:**

PULTE HOME CORPORATION, a Michigan corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_