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Introduction

This Lease Purchase Agreement (the "Agreement") is made as of August 9, 2025, by and between Docupal Demo, LLC, a United States company with an address at 23 Main St, Anytown, CA 90210 ("Seller"), and Acme, Inc, a United States business with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Buyer").

Purpose of the Agreement

This Agreement sets forth the terms and conditions under which the Buyer will lease a certain property from the Seller, with an option to purchase the property during the lease term. This type of agreement allows the Buyer to occupy the property while building credit or saving for a down payment, and it provides the Seller with a potential buyer for the property.

Lease Purchase Agreement Defined

A Lease Purchase Agreement combines elements of a lease agreement with an option to buy. The Buyer leases the property from the Seller for a predetermined period, during which the Buyer has the exclusive right to purchase the property at a specified price. The option to purchase is not an obligation; the Buyer can decide whether or not to exercise the option. This Agreement details the specific terms of the lease, the purchase option, and the rights and responsibilities of both parties.

Property Description

Property Details

The property subject to this Lease Purchase Agreement is located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA. The legal description of the property is as follows: *[Insert Full Legal Description Here]*.

This property includes a single-story commercial building. The building consists of approximately 5,000 square feet of office space, a warehouse area of roughly 10,000 square feet, and a paved parking lot with 50 parking spaces. Included on the



property are all attached fixtures and improvements, such as HVAC systems, electrical wiring, plumbing, and any built-in shelving or cabinetry.

Included Personal Property

The sale includes the following items of personal property currently located on the premises:

- Two (2) forklifts
- Ten (10) office desks
- Twenty (20) office chairs

Property Condition

The condition of the property is described in detail in the Property Condition Report attached as Exhibit A to this Agreement. This report includes a written assessment of the property's condition, along with photographs documenting its current state. ACME-1 acknowledges that they have had the opportunity to review the Property Condition Report and have [had/waived] the right to conduct an independent inspection of the property. Any exceptions to the condition as described in Exhibit A are noted below:

[Insert any exceptions to the Property Condition Report here, or state "None"]

Lease Terms and Duration

The lease term will begin on the execution date of this Lease Purchase Agreement. The lease will continue for a period of 3 years.

Renewal

ACME-1 may renew this lease. To do so, ACME-1 must provide Docupal Demo, LLC with written notice of its intent to renew. This notice must be given at least 90 days before the lease's expiration date. Renewal is not automatic. It requires the mutual written consent of both Docupal Demo, LLC and ACME-1. The terms of any renewal period, including rent adjustments, will be negotiated and documented in a separate written agreement.



Early Termination

This lease may be terminated before the end of its term under the following conditions:

- **Breach of Contract:** Either party may terminate the lease if the other party materially breaches any of its obligations under this Lease Purchase Agreement, and fails to cure such breach within a reasonable time after receiving written notice of the breach.
- **Mutual Agreement:** Docupal Demo, LLC and ACME-1 may agree in writing to terminate this lease early. The terms of such termination, including any penalties or payments, must be specified in the written agreement.

Purchase Option and Price

ACME-1 is granted the exclusive right and option to purchase the property from Docupal Demo, LLC according to the terms outlined below.

Purchase Price

The agreed-upon purchase price for the property is \$500,000 (five hundred thousand US dollars). This price is fixed for the duration of the option period.

Option Fee

ACME-1 shall pay Docupal Demo, LLC a non-refundable option fee of \$10,000 (ten thousand US dollars). This fee must be paid within 5 business days of the effective date of this agreement. The option fee grants ACME-1 the exclusive right to purchase the property during the term of this Lease Purchase Agreement.

Application of Option Fee

If ACME-1 exercises its option to purchase the property, the \$10,000 option fee will be credited towards the purchase price at closing. If ACME-1 does not exercise its option to purchase, Docupal Demo, LLC shall retain the option fee as compensation for granting ACME-1 the option to purchase the property.



Payment Terms

Acme, Inc ("Buyer") will pay DocuPal Demo, LLC ("Seller") a monthly lease payment of \$2,500. Payments are due on the first day of each month, beginning [Start Date of Lease].

Application of Payments

Each monthly payment will be applied as follows: \$2,000 will be considered as rent for the property. \$500 from each payment will be credited towards the final purchase price of the property, as detailed in the Purchase Option section of this agreement.

Late Payment

If a payment is not received within five (5) days of the due date, a late fee of five percent (5%) of the overdue amount will be applied. Late fees are due immediately. Continued late payments may be considered a breach of this agreement, subject to the Default terms outlined in this document.

Seller's Obligations

DocuPal Demo, LLC, as the Seller, agrees to fulfill the following obligations during the term of this Lease Purchase Agreement:

Property Maintenance

For the first year of this agreement, the Seller will maintain responsibility for structural repairs to the property. This includes maintaining major systems such as HVAC, plumbing, and electrical systems. After the first year, maintenance responsibilities will shift as outlined elsewhere in this agreement.

Compliance and Legal Matters

The Seller will comply with all applicable laws and regulations pertaining to the property. The Seller must also disclose any known environmental hazards or legal issues affecting the property to the Buyer.



Title Transfer

Upon the Buyer's exercise of the purchase option, the Seller will convey marketable title to the property. This will be done via a warranty deed, free of all encumbrances. Exceptions include those specifically noted within this agreement. The Seller will also provide title insurance to the Buyer at closing.

Buyer's Obligations

ACME-1 has specific responsibilities during the term of this Lease Purchase Agreement. These obligations ensure the property is maintained and all associated costs are covered.

Maintenance and Repair

ACME-1 is responsible for routine upkeep of the property. This includes lawn maintenance, such as mowing and weeding. ACME-1 will also handle minor repairs necessary to keep the property in good working order.

Insurance

ACME-1 must maintain homeowner's insurance on the property throughout the lease period. This insurance should provide adequate coverage to protect against potential damages or losses.

Utilities

ACME-1 is responsible for paying all utility bills associated with the property. This includes, but is not limited to, electricity, gas, water, and any other services used at the property.

Compliance

ACME-1 must comply with all applicable laws, ordinances, and regulations related to the use and occupancy of the property. This includes adhering to any homeowner association rules or community guidelines.



Default and Remedies

Buyer Default

ACME-1 will be considered in default of this Lease Purchase Agreement under the following conditions: failure to pay monthly rent when due, neglecting required property maintenance, violating any term within this agreement, or initiating bankruptcy proceedings.

Seller Default

Docupal Demo, LLC will be considered in default of this Lease Purchase Agreement for any failure to uphold the obligations as outlined in this agreement.

Seller's Remedies

Upon ACME-1's default, Docupal Demo, LLC has the right to terminate this lease. Upon termination, Docupal Demo, LLC may retain all payments made by ACME-1 as compensation for the breach.

Buyer's Remedies

In the event of default by Docupal Demo, LLC, ACME-1 is entitled to seek legal remedies, including suing for specific performance to enforce the terms of this Lease Purchase Agreement. This allows ACME-1 to compel Docupal Demo, LLC to fulfill their obligations, such as transferring the property title upon completion of lease payments and option exercise.

Closing Procedures

Upon the Buyer's exercise of the purchase option, the closing of the purchase will occur within a reasonable timeframe, typically within 30 days of the option exercise date, unless otherwise agreed in writing by both parties.

Closing Requirements

At the closing, the following events will occur:



- **Payment:** The Buyer will deliver to the Seller the remaining purchase price, less any applicable credits as outlined in this Agreement.
- **Title Transfer:** The Seller will convey title to the Property to the Buyer via warranty deed, free and clear of all liens and encumbrances, except those specifically agreed to by the Buyer.
- **Closing Costs:** Both the Buyer and the Seller will equally share all closing costs associated with the transfer of the Property.

Steps for Purchase Closing

1. **Inspections:** Buyer may conduct any inspections necessary within the period specified in this Agreement.
2. **Financing:** The Buyer is responsible for securing any necessary financing to complete the purchase.
3. **Title and Escrow:** Escrow Agent will manage funds and documents, including the title transfer.
4. **Closing Date:** The purchase will be completed on or before the agreed-upon closing date.

Disclosures and Warranties

Disclosures

Docupal Demo, LLC ("Seller") will furnish Acme, Inc. ("Buyer") with all legally required disclosures before execution of this Lease Purchase Agreement. These disclosures include, but are not limited to, any known lead-based paint hazards associated with the property, if applicable. The Seller will also disclose any known material defects affecting the property. The Buyer acknowledges that receipt of these disclosures is a prerequisite to the full execution and enforceability of this agreement.

Property Condition

The Buyer acknowledges and agrees that the property is being leased and potentially purchased in its "as is" condition. The Buyer accepts all faults and conditions, whether known or unknown, currently existing on the property.



Warranties

Except for the warranty of title provided by the Seller, there are no other warranties, expressed or implied, made by the Seller regarding the property's condition, suitability, or fitness for a particular purpose. The Seller warrants that it has the legal right to lease and convey the property and that the property is free from any encumbrances that would prevent the Buyer from obtaining clear title, subject to any existing liens or encumbrances disclosed in writing.

Legal and Miscellaneous Provisions

Governing Law

This Lease Purchase Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware.

Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved through binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.

Assignment

The Buyer may not assign their rights or obligations under this Agreement without the prior written consent of the Seller. The Seller is permitted to assign its rights under this Agreement. However, such assignment will not relieve the Seller of its obligations.

Notices

All notices relating to this Agreement must be in writing. Notices are to be delivered by certified mail, return receipt requested, or by a nationally recognized overnight courier. Notices to the Seller should be sent to Docupal Demo, LLC at 23 Main St, Anytown, CA 90210. Notices to the Buyer should be sent to Acme, Inc at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.



Entire Agreement

This Lease Purchase Agreement constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to the subject matter. No modifications or waivers will be valid unless in writing and signed by both parties.

Signatures and Execution

This Lease Purchase Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, and Acme, Inc.

Agreement

In witness whereof, the parties have executed this Lease Purchase Agreement as of the date first written above.

	Seller	Buyer
Name	DocuPal Demo, LLC	Acme, Inc
Signature		
Printed Name		
Title		
Date		

Notarization

This Lease Purchase Agreement requires notarization to be effectively executed. Please ensure that both the Seller and Buyer signatures are duly notarized by a certified Notary Public. The notary should acknowledge the identities of the signing parties and their voluntary execution of this agreement. The notarization serves as verification of authenticity and helps prevent future disputes regarding the validity of the signatures.



Frequently Asked Questions (FAQ)

This section addresses common questions about this Lease Purchase Agreement. It is designed to provide clarity on the agreement's key aspects and implications for both DocuPal Demo, LLC (Seller) and Acme, Inc (Buyer).

Benefits of a Lease Purchase Agreement

A Lease Purchase Agreement offers several advantages. For Acme, Inc (Buyer), it provides time to improve credit scores or secure necessary financing while living on the property. It also locks in a purchase price, protecting against potential market increases during the lease term. For DocuPal Demo, LLC (Seller), it ensures a steady income stream from monthly payments while awaiting the final sale.

Risks Associated with this Agreement

Both parties should be aware of potential risks. Acme, Inc (Buyer) risks losing the option fee and monthly payments if they choose not to, or are unable to, purchase the property at the end of the lease term. DocuPal Demo, LLC (Seller) is obligated to sell the property at the agreed-upon price, even if the market value increases above that price during the lease period. Careful consideration of financial capabilities and market conditions is crucial before entering this agreement.

Key Agreement Components

This agreement outlines several important elements:

- **Property Details:** Specifies the exact property under this agreement.
- **Lease Duration:** Defines the length of the lease period.
- **Purchase Price:** States the predetermined price at which Acme, Inc (Buyer) can purchase the property.
- **Option Fee:** The non-refundable fee paid by Acme, Inc (Buyer) for the option to purchase the property.
- **Monthly Payments:** The amount Acme, Inc (Buyer) pays each month during the lease term.
- **Maintenance Responsibilities:** Clarifies who is responsible for property maintenance and repairs.
- **Default Conditions:** Describes the conditions that would constitute a breach of the agreement.



- **Dispute Resolution:** Outlines the process for resolving any disagreements.

Glossary of Terms

This section clarifies the meaning of specific terms used in this Lease Purchase Agreement. These definitions are intended to provide a clear and consistent understanding of the agreement's provisions.

General Definitions

- **Lease Purchase Agreement:** This document, outlining the terms and conditions under which the Seller agrees to lease the property to the Buyer, with an option to purchase.
- **Seller:** DocuPal Demo, LLC, the current owner of the property, leasing it to the Buyer.
- **Buyer:** Acme, Inc, the party leasing the property from the Seller with the option to purchase.
- **Property:** The real estate and any improvements located at the address specified in this agreement.
- **Option Fee:** The non-refundable fee paid by the Buyer to the Seller for the exclusive right to purchase the property during the option period.
- **Purchase Price:** The agreed-upon price at which the Buyer may purchase the property, as detailed in this agreement.
- **Option Period:** The specified timeframe during which the Buyer has the exclusive right to exercise their option to purchase the property.

Property Condition

- **Material Defects:** Significant issues with the property that could substantially affect its value, habitability, or safety. These defects are not readily observable and require expert inspection to discover.
- **Major Systems:** Essential components of the property, including but not limited to:
 - HVAC (Heating, Ventilation, and Air Conditioning)
 - Plumbing
 - Electrical systems
 - Roofing



- Foundation.

The interpretation of "major systems" should align with standard industry practices and local building codes.

- **Routine Upkeep:** Regular maintenance tasks necessary to keep the property in good working order. This includes, but is not limited to, lawn care, minor repairs, and cleaning. It does not include repairs to major systems or addressing material defects.

