### **Owner Financing Agreement**

**This Owner Financing Agreement** ("Agreement") is entered into on [Date] by and between [Eco-Village Name], a [Legal Entity Type, e.g., non-profit corporation] organized under the laws of [State], hereinafter referred to as the "Seller," and [Buyer’s Full Name], hereinafter referred to as the "Buyer."

The Seller agrees to sell, and the Buyer agrees to purchase the property described below, with the Seller financing the purchase according to the terms and conditions outlined in this Agreement.

#### **1. Property Description**

* The property subject to this Agreement is located at [Full Address and Legal Description of the Property], hereinafter referred to as the "Property."
* The Property includes [list any buildings, fixtures, or other features included in the sale, if applicable].

#### **2. Purchase Price and Down Payment**

* The total purchase price of the Property is [Total Purchase Price, e.g., $150,000].
* The Buyer shall make an initial down payment of [Amount, e.g., $15,000], which shall be paid to the Seller at the time of signing this Agreement.

#### **3. Financed Amount**

* The Seller agrees to finance the remaining balance of [Amount Remaining After Down Payment, e.g., $135,000] (the "Financed Amount").

#### **4. Interest Rate**

* The Financed Amount shall bear interest at a fixed rate of [Interest Rate, e.g., 5%] per annum.
* Interest shall be calculated on a [monthly/annual] basis.

#### **5. Payment Terms**

* The Buyer agrees to make monthly payments of [Monthly Payment Amount, e.g., $1,200], beginning on [Payment Start Date] and continuing on the [Due Date of Each Month, e.g., 1st of each month] thereafter.
* Each payment shall be applied as follows:
	+ **Interest**: First to any accrued interest.
	+ **Principal**: The remainder applied to reduce the principal balance of the Financed Amount.

#### **6. Term of Loan**

* The loan term shall be [Loan Term, e.g., 15 years] from the payment start date.
* At the end of the loan term, any remaining principal and accrued interest shall be due in full (the "Balloon Payment"), unless otherwise agreed in writing by both parties.

#### **7. Prepayment Option**

* The Buyer has the right to prepay the Financed Amount in whole or in part at any time without penalty.
* Any prepayments will first be applied to interest and then to the principal balance, reducing the overall loan term.

#### **8. Property Taxes and Insurance**

* The Buyer agrees to pay all property taxes, assessments, and any other governmental charges levied on the Property.
* The Buyer shall maintain insurance coverage for the Property, including [specify types of insurance, e.g., liability, fire, and hazard insurance] in an amount sufficient to cover the outstanding balance of the Financed Amount. Proof of insurance must be provided to the Seller annually.

#### **9. Default and Remedies**

* **Events of Default**: The Buyer will be considered in default if:
	+ Buyer fails to make any monthly payment within [Grace Period, e.g., 15 days] after the due date.
	+ Buyer fails to maintain required insurance coverage or pay property taxes.
* **Remedies for Default**: If a default occurs, the Seller may:
	+ Provide written notice of default, giving the Buyer [Cure Period, e.g., 30 days] to remedy the default.
	+ If the default is not remedied within the cure period, the Seller may accelerate the balance due, foreclose on the Property, or pursue any other legal remedies available under this Agreement.

#### **10. Possession and Maintenance of Property**

* The Buyer shall take possession of the Property upon signing this Agreement and shall be responsible for the upkeep, maintenance, and any necessary repairs to the Property.
* The Buyer agrees to comply with all eco-village guidelines, including [mention any specific eco-village rules or standards for sustainable practices, use of shared resources, etc.].

#### **11. Transfer of Title**

* The Seller will retain legal title to the Property as security for payment of the Financed Amount until the Buyer has paid the full balance.
* Upon completion of payment of the Financed Amount, the Seller will deliver a warranty deed to the Buyer, conveying full ownership of the Property free of any encumbrances.

#### **12. Assignment and Transfer Restrictions**

* The Buyer may not assign this Agreement or transfer any interest in the Property without the prior written consent of the Seller.
* Any attempted transfer or assignment without Seller's consent will be considered a breach of this Agreement.

#### **13. Governing Law and Dispute Resolution**

* This Agreement shall be governed by the laws of the State of [State].
* Any disputes arising under this Agreement shall be resolved through [arbitration/mediation] prior to initiating legal action.

#### **14. Miscellaneous Provisions**

* **Entire Agreement**: This Agreement constitutes the entire agreement between the parties concerning the financing of the Property.
* **Amendments**: Any amendments to this Agreement must be in writing and signed by both parties.
* **Notices**: All notices required under this Agreement shall be delivered to the following addresses:
	+ **Seller**: [Seller’s Address]
	+ **Buyer**: [Buyer’s Address]

#### **15. Signatures**

Both parties hereby agree to the terms and conditions of this Owner Financing Agreement.

**Seller’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Buyer’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_