

## Cayena Creekside – Reservation Agreement

The undersigned agrees to place a FULLY REFUNDABLE DEPOSIT of \$5000, (to be held in escrow at Heritage Title Company), in order to secure FIRST RIGHT OF REFUSAL to purchase the lot designated from EAC OLD BEES CAVE PROPERTY LLC and/or it's assigns. This document shall serve to hold the lot designated while the undersigned reviews information, explores financing options, examines re-design possibilities, and awaits final pricing. This FIRST RIGHT OF REFUSAL may be withdrawn at any time by the undersigned and the \$5000 shall be refundable.

The undersigned has 14 days from the date of this document to provide the seller with proof of funds or pre-approval from a valid lender. Failure to provide proof of funds or pre-approval within the given time shall serve as a violation of this agreement, loss of the lot reservation, and return of the \$5000 deposit.

The undersigned hereby agrees to set an appointment within 72 hours of notification by the Cayena sales agent and execute a contract OR waive FIRST RIGHT OF REFUSAL and receive their \$5000 deposit in return. The Cayena sales agent will then be allowed to notify any interested party of the lot availability and is free to sell the lot.

The Reservation Deposit is intended solely to secure a FIRST RIGHT OF REFUSAL and does not constitute an obligation to sell the designated unit to the undersigned. In the event the undersigned desires to execute an earnest money contract for the designated lot, the deposit check (along with any additional required funds) will be recognized by Heritage Title Company as part of the executed contract package.

## **Reservation:**

Lot Number: Lot Premium Amount (\$): Desired Floorplan:

## **Contact Information:**

Name: Telephone: Email: Date:

Signature: