

# BUILDING AND ASSOCIATED AGREEMENT (BAA)

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Owner Information:

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

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Buyer Information:

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

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Building Information:

Property Address: \_\_\_\_\_

Legal Description / Parcel Number: \_\_\_\_\_

Building Type and Size: \_\_\_\_\_

Year Built: \_\_\_\_\_

Condition (as disclosed): \_\_\_\_\_

## Purchase Price and Payment Terms:

Purchase Price: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

### Clause 1 – Agreement to Sell and Purchase

Owner agrees to sell and Buyer agrees to purchase the real property and improvements described herein (the “Property”) on the terms and conditions set forth in this Agreement. Owner affirms having good and marketable title to the Property, free of all liens and encumbrances except as disclosed herein.

### Clause 2 – Condition of Property; AS-IS Sale

The Property is sold AS-IS, WHERE-IS, with all faults and without warranties except as expressly stated in this Agreement. Buyer acknowledges having had the opportunity to inspect the Property and accepts its condition subject only to rights provided in the inspection and contingency clauses herein.

### Clause 3 – Inspection and Due Diligence

Buyer shall have the right, at Buyer’s sole cost and expense, to conduct inspections, surveys, environmental assessments, appraisals, and other due diligence within the agreed timeframe. If Buyer discovers material adverse conditions not previously disclosed, Buyer may terminate this Agreement by written notice.

### Clause 4 – Owner’s Representations and Warranties

Owner represents and warrants that (a) Owner is the sole legal owner of the Property with full right and authority to

sell; (b) there are no undisclosed liens, encumbrances, or legal actions affecting the Property; (c) all disclosed information is true, accurate, and complete; and (d) to Owner's knowledge, no violations of law or regulations exist on the Property.

**Clause 5 – Closing and Possession**

Closing shall occur at a mutually agreed location. At Closing, Seller shall deliver a duly executed and recordable deed conveying good and marketable title free of liens except those accepted by Buyer. Possession shall be delivered to Buyer at Closing unless otherwise agreed in writing.

**Clause 6 – Risk of Loss**

Risk of loss or damage passes to Buyer upon Closing. Owner agrees to maintain the Property in its current condition until Closing, subject to ordinary wear and tear.

**Clause 7 – Purchase Price, Deposit, and Payment**

The total Purchase Price is \_\_\_\_\_ USD. Buyer shall pay a deposit of \_\_\_\_\_ USD (if any) upon execution of this Agreement, to be applied toward the Purchase Price at Closing. The balance shall be paid by wire transfer, cashier's check, or other immediately available funds acceptable to Owner at Closing.

**Clause 8 – Taxes, Fees, and Costs**

Buyer shall be responsible for all property taxes, recording fees, transfer taxes, and closing costs incurred after Closing. Owner shall pay any outstanding taxes, assessments, or liens existing as of Closing.

**Clause 9 – Title and Survey**

Owner shall provide a current title commitment and any required affidavits. Buyer may obtain a survey at Buyer's expense. Any exceptions or encroachments shall be resolved as agreed in writing prior to Closing.

**Clause 10 – Default and Remedies**

In the event Buyer defaults, Owner may terminate this Agreement and retain the deposit as liquidated damages, without prejudice to other remedies available by law. If Owner defaults, Buyer may seek specific performance, damages, or return of deposit.

**Clause 11 – Notices**

All notices shall be in writing and deemed given upon hand delivery, nationally recognized overnight courier, certified mail return receipt requested, or electronic communication with confirmation, addressed as set forth herein or as updated by written notice.

**Clause 12 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 13 – Entire Agreement; Amendments**

This Agreement, along with any attached exhibits or schedules, constitutes the entire agreement between the parties. Any amendments or modifications must be in writing and signed by both parties.

**Clause 14 – Severability**

If any provision of this Agreement is held invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

**Clause 15 – Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one instrument. Electronic signatures shall be deemed valid and binding.

**Clause 16 – Confidentiality**

The terms of this Agreement and related negotiations shall be kept confidential by the parties except as required by law or agreed between parties in writing.

**Clause 17 – Representations Regarding Authority**

Each party represents and warrants it has full power and authority to enter into this Agreement and perform its obligations herein.

**Clause 18 – No Waiver**

No failure or delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies.

**Clause 19 – Assignment**

Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above.

**OWNER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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