

REAL ESTATE PURCHASE AND SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Information:

Address: _____

Legal Description: _____

Parcel Number / Tax ID: _____

Property Type: _____

Current Use: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the Property described above upon the terms and conditions set forth in this Agreement.

Clause 2 – Property Condition and Inspection

Buyer acknowledges the opportunity to inspect the Property and agrees to accept it in its current condition, subject to any inspections or contingencies expressly provided herein.

Clause 3 – Title and Conveyance

Seller shall convey marketable fee simple title to the Property by general warranty deed, free and clear of all liens and encumbrances except those expressly agreed upon by Buyer in writing.

Clause 4 – Closing

The Closing shall occur at a mutually agreed upon time and place following satisfaction of all conditions precedent, with delivery of deed and payment of the Purchase Price.

Clause 5 – Earnest Money and Deposits

Buyer shall deposit earnest money as specified above, which shall be held in escrow and applied to the Purchase Price at Closing or otherwise disposed of in accordance with this Agreement.

Clause 6 – Financing Contingency

This Agreement is contingent upon Buyer obtaining financing on terms acceptable to Buyer within a specified time period. If Buyer fails to obtain such financing, Buyer may terminate this Agreement without penalty.

Clause 7 – Property Taxes and Prorations

Property taxes, assessments, rents, and other expenses shall be prorated as of the date of Closing. Seller shall pay all taxes due prior to Closing.

Clause 8 – Representations and Warranties

Seller represents that Seller is the lawful owner with authority to sell the Property, that there are no undisclosed liens or claims, and that the Property complies with applicable laws and ordinances.

Clause 9 – Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing. If significant damage occurs prior to Closing, Buyer may elect to terminate or proceed with an adjustment to the Purchase Price.

Clause 10 – Default and Remedies

If Buyer defaults, Seller may retain the earnest money as liquidated damages. If Seller defaults, Buyer may seek specific performance or return of deposits and other remedies as provided by law.

Clause 11 – Disclosures

Seller shall provide all disclosures required by applicable law, including but not limited to lead-based paint disclosures, environmental hazards, and material defects.

Clause 12 – Inspections and Access

Buyer and agents shall have reasonable access to the Property to conduct inspections, appraisals, and surveys prior to Closing.

Clause 13 – Surveys and Boundary Disputes

Buyer may obtain a survey of the Property. Any boundary disputes or encroachments known to Seller shall be disclosed prior to Closing.

Clause 14 – Closing Costs

Closing costs shall be allocated as agreed by the parties or as required by local custom and law.

Clause 15 – Notices

All notices required or permitted shall be in writing and delivered by hand, mail, or electronic means to the addresses provided herein.

Clause 16 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____. Venue for any disputes shall be in the appropriate courts located in _____ County, _____.

Clause 17 – Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior agreements or representations.

Clause 18 – Amendments

Any amendments or modifications must be in writing and signed by both parties.

Clause 19 – Severability

If any provision is held invalid, the remainder of this Agreement shall remain in full force and effect.

Clause 20 – Counterparts and Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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