

REAL ESTATE PURCHASE AND SALE AGREEMENT

Property Location: _____

Date of Agreement: _____

Seller Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Information:

Street Address: _____

City: _____ State: _____

Zip Code: _____

Legal Description (if applicable): _____

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 real property described above (the “Property”) on the terms and conditions set forth in this Agreement.

Clause 2 – Condition of Property; AS-IS Sale

Buyer accepts the Property in its current AS-IS condition, without warranties or representations except as expressly set forth herein. Buyer acknowledges opportunity to inspect the Property prior to execution of this Agreement.

Clause 3 – Title and Conveyance

Seller warrants good and marketable title to the Property, free and clear of all liens, encumbrances, and claims except as expressly disclosed. Conveyance shall be by general warranty deed or other legally acceptable instrument.

Clause 4 – Closing

Closing shall occur at a mutually agreed location and time. At Closing, Seller shall deliver the deed and all documents necessary to transfer title to Buyer.

Clause 5 – Financing Contingency

This Agreement is contingent upon Buyer obtaining financing on terms acceptable to Buyer within a specified period. If financing is not obtained, Buyer may terminate this Agreement without penalty.

Clause 6 – Inspections and Due Diligence

Buyer shall have the right to conduct inspections and investigations of the Property within a specified due diligence period. Buyer may terminate this Agreement if unsatisfied with inspection results.

Clause 7 – Property Taxes, Assessments, and Utilities

Seller shall be responsible for all property taxes and assessments up to Closing. Buyer shall assume responsibility thereafter. Utilities shall be adjusted as of Closing.

Clause 8 – Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing. If substantial damage occurs before Closing, Buyer may terminate or require Seller to repair.

Clause 9 – Representations and Warranties

Seller represents that there are no undisclosed material defects or legal claims affecting the Property and that Seller has full authority to execute this Agreement.

Clause 10 – Default and Remedies

In the event of default by either party, the non-defaulting party may pursue remedies available at law or equity, including specific performance or damages.

Clause 11 – Notices

All notices shall be in writing and delivered in person, by certified mail, overnight courier, or electronic means with confirmed receipt, to the addresses provided by the parties.

Clause 12 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____. The parties consent to the exclusive jurisdiction of state or federal courts located in _____ County, _____.

Clause 13 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

Clause 14 – Severability

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

Clause 15 – Assignment

Neither party may assign this Agreement without prior written consent of the other party.

Clause 16 – Counterparts and Electronic Signatures

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

Clause 17 – Brokers

Each party represents and warrants that it has not retained any brokers or agents other than those disclosed in writing. Each party shall indemnify the other against broker claims.

Clause 18 – Escrow Instructions

If earnest money or other deposits are held in escrow, the parties agree to execute escrow instructions consistent with this Agreement.

Clause 19 – Environmental Matters

Seller represents that to the best of Seller's knowledge, the Property is free of hazardous materials and environmental violations.

Clause 20 – Signatures

The parties have executed this Agreement as of the date set forth above, intending to be legally bound.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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