

**FOR SALE BY OWNER (FSBO) RESIDENTIAL REAL ESTATE PURCHASE
AGREEMENT**

Property Address: _____

City: _____ State: _____ Zip Code: _____

Seller Information:

Full Name(s): _____

Phone Number: _____

Email Address: _____

Buyer Information:

Full Name(s): _____

Phone Number: _____

Email Address: _____

Purchase Price and Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Financing Contingency: _____

Closing Date: _____

Possession Date: _____

1. Property Description

The Seller agrees to sell and the Buyer agrees to purchase the residential real property described above, together with all improvements, fixtures, and appurtenances thereunto belonging (the "Property"), on the terms set forth in this Agreement.

2. Purchase Price and Payment

The total purchase price for the Property shall be as stated above, payable as follows: earnest money deposit to be held in escrow; balance paid at closing by wire transfer, cashier's check, or other immediately available funds.

3. Earnest Money Deposit

The earnest money deposit shall be delivered to the designated escrow agent within ____ business days after execution of this Agreement and shall be applied to the purchase price at closing.

4. Financing Contingency

Buyer's obligation to close this transaction is contingent upon Buyer obtaining financing on terms acceptable to Buyer within ____ days after execution of this Agreement. If Buyer fails to obtain financing timely and notifies Seller in writing, this Agreement shall terminate and earnest money shall be returned to Buyer.

5. Title and Survey

Seller shall provide Buyer with marketable title by general warranty deed subject only to permitted exceptions. Buyer may obtain a survey at Buyer's expense prior to closing.

6. Inspections

Buyer shall have the right to conduct inspections of the Property within ____ days after execution of this Agreement. Seller shall provide reasonable access. Buyer may terminate this Agreement if inspection reveals defects not acceptable to Buyer.

7. Condition of Property

The Property is sold in its present condition AS IS, without warranties, except as expressly provided herein. Seller discloses no known material defects except as stated herein.

8. Closing

Closing shall occur at a mutually agreed upon time and place. At closing, Seller shall deliver possession, deed, and any other required documents. Buyer shall pay the balance of the purchase price and closing costs as agreed.

9. Default

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

10. Notices

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by electronic mail with confirmation to the addresses provided.

11. Entire Agreement

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written. Any modifications must be in writing and signed by both parties.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles.

13. Severability

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

14. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one and the same instrument.

15. Additional Terms

16. Representations and Warranties

Seller represents that Seller is the lawful owner of the Property, has full authority to sell, and that the Property is free of undisclosed liens, encumbrances, or leases.

17. Fixtures and Personal Property

Only fixtures and appliances permanently affixed to the Property are included in the sale unless otherwise agreed in writing.

18. Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until closing and possession are delivered to Buyer.

19. Prorations

Taxes, utilities, and other costs shall be prorated between Seller and Buyer as of the closing date.

20. Dispute Resolution

Any dispute arising out of this Agreement shall be resolved first by mediation, then, if necessary, by binding arbitration in accordance with the rules of the American Arbitration Association.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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