

# LAND 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 Description:**

Legal Description: \_\_\_\_\_

Parcel Number / Tax ID: \_\_\_\_\_

Physical Address or Location: \_\_\_\_\_

## **Purchase Price and Payment Terms:**

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

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

## **Closing and Possession:**

Closing Date: \_\_\_\_\_

Possession Date: \_\_\_\_\_

## **Clause 1 – Agreement to Sell and Purchase**

Seller agrees to sell and Buyer agrees to purchase the real property described above, including all improvements, fixtures, and appurtenances, on the terms and conditions set forth in this Agreement. Seller warrants ownership and authority to sell.

## **Clause 2 – Property Condition; AS-IS**

Buyer acknowledges that the Property is sold AS-IS, WHERE-IS, with all faults and defects, known or unknown, and without warranties except as expressly stated herein. Buyer has had the opportunity to inspect the Property prior to execution.

## **Clause 3 – Title and Conveyance**

Seller shall convey good and marketable fee simple title free and clear of all liens, encumbrances, taxes (except current real estate taxes), and restrictions, by warranty deed or other appropriate instrument at Closing.

## **Clause 4 – Surveys and Inspections**

Buyer may obtain, at Buyer's expense, any surveys, inspections, or environmental assessments prior to Closing. Seller shall provide reasonable access for such purposes upon prior notice.

#### **Clause 5 – Closing Costs and Prorations**

Closing costs shall be allocated as follows: Seller shall pay for release of any liens, preparation of deed, and any agreed charges. Buyer shall pay for title insurance, recording fees, and any loan-related costs. Real estate taxes, rents, and utilities shall be prorated as of Closing.

#### **Clause 6 – 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 elect to terminate this Agreement or proceed with adjusted terms.

#### **Clause 7 – Default and Remedies**

If Buyer defaults, Seller may retain any earnest money as liquidated damages. If Seller defaults, Buyer may seek specific performance, damages, or return of earnest money. Both parties waive the right to trial by jury to the maximum extent permitted by law.

#### **Clause 8 – Notices**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth herein or such other address as designated by written notice.

#### **Clause 9 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. The parties consent to the exclusive jurisdiction and venue of the courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **Clause 10 – Entire Agreement; Amendments**

This Agreement, including any schedules or addenda, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements. Amendments must be in writing and signed by both parties.

#### **Clause 11 – Severability**

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

#### **Clause 12 – Counterparts; 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 constitute one and the same instrument.

#### **Clause 13 – Representations and Warranties**

Each party represents that it has full authority to enter into this Agreement and that execution does not violate any other agreement.

#### **Clause 14 – Brokers**

Each party represents that no broker or agent has been engaged or is entitled to a commission in connection with this transaction, except as disclosed.

#### **Clause 15 – Possession and Use**

Buyer shall take possession of the Property upon Closing and shall be responsible thereafter for all matters regarding the Property.

**Clause 16 – Environmental Matters**

Seller has disclosed all known environmental conditions affecting the Property. Buyer agrees to indemnify Seller against claims arising after Closing.

**Clause 17 – Taxes and Assessments**

Seller will pay all real estate taxes and assessments due and payable prior to Closing. Buyer will assume all taxes and assessments after Closing.

**Clause 18 – Additional Provisions**

Any additional terms mutually agreed upon shall be set forth in writing and attached as Addenda to this Agreement.

**Clause 19 – Inspection Contingency**

Buyer's obligation to close is contingent upon satisfactory inspection results within \_\_\_\_ days of execution.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above, intending to be legally bound thereby.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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