

# REAL ESTATE PURCHASE AGREEMENT

Property Address: \_\_\_\_\_ Contract Date: \_\_\_\_\_

## Seller Information:

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

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

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

## Buyer Information:

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

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

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

## Property Description:

Legal Description (if applicable): \_\_\_\_\_

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

Lot Size / Area: \_\_\_\_\_

Zoning Classification: \_\_\_\_\_

## Purchase Price and Payment Terms:

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

Earnest Money Deposit: \_\_\_\_\_ USD

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

## Section 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the real property described herein, together with all improvements, fixtures, and appurtenances, subject to the terms and conditions set forth in this Agreement. Seller warrants that Seller has full legal right and authority to enter into this Agreement and convey good and marketable title.

## Section 2 – Property Condition and Inspection

Buyer acknowledges the opportunity to inspect the Property and accepts it in its present condition, AS IS, WHERE IS, without warranties except as expressly stated in this Agreement. Buyer may conduct inspections to be completed within the due diligence period specified herein.

## Section 3 – Title and Survey

Seller shall provide Buyer with marketable title subject only to permitted exceptions. Buyer may obtain a survey at Buyer's expense. Any title objections must be raised within the specified timeframe.

## Section 4 – Closing

Closing shall occur at a mutually agreed location and time. At Closing, Seller shall deliver a duly executed and recordable deed conveying title free of encumbrances except those permitted. Buyer shall pay the balance of the Purchase Price.

## Section 5 – Prorations and Adjustments

Real estate taxes, assessments, rents, and other income or expenses associated with the Property shall be prorated as of the Closing Date in accordance with customary practices.

#### **Section 6 – Risk of Loss**

Risk of loss or damage to the Property shall remain with Seller until Closing. If material damage occurs prior to Closing, Buyer may terminate this Agreement or proceed with appropriate adjustments.

#### **Section 7 – Representations and Warranties**

Seller represents that there are no known violations of laws, liens, or encumbrances affecting the Property except those disclosed. Seller has complied with all applicable laws and regulations.

#### **Section 8 – Default and Remedies**

If Buyer defaults, Seller may retain deposits as liquidated damages. If Seller defaults, Buyer may seek specific performance or termination with return of deposits.

#### **Section 9 – Notices**

All notices under this Agreement must be in writing and delivered by hand, certified mail, overnight courier, or electronic transmission with confirmation, to the parties at their respective addresses.

#### **Section 10 – Governing Law and Venue**

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

#### **Section 11 – Entire Agreement**

This Agreement, including all exhibits and addenda, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

#### **Section 12 – Amendments**

No amendment or waiver of any term shall be effective unless in writing and signed by both parties.

#### **Section 13 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall have the same force and effect as original signatures.

#### **Section 14 – Brokers**

Each party represents and warrants that no broker or agent has participated in this transaction except as identified herein. Each party shall indemnify the other against claims by brokers not disclosed.

#### **Section 15 – Miscellaneous**

If any provision is found invalid, the remainder shall remain in full force. Headings are for convenience only and do not affect interpretation. Time is of the essence in this Agreement.

#### **Section 16 – Confidentiality**

The terms of this Agreement and related negotiations shall remain confidential except as required by law or agreed by the parties.

#### **Section 17 – Environmental Matters**

Seller represents no known environmental hazards or violations exist affecting the Property. Buyer may conduct environmental assessments during due diligence.

**Section 18 – Utilities and Access**

Seller shall provide Buyer with access and utility services as of Closing. Any existing utility agreements shall be assigned to Buyer.

**Section 19 – Disclosure**

Seller shall provide all legally required disclosures regarding the Property. Buyer acknowledges receipt of all such disclosures prior to execution.

**Section 20 – Signatures**

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

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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