

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:

Property Address: _____

Legal Description: _____

Parcel Number (APN): _____

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, including all improvements and fixtures, on the terms and conditions set forth in this Agreement.

Clause 2 – Condition of Property; AS-IS Sale

The Property is sold AS-IS, WHERE-IS, with all faults and defects, known or unknown, without warranties or representations other than those expressly set forth in this Agreement. Buyer has conducted all inspections deemed necessary and accepts the Property's condition subject only to rights provided herein.

Clause 3 – Title and Title Insurance

Seller shall convey marketable and insurable title by good and sufficient deed at Closing, free and clear of all liens, encumbrances, restrictions, and claims, except those disclosed and accepted by Buyer. Buyer may obtain title insurance at Buyer's expense.

Clause 4 – Closing and Possession

Closing shall occur at a mutually agreed location. Possession shall be delivered to Buyer upon Closing unless otherwise agreed in writing. Seller shall maintain the Property in its current condition until Closing, ordinary wear and tear excepted.

Clause 5 – Inspections and Due Diligence

Buyer shall have the right to conduct inspections, investigations, and tests of the Property within the Due Diligence Period. If defects material to the value or use of the Property are discovered, Buyer may terminate this Agreement by written notice, in accordance with the terms herein.

Clause 6 – Disclosures

Seller has provided all material disclosures required by applicable law, including but not limited to environmental hazards, zoning, lead-based paint (if applicable), and known defects affecting the Property.

Clause 7 – Representations and Warranties

Seller represents that Seller is the sole owner of the Property and has full authority to sell. No notices of violation of law or code have been received that remain unresolved. All statements herein are true and accurate as of the date of execution.

Clause 8 – Prorations and Adjustments

Taxes, assessments, rents, utilities, and other costs shall be prorated as of the Closing Date. Buyer shall be responsible for all costs accruing after Closing.

Clause 9 – Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing. In the event of substantial damage prior to Closing, Buyer may elect to terminate or proceed with adjusted terms.

Clause 10 – Default and Remedies

If Buyer defaults, Seller may retain deposits as liquidated damages. If Seller defaults, Buyer may seek specific performance or damages as provided by law.

Clause 11 – Notices

All notices shall be in writing and delivered to the parties at the addresses provided in this Agreement, by hand, certified mail, overnight courier, or electronic means capable of confirming receipt.

Clause 12 – Governing Law and Venue

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

Clause 13 – Entire Agreement

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

Clause 14 – Counterparts and Electronic Signatures

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

Clause 15 – Additional Provisions

Any additional terms, disclosures, or contingencies agreed upon by the parties shall be set forth in attached addenda or schedules, incorporated herein by reference.

Clause 16 – Brokers

Seller and Buyer each represent that they have not engaged any broker or agent except as disclosed. Each party shall indemnify the other against claims by any broker not disclosed.

Clause 17 – Survival

The representations, warranties, covenants, and agreements contained herein shall survive Closing and delivery of the deed.

Clause 18 – Severability

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

Clause 19 – Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.

Clause 20 – Signatures; Attachments

The parties have executed this Agreement as of the date first written above. Attached exhibits and addenda are incorporated by reference and form part of this Agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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