

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

Property Location: _____ Date: _____

Seller Information:

Full Legal Name: _____

Business Entity Type (if applicable): _____

Federal Tax ID / SSN: _____

Address: _____

Phone / Email: _____

Buyer Information:

Full Legal Name: _____

Business Entity Type (if applicable): _____

Federal Tax ID / SSN: _____

Address: _____

Phone / Email: _____

Property Description:

Legal Description: _____

Physical Address: _____

Parcel Number / Tax ID: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Closing and Possession:

Closing Location: _____

Possession Date/Time: _____

Contingencies and Conditions:

This Agreement is contingent upon the following conditions (check and complete as applicable): - Buyer's inspection and approval of the property condition. - Satisfactory review and approval of property title and liens. - Buyer obtaining financing on terms acceptable to Buyer. - Approval of zoning, environmental, and land use. - Other contingencies as agreed upon by the parties.

Representations and Warranties:

Seller represents and warrants that Seller is the lawful owner of the Property, has full authority to sell the Property, and that the Property will be conveyed free and clear of all liens and encumbrances except as disclosed herein. Seller further

warrants that there are no pending or threatened legal actions, environmental claims, or other matters adversely affecting the Property that have not been disclosed.

Risk of Loss:

Risk of loss or damage to the Property shall remain with the Seller until Closing. In the event of material damage or destruction prior to Closing, Buyer may elect to terminate this Agreement and receive a return of deposit or proceed with the purchase subject to agreed adjustments.

Title and Closing Documents:

At Closing, Seller shall deliver to Buyer a good and marketable title to the Property, free of all liens and encumbrances except those approved by Buyer. Seller shall provide all standard closing documents including warranty deed, affidavits, and any other necessary instruments to transfer title in compliance with applicable law.

Brokerage Fees:

Any brokerage fees or commissions related to this transaction shall be paid as agreed in separate written agreements. Seller and Buyer each represent that no undisclosed brokers or agents are entitled to commissions or fees.

Default and Remedies:

If Buyer fails to perform under this Agreement, Seller may retain all deposits as liquidated damages. If Seller fails to perform, Buyer may seek specific performance, return of deposits, and any other remedies available at law or equity.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. Any disputes arising out of this Agreement shall be resolved exclusively in the state or federal courts located within _____ County, _____.

Notices:

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic mail with confirmation to the addresses listed above or such other addresses as the parties may designate in writing.

Entire Agreement and Amendments:

This Agreement, including all exhibits and schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations. Amendments or modifications must be in writing and executed by both parties.

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

Confidentiality:

The terms and conditions of this Agreement shall be treated as confidential by the parties and shall not be disclosed to third parties except as required by law or as necessary to perform the obligations hereunder.

Signatures; Counterparts:

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

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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