

HOME SALE OFFER AGREEMENT

Offer Location: _____ Offer Reference No.: _____

Seller Information:

Full Name: _____

Government Issued ID / Driver License No.: _____

Current Address: _____

Phone / Email: _____

Buyer Information:

Full Name: _____

Government Issued ID / Driver License No.: _____

Current Address: _____

Phone / Email: _____

Property Details:

Property Address: _____

Legal Description: _____

Parcel Number / Tax ID: _____

Lot Size: _____ Square Footage: _____

Year Built: _____ Number of Bedrooms: _____

Number of Bathrooms: _____ Garage / Parking: _____

Offer Price and Payment Terms:

Offer Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Clause 1 – Offer and Acceptance

This document constitutes an offer by the Buyer to purchase the Property described above on the terms and conditions set forth herein. Seller’s acceptance of this offer must be in writing and signed by the Seller to be effective.

Clause 2 – Property Condition and Inspection

Buyer acknowledges that Buyer has had the opportunity to inspect the Property, including but not limited to structural, mechanical, electrical, plumbing, and environmental conditions. Buyer accepts the Property in its current condition AS IS, WHERE IS, except as otherwise expressly provided in this Agreement.

Clause 3 – Title and Ownership

Seller represents that the Seller is the sole legal owner of the Property and has the full right and authority to sell the Property free and clear of all liens, encumbrances, claims, and restrictions except those disclosed in writing to Buyer.

Clause 4 – Closing

The closing of the sale (the “Closing”) shall occur at a mutually agreed location and time, upon satisfaction or waiver of

all contingencies set forth in this Agreement. At Closing, Seller shall deliver to Buyer a marketable and insurable title to the Property by warranty deed or other appropriate transfer documents.

Clause 5 – Contingencies

This offer is contingent upon Buyer's satisfaction with inspections, financing, appraisal, and any other conditions specified herein. Buyer shall have the right to terminate this Agreement if any contingency is not met within the specified time periods.

Clause 6 – Earnest Money Deposit

Buyer shall deposit earnest money in the amount stated above with the designated escrow agent within the agreed timeframe. The earnest money shall be applied towards the Purchase Price at Closing or returned to the Buyer if this Agreement is terminated in accordance with its terms.

Clause 7 – Default and Remedies

If Buyer defaults in the performance of this Agreement, Seller may retain the earnest money deposit as liquidated damages, and/or pursue any other remedies available at law or in equity. If Seller defaults, Buyer may seek specific performance, damages, or other remedies.

Clause 8 – Disclosures

Seller shall provide Buyer with all required disclosures, including but not limited to property condition disclosures, lead-based paint disclosures, and any other disclosures required by applicable law.

Clause 9 – Risk of Loss

Risk of loss or damage to the Property shall remain with the Seller until Closing, after which risk passes to the Buyer.

Clause 10 – Possession

Possession of the Property shall be delivered to Buyer at Closing unless otherwise agreed in writing.

Clause 11 – 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 12 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements. Any amendments must be in writing and signed by both parties.

Clause 13 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed delivered when personally delivered, sent by nationally recognized overnight courier, or sent by certified mail return receipt requested to the addresses set forth above.

Clause 14 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Electronic signatures shall be deemed as valid and binding as original signatures.

Clause 15 – Severability

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

Clause 16 – Representations and Warranties

Each party represents and warrants that it has the full power and authority to enter into this Agreement and perform its obligations hereunder.

Clause 17 – Brokers

Each party represents that it has not engaged any broker or agent in connection with this transaction, or if so, agrees to be responsible for any commissions payable.

Clause 18 – Additional Provisions

Any additional provisions or special terms agreed upon by the parties shall be attached to and incorporated into this Agreement as addenda.

Clause 19 – Confidentiality

The terms and conditions of this Agreement shall remain confidential except as required by law or as agreed in writing by the parties.

Clause 20 – Signatures

The parties have executed this Agreement as of the date written on the signature page below, intending to be legally bound.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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