

# 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 Information:**

Legal Description of Property: \_\_\_\_\_

Parcel Identification Number (PIN): \_\_\_\_\_

Physical Address of Property: \_\_\_\_\_

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

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

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

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

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

Seller agrees to sell and Buyer agrees to purchase the real property described above, together with all improvements, fixtures, and appurtenances, on the terms and conditions stated herein.

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

Buyer acknowledges that Buyer has had the opportunity to inspect the property and accepts it in its current condition, AS IS, WHERE IS, without any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

## **Clause 3 – Title and Survey**

Seller shall convey marketable title to the property by warranty deed free of all liens and encumbrances, except as disclosed herein. Buyer may obtain a survey at Buyer's expense prior to closing.

## **Clause 4 – Closing Date and Possession**

Closing shall occur on or before the date agreed upon by the parties. Possession shall be delivered to Buyer upon closing, unless otherwise agreed.

## **Clause 5 – Closing Costs**

Buyer and Seller shall each pay customary closing costs as provided by applicable law and local practice, including but not limited to recording fees, title insurance, taxes, and escrow fees.

**Clause 6 – Risk of Loss**

Risk of loss or damage to the property shall remain with Seller until closing. If material damage occurs before closing, Buyer may elect to terminate this Agreement or proceed to closing with appropriate adjustments.

**Clause 7 – Representations and Warranties**

Seller represents that Seller has full authority to sell the property, and that there are no undisclosed agreements, leases, easements, violations, or claims affecting the property except as disclosed herein.

**Clause 8 – Environmental Matters**

Seller makes no representations regarding environmental conditions. Buyer shall have the right to conduct environmental assessments and inspections prior to closing.

**Clause 9 – Default and Remedies**

If Buyer fails to perform, Seller may retain any deposits as liquidated damages. If Seller fails to perform, Buyer may seek specific performance or damages as provided by law.

**Clause 10 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any disputes shall be resolved in the courts of \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 11 – Entire Agreement; Amendments**

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

**Clause 12 – Notices**

All notices shall be in writing and shall be deemed delivered when personally delivered, sent by certified mail return receipt requested, or by nationally recognized overnight courier to the address of the parties.

**Clause 13 – Assignment**

Neither party may assign this Agreement without the prior written consent of the other party.

**Clause 14 – Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically, with such signatures having the same legal effect as originals.

**Clause 15 – Further Assurances**

Each party agrees to execute and deliver such further documents and take such actions as may be necessary to effectuate the terms of this Agreement.

**Clause 16 – Severability**

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

**Clause 17 – Waiver**

Failure to enforce any provision of this Agreement shall not constitute waiver of that provision or any other rights.

**Clause 18 – Headings**

Headings are for convenience only and shall not affect the interpretation of this Agreement.

**Clause 19 – No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the parties and their permitted successors and assigns and is not intended to benefit any third party.

**Clause 20 – Signatures**

The parties have caused this Agreement to be executed as of the date first written above.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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