

PROPERTY OFFER AGREEMENT

Property Location: _____ Offer Number: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Details:

Property Type: _____

Year Built: _____

Lot Size (sq ft): _____

Living Area (sq ft): _____

Number of Bedrooms: _____

Number of Bathrooms: _____

Property Condition: _____

Offer Price and Terms:

Offer Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method: _____

Closing Location: _____

Closing Costs Allocation: _____

Section 1 – Offer and Acceptance

Buyer hereby submits this offer to purchase the Property described herein subject to the terms and conditions contained in this Agreement. Seller's acceptance of this offer shall create a binding contract between Buyer and Seller.

Section 2 – Property Condition

Buyer acknowledges that Buyer has been given the opportunity to inspect the Property and agrees to accept the Property in its current condition, AS-IS, WHERE-IS, with all defects, latent or patent, except as may be expressly provided otherwise herein.

Section 3 – Title and Ownership

Seller represents that Seller is the sole owner of the Property and has the legal right to sell it free of all liens,

encumbrances, and claims except as disclosed in writing. Title shall be conveyed by general warranty deed or equivalent, free and clear of liens and encumbrances.

Section 4 – Earnest Money and Deposit

Upon execution of this Agreement, Buyer shall deposit earnest money as specified above with the designated escrow agent as a good faith deposit towards the purchase price. The terms and conditions under which the deposit may be retained or refunded shall be as set forth herein.

Section 5 – Financing Contingency

This Agreement is contingent upon Buyer obtaining financing upon terms acceptable to Buyer within the specified period. If Buyer is unable to obtain such financing, Buyer may terminate this Agreement and receive a refund of any earnest money deposit.

Section 6 – Inspections and Due Diligence

Buyer shall have the right to conduct all inspections, surveys, and investigations of the Property deemed necessary. Seller shall provide reasonable access to the Property for such purposes. Any objections or repair requests shall be negotiated in good faith.

Section 7 – Closing and Possession

Closing shall occur at the time and place agreed upon by the parties. Possession shall be delivered to Buyer upon closing, free of tenants and other occupants, unless otherwise agreed in writing.

Section 8 – Prorations

Real estate taxes, utilities, and other proratable items shall be prorated as of the closing date. Any rents, deposits, or fees shall be adjusted and transferred as appropriate.

Section 9 – 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 elect to terminate this Agreement or negotiate adjustments.

Section 10 – Default and Remedies

If Buyer defaults, Seller may retain the earnest money deposit as liquidated damages or pursue other remedies at law or equity. If Seller defaults, Buyer may seek specific performance or terminate this Agreement and receive a refund of earnest money.

Section 11 – Disclosure and Compliance

Seller shall provide all legally required disclosures regarding the Property and shall comply with all applicable laws and regulations. Buyer acknowledges receipt of all such disclosures.

Section 12 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Venue for any disputes shall lie exclusively in the courts of _____ County, _____.

Section 13 – Entire Agreement

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

Section 14 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, by certified mail, overnight courier, or electronic delivery with confirmation, to the addresses set forth herein.

Section 15 – Counterparts and Execution

This Agreement may be executed in counterparts, each deemed an original, and may be executed and delivered by electronic means, including PDF and electronic signatures.

Section 16 – Confidentiality

The terms and conditions of this Agreement shall be kept confidential by both parties except as required by law or with prior written consent.

Section 17 – Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except Buyer may assign to an affiliated entity.

Section 18 – Brokers

Each party represents that it has not dealt with any real estate brokers or agents other than those disclosed. Each party shall indemnify the other against claims by any undisclosed brokers.

Section 19 – Waiver

No waiver of any breach or default shall be deemed a waiver of any other breach or default, nor shall any waiver constitute a continuing waiver.

Section 20 – Severability

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

BUYER'S SIGNATURE

SELLER'S SIGNATURE

Signature: _____

Signature: _____

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