

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:

Address / Legal Description: _____

Parcel Number / Tax ID: _____

Property Type (e.g., Residential, Commercial): _____

Size / Lot Dimensions: _____

Condition and Known Defects: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Clause 1 – Property Sale and Agreement Purpose

Seller agrees to sell and Buyer agrees to purchase the real property described above, including all improvements, fixtures, and appurtenances (collectively, the “Property”), on the terms set forth in this Agreement. Seller represents having full right, title, and authority to sell the Property free of all encumbrances except those disclosed herein.

Clause 2 – Property Condition; AS-IS Sale

The Property is sold AS-IS, WHERE-IS, with all faults and defects, whether known or unknown, without warranties except as expressly stated herein. Buyer acknowledges having had the opportunity to inspect the Property and accepts its condition subject only to remedies provided in this Agreement.

Clause 3 – Title and Conveyance

At Closing, Seller shall convey marketable and insurable title by warranty deed or equivalent instrument, free and clear of all liens and encumbrances except those permitted by Buyer or disclosed in this Agreement. Title shall be subject to all applicable easements, covenants, conditions, and restrictions of record.

Clause 4 – Closing and Possession

Closing shall occur at a mutually agreed location and time upon satisfaction of all conditions precedent. Possession of the Property shall be delivered to Buyer at Closing unless otherwise agreed in writing. Risk of loss passes to Buyer upon Closing.

Clause 5 – Closing Costs and Prorations

Buyer shall pay all customary Closing costs, including recording fees, title insurance premiums, and transfer taxes, unless otherwise specified. Property taxes, rents, utilities, and other proratable items shall be prorated as of the Closing date.

Clause 6 – Inspections and Due Diligence

Buyer shall have the right to conduct inspections, surveys, and investigations of the Property within a specified due diligence period. Buyer may terminate this Agreement by written notice if unsatisfied with the results, in which case any deposits shall be returned as provided herein.

Clause 7 – Representations and Warranties

Seller represents that to the best of Seller's knowledge, there are no known zoning violations, environmental hazards, or pending legal actions materially affecting the Property. Seller shall disclose all material facts affecting the value or use of the Property.

Clause 8 – Default and Remedies

If Buyer defaults, Seller may retain deposits as liquidated damages. If Seller defaults, Buyer may seek specific performance or damages. Remedies are cumulative and not exclusive. Both parties waive the right to jury trial for disputes arising under this Agreement.

Clause 9 – Notices

All notices shall be in writing and deemed delivered when personally delivered, mailed by certified mail, or sent by nationally recognized overnight courier to the addresses set forth herein or as later designated.

Clause 10 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of laws principles. Venue for disputes shall be the state or federal courts located in _____ County, _____.

Clause 11 – Entire Agreement and Amendments

This Agreement, including all attachments and schedules, constitutes the entire agreement between the parties. Any amendments must be in writing and signed by both parties.

Clause 12 – Severability

If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision reflecting the parties' intent.

Clause 13 – Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each deemed an original, and signatures delivered electronically shall be binding and enforceable.

Clause 14 – Additional Provisions

Any additional terms or conditions shall be set forth in attached addenda or schedules that are incorporated herein by reference.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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