

RESIDENTIAL 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:

Property Address: _____

Legal Description (if applicable): _____

Parcel Number / Tax ID: _____

Type of Property (e.g., Single Family, Condo): _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Section 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the real property described above, including all fixtures, improvements, and appurtenances, in accordance with the terms and conditions set forth in this Agreement.

Section 2 – Property Condition; AS-IS

Buyer accepts the Property in its current AS-IS condition, without warranties or representations by Seller except as expressly stated in this Agreement. Buyer acknowledges opportunity to inspect the Property and accepts its condition subject only to rights set forth herein.

Section 3 – Title and Conveyance

Seller shall convey good and marketable title to the Property by general warranty deed, free and clear of all liens, encumbrances, easements (except as disclosed), and restrictions, except those specifically listed in this Agreement.

Section 4 – Closing

The closing of the transaction shall occur at a mutually agreed location and time. At Closing, Seller shall deliver a duly executed deed, and Buyer shall pay the Purchase Price, less any deposits or credits as set forth herein.

Section 5 – Earnest Money and Deposits

The Earnest Money Deposit shall be held in escrow by the designated escrow agent and applied toward the Purchase Price at Closing. If Buyer defaults, Seller may retain the deposit as liquidated damages unless otherwise agreed.

Section 6 – Inspections and Due Diligence

Buyer shall have the right to conduct inspections and investigations of the Property within the inspection period. Seller shall provide reasonable access. Buyer shall notify Seller of any objections within the inspection period.

Section 7 – Financing Contingency

This Agreement is contingent upon Buyer's ability to obtain financing on terms acceptable to Buyer within the financing contingency period. If Buyer cannot obtain financing, Buyer may terminate the Agreement and receive a refund of deposits.

Section 8 – Property Taxes, Assessments, and Utilities

Seller shall pay all real estate taxes, assessments, and utilities up to the date of Closing. Buyer shall be responsible thereafter. Prorations shall be made as of the Closing date according to local custom.

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 terminate this Agreement or proceed with an adjustment to the Purchase Price.

Section 10 – Representations and Warranties

Seller represents that there are no known violations of law affecting the Property, no pending litigation, no undisclosed liens, and that all information provided to Buyer is true and correct.

Section 11 – Default and Remedies

In the event of default by either party, the non-defaulting party may pursue all remedies available at law or equity, including specific performance, damages, or termination as provided herein.

Section 12 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed duly delivered if sent by hand delivery, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation.

Section 13 – 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 jurisdiction and venue exclusively in the state or federal courts located in _____ County, _____.

Section 14 – Entire Agreement; Amendments

This Agreement, including any exhibits and addenda, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements. Amendments must be in writing and signed by both parties.

Section 15 – Severability

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

Section 16 – Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each deemed an original. Electronic signatures shall have the same force and effect as original signatures.

Section 17 – Brokers

Each party represents and warrants that it has dealt with no real estate broker or agent other than _____, and each party agrees to indemnify and hold the other harmless from any claims for brokerage commissions or fees.

Section 18 – Additional Agreements and Conditions

Any additional agreements, contingencies, or conditions shall be set forth in writing and attached hereto as addenda.

Section 19 – Disclosure Statements

Seller shall provide all required disclosure statements pursuant to applicable law prior to or at the execution of this Agreement.

Section 20 – Signatures

The parties have executed this Agreement as of the date set forth above, and acknowledge full understanding and acceptance of all terms herein.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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