

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: _____

Parcel Number: _____

Property Address: _____

Lot Size (Square Feet or Acres): _____

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 Property identified above, together with all improvements, fixtures, and appurtenances, subject to the terms and conditions contained in this Agreement.

Clause 2 – Condition of Property; AS-IS WHERE-IS

The Property is sold AS-IS, WHERE-IS, with all faults and defects, known or unknown, without any warranties or representations other than those expressly stated herein. Buyer acknowledges opportunity to inspect the Property and accepts its condition subject only to terms of this Agreement.

Clause 3 – Title and Vesting

Seller shall convey marketable and insurable title to the Property by General Warranty Deed or other appropriate instrument, free and clear of all liens, encumbrances, and claims except as otherwise disclosed and agreed upon in this Agreement.

Clause 4 – Closing

Closing shall occur at a mutually agreed location or escrow agent. Seller shall execute and deliver all documents necessary to transfer title and possession of the Property to Buyer, subject to this Agreement.

Clause 5 – Deposit and Earnest Money

Buyer shall deposit earnest money in the amount of _____ USD with escrow agent within _____ days of execution of this Agreement. Deposit shall be applied to Purchase Price at Closing or refunded as provided herein.

Clause 6 – Contingencies

This Agreement is contingent upon Buyer's satisfactory inspection, financing, and review of title. Buyer may terminate this Agreement and receive refund of deposit if contingencies are not satisfied or waived within agreed timeframes.

Clause 7 – Representations and Warranties of Seller

Seller represents that Seller is the sole owner of the Property with full authority to sell and that there are no undisclosed liens, assessments, or zoning violations affecting the Property.

Clause 8 – Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing and delivery of possession to Buyer.

Clause 9 – Prorations and Adjustments

Taxes, assessments, rents, and utilities shall be prorated as of the date of Closing, and Buyer and Seller shall cooperate to effectuate such adjustments.

Clause 10 – Default and Remedies

If Buyer defaults, Seller may retain deposit as liquidated damages. If Seller defaults, Buyer may seek specific performance or damages in accordance with applicable law.

Clause 11 – Notices

All notices shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic means with confirmation, to the addresses set forth herein or as later designated.

Clause 12 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflicts of law principles. Venue for any disputes shall be in the courts of _____ County, _____.

Clause 13 – Entire Agreement

This Agreement, including any attachments and addenda, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.

Clause 14 – Amendments

Any modifications or amendments shall be in writing and signed by both parties.

Clause 15 – Severability

If any provision is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

Clause 17 – Brokers

Each party represents that it has not engaged any broker or agent, except as disclosed, and shall indemnify the other against any claims for commissions or fees.

Clause 18 – Inspection and Access

Buyer and Buyer's agents shall have reasonable access to the Property for inspection and investigation purposes prior to Closing.

Clause 19 – Closing Deliverables

Seller shall deliver at Closing all necessary documents, including deed, title affidavits, and any required disclosures.

Clause 20 – Signatures and Execution

The parties have executed this Agreement as of the date first written above, intending to be legally bound.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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