

REAL PROPERTY 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: _____

Lot Size / Dimensions: _____

Improvements / Fixtures Included: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the real property described above, together with all improvements, fixtures, and appurtenances thereon (collectively, the “Property”), on the terms set forth herein. Seller represents that Seller has full right, title, and authority to convey the Property and that no third party consent is required other than as expressly stated in this Agreement.

Clause 2 – Condition; AS-IS WHERE-IS

Except as expressly stated in writing in this Agreement, the Property is sold AS-IS, WHERE-IS, with all faults, and without any express or implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose under applicable law. Buyer acknowledges having had the opportunity to inspect the Property and accepts the apparent condition subject only to rights provided in the inspection contingency clause.

Clause 3 – Documents and Title

At Closing, Seller shall deliver a marketable, insurable, and insurable title to the Property free and clear of all liens, encumbrances, and defects except those expressly permitted herein. Seller shall provide all documents necessary to transfer title, including but not limited to a warranty deed or quitclaim deed, and any affidavits or certificates required by law or the title company.

Clause 4 – Seller’s Representations and Warranties

Seller represents and warrants that: (a) Seller is the sole legal and beneficial owner of the Property with good and marketable title; (b) the Property is free and clear of all liens, security interests, mortgages, taxes, charges, assessments, and encumbrances of any kind except those disclosed herein; (c) no notices of violation, environmental hazards, or pending litigation affect the Property to Seller’s knowledge; and (d) Seller has disclosed to Buyer all material facts and defects known to Seller. These warranties survive Closing as permitted by law.

Clause 5 – Inspections and Due Diligence

Buyer may, at Buyer’s sole cost, conduct inspections, surveys, environmental assessments, and other due diligence within ____ days after mutual execution of this Agreement. If any material defects are discovered, Buyer may notify Seller and terminate this Agreement within the specified period, receiving a refund of any deposit, less costs incurred. Failure to timely notify constitutes acceptance of the Property.

Clause 6 – Risk of Loss and Possession

Risk of loss or damage to the Property shall remain with Seller until Closing and possession transfer. Seller shall maintain the Property in its current condition, reasonable wear and tear excepted. Possession shall be delivered to Buyer at Closing unless otherwise agreed in writing.

Clause 7 – Purchase Price, Deposit, and Payment

The total Purchase Price is _____ USD. Buyer shall pay a deposit of _____ USD (if any) upon execution, to be applied to the Purchase Price at Closing. The balance shall be paid by wire transfer, cashier’s check, or other immediately available funds acceptable to Seller at Closing. Any escrow arrangements shall be governed by separate escrow instructions.

Clause 8 – Prorations, Taxes, and Fees

Property taxes, assessments, utilities, rents, and other charges shall be prorated as of the Closing date. Buyer shall be responsible for all recording fees, transfer taxes, escrow fees, and any other costs related to the transfer of title and possession.

Clause 9 – Liens and Encumbrances

Seller shall convey the Property free and clear of all liens and encumbrances except those specifically permitted in this Agreement. If any lien or encumbrance arises prior to Closing, Seller shall promptly remove or satisfy the same at Seller’s sole cost.

Clause 10 – Closing Deliverables

At Closing, Seller shall deliver: (a) the properly executed deed conveying title to Buyer; (b) any affidavits, certificates, or documents required by law or lender; (c) evidence of satisfaction of all liens and encumbrances; and (d) keys, codes, and any access devices to the Property.

Clause 11 – Maintenance and Access Prior to Closing

Seller shall maintain the Property in substantially the same condition until Closing and allow Buyer reasonable access for inspections, appraisals, and other due diligence activities upon reasonable notice.

Clause 12 – Insurance

Seller shall maintain insurance coverage on the Property until Closing. Buyer is responsible for obtaining insurance effective upon possession transfer.

Clause 13 – Personal Information and Privacy

The parties agree to handle any personal information exchanged during negotiation and performance of this Agreement in compliance with applicable privacy laws. Such information shall only be used for purposes related to this transaction.

Clause 14 – Confidentiality

The terms of this Agreement and any non-public information exchanged shall be treated confidentially and not disclosed except as required by law or to professional advisors and parties involved in the transaction.

Clause 15 – Default and Remedies

If Buyer materially breaches this Agreement and fails to cure within ____ days after notice, Seller may terminate and retain any deposit as liquidated damages without prejudice to other remedies. If Seller materially breaches and fails to cure within ____ days after notice, Buyer may terminate, recover deposits, and seek any other remedies under law.

Clause 16 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted to best carry out the parties’ intentions.

Clause 17 – Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the parties regarding the Property and supersedes all prior negotiations. Amendments must be in writing and signed by both parties to be effective.

Clause 18 – Notices

All notices shall be given in writing and deemed received when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming transmission to the addresses listed herein or as otherwise designated.

Clause 19 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of state or federal courts located in _____ County, _____.

Clause 20 – Execution, Counterparts, and Attachments

This Agreement may be executed in counterparts, each deemed an original and all together constituting one instrument. Attached Schedules and exhibits are incorporated herein by reference. The parties have executed this Agreement as of the date first written above.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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