# REAL ESTATE INVESTMENT AGREEMENT

Location: _____ Date: _____

**Investor Information:**

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

**Property Information:**

Property Address: _____

Legal Description / Parcel Number: _____

Type of Property: _____

Zoning Classification: _____

**Investment Terms:**

Investment Amount (USD): _____

Ownership Percentage (%): _____

Payment Method and Schedule: _____

**Clause 1 – Purpose of Agreement**

This Agreement documents the terms and conditions under which the Investor shall invest in the real estate property described herein, with the intent to acquire an ownership interest and share in profits or losses as specified.

**Clause 2 – Investment and Ownership**

Investor agrees to contribute the Investment Amount set forth above to the Property Owner or designated entity. In exchange, Investor shall receive an ownership interest reflecting the Ownership Percentage indicated.

**Clause 3 – Use of Funds**

The Investment Amount shall be used solely for purposes related to the acquisition, improvement, management, and operation of the Property, including but not limited to purchase price, closing costs, renovation expenses, and holding costs.

**Clause 4 – Representations and Warranties**

The Property Owner represents that it holds clear and marketable title to the Property, free of liens or encumbrances except as disclosed, and that all information relevant to the Property's condition and value has been disclosed to the Investor.

**Clause 5 – Risks and Acknowledgments**

Investor acknowledges that investment in real estate involves risks including market fluctuations, liquidity constraints, and unforeseen expenses. Investor has had the opportunity to perform due diligence and agrees to accept these risks.

**Clause 6 – Profit and Loss Sharing**

Net profits and losses arising from the Property shall be shared pro rata according to Ownership Percentages.

Distributions shall be made quarterly or as otherwise agreed in writing.

**Clause 7 – Management and Control**

Property management shall be conducted by the Property Owner or an appointed manager. Investor shall have rights to periodic reports and reasonable access to information but shall not participate in day-to-day management unless otherwise agreed.

**Clause 8 – Transfer and Assignment**

Investor may not transfer, assign, or encumber their interest in the Property without prior written consent of the Property Owner, which shall not be unreasonably withheld.

**Clause 9 – Taxes and Expenses**

Each party shall be responsible for their own tax obligations arising from this investment. Property-related expenses shall be paid from Property funds prior to distribution of profits.

**Clause 10 – Term and Termination**

This Agreement shall continue until terminated by mutual agreement or upon sale or disposition of the Property. Upon termination, proceeds from sale shall be distributed according to Ownership Percentages after satisfaction of liabilities.

**Clause 11 – Confidentiality**

The parties agree to keep confidential all non-public information exchanged in connection with this Agreement, except as required by law or with prior written consent.

**Clause 12 – Indemnification**

Each party agrees to indemnify and hold harmless the other against any claims, losses, or damages arising from breaches of this Agreement or negligence.

**Clause 13 – Governing Law and Venue**

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

**Clause 14 – Dispute Resolution**

Any disputes arising under this Agreement shall be resolved first by good faith negotiation, then by mediation, and if unresolved, by binding arbitration in accordance with the rules of the American Arbitration Association.

**Clause 15 – Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

**Clause 16 – Severability**

If any provision is found invalid or unenforceable, the remainder of this Agreement shall remain in effect and the invalid provision shall be replaced by a valid provision reflecting the parties' original intent.

**Clause 17 – Notices**

All notices shall be in writing and deemed given when delivered personally, sent by certified mail, or by recognized overnight courier to the addresses set forth in this Agreement.

**Clause 18 – Waiver**

Failure or delay to enforce any right shall not constitute a waiver of that right or any other rights.

**Clause 19 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

**Clause 20 – Signatures**

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

| INVESTOR'S SIGNATURE | PROPERTY OWNER'S SIGNATURE |
| --- | --- |
| Signature: _____ | Signature: _____ |

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