

WHOLESALE REAL ESTATE PURCHASE AND SALE AGREEMENT

Property Location: _____ Contract Date: _____

Seller Information:

Full Legal Name(s): _____

Address: _____

Phone Number / Email: _____

Buyer Information:

Full Legal Name(s): _____

Address: _____

Phone Number / Email: _____

Property Information:

Street Address: _____

City / State / Zip Code: _____

Legal Description / Parcel Number: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the Property described herein, including all improvements and fixtures, on the terms set forth in this Agreement.

Clause 2 – As-Is Condition

Buyer acknowledges that the Property is accepted in its current condition AS-IS, WHERE-IS, with all faults and defects, whether known or unknown, except as expressly stated in this Agreement.

Clause 3 – Title and Ownership

Seller warrants that Seller is the sole owner of the Property and has full authority to sell and convey good and marketable title free of all liens and encumbrances, except those specifically disclosed herein.

Clause 4 – Inspection and Due Diligence

Buyer shall have the right and opportunity to conduct inspections, surveys, and investigations of the Property within the Due Diligence Period. Buyer may terminate this Agreement without penalty by providing written notice within such period.

Clause 5 – Closing

Closing of the sale shall occur at a mutually agreed location. Seller shall deliver a duly executed and recordable deed conveying title to Buyer free of liens and encumbrances except as specified otherwise.

Clause 6 – Earnest Money

Buyer shall deposit earnest money as specified. Such funds shall be held in escrow and applied to the Purchase Price at Closing or disbursed according to the terms herein.

Clause 7 – Default and Remedies

If Buyer defaults, Seller may retain earnest money as liquidated damages. If Seller defaults, Buyer may seek specific performance or recover damages, including return of earnest money.

Clause 8 – Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing. In the event of substantial damage prior to Closing, Buyer may terminate or proceed as agreed.

Clause 9 – Representations and Warranties

Seller represents that no notices of violation, assessments, or claims affecting the Property are outstanding except as disclosed. Seller has disclosed all material facts known to Seller.

Clause 10 – Assignability

Buyer may assign this Agreement and its rights hereunder with Seller's prior written consent, which shall not be unreasonably withheld.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____. Exclusive venue shall lie in the courts of _____ County, _____.

Clause 12 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements.

Clause 13 – Amendments

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

Clause 14 – Notices

All notices shall be in writing and delivered by hand, certified mail, overnight courier, or email with confirmation to the addresses set forth herein.

Clause 15 – Confidentiality

Parties agree to keep terms of this Agreement confidential except as required by law or to enforce its provisions.

Clause 16 – Severability

If any provision is held invalid, the remainder shall remain in full force and effect.

Clause 17 – Counterparts and Electronic Signatures

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

Clause 18 – Broker Disclosure

Neither party has engaged a real estate broker or agent unless disclosed otherwise. Parties shall indemnify each other against broker claims.

Clause 19 – Environmental Matters

Seller makes no representations regarding environmental conditions. Buyer accepts responsibility to investigate and address environmental issues.

Clause 20 – Additional Documents

Parties agree to execute such further documents as may be reasonably necessary to consummate the transaction.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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