Real Estate Sales Contract

This **Real Estate Sales Contract** ("***Agreement***") is entered into as of ______ ("***Effective Date***") by and between the following parties:

Seller

Buyer

Seller and Buyer may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, Seller is the lawful owner of the real property described in this Agreement and desires to sell such property;

WHEREAS, Buyer desires to purchase the property under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows.

1. Sale of Property

Seller agrees to sell, and Buyer agrees to purchase, the following real property:

Property Information	**Details**
Property Address	
Legal Description	
Parcel or Tax Identification Number	
Type of Property	

The sale includes all buildings, structures, permanent improvements, fixtures, and appurtenances attached to the property unless expressly excluded in this Agreement.

The following items are excluded from the sale:

2. Purchase Price

The total purchase price for the property is . Payment shall be made as follows:

Payment Item	Amount
Earnest Money Deposit	
Additional Deposit (if applicable)	
Balance Due at Closing	

Buyer shall pay the balance of the purchase price in immediately available funds at Closing unless otherwise agreed in writing.

3. Earnest Money Deposit

Buyer shall deposit the earnest money with within business days after execution of this Agreement.

The earnest money shall be held in accordance with the escrow instructions and applied toward the purchase price at Closing.

If this Agreement is lawfully terminated, the earnest money shall be disbursed in accordance with the applicable provisions of this Agreement and any written escrow instructions.

4. Financing

This purchase is . If financing is required, Buyer shall use commercially reasonable efforts to obtain financing on acceptable terms.

Buyer shall promptly provide any information reasonably required by the lender and shall keep Seller informed regarding the financing process upon reasonable request.

Failure to obtain financing does not automatically terminate this Agreement unless expressly provided by written agreement between the Parties.

5. Property Condition

Buyer acknowledges having the opportunity to inspect the property before Closing.

Seller represents that, to Seller's knowledge, Seller has disclosed all known material facts concerning the property that could reasonably affect its value or intended use.

Except as expressly stated in this Agreement, Seller makes no additional representations or warranties regarding the property's condition.

6. Property Inspection

Buyer may conduct inspections of the property at Buyer's expense within ______ after the Effective Date.

Seller shall provide reasonable access to the property for inspections upon reasonable notice.

If inspections identify material issues, the Parties may negotiate repairs, credits, or other mutually acceptable resolutions. Any agreed modifications shall be documented in writing and signed by both Parties.

7. Title

Seller shall convey good and marketable title to the property, free from liens, claims, and encumbrances except for:

- Easements of record.
- Restrictive covenants of record.
- Utility rights.
- Any other permitted exceptions specifically identified before Closing.

If title defects are discovered before Closing, Seller shall have a reasonable opportunity to resolve them. If Seller is unable or unwilling to deliver marketable title, Buyer may terminate this Agreement and receive a return of any earnest money, unless the Parties agree otherwise in writing.

8. Closing

Closing shall occur on or before ________, or on another mutually agreed date. Closing shall take place at:

At Closing:

- Seller shall deliver all documents reasonably necessary to transfer ownership.
- Buyer shall deliver the remaining purchase price and execute all required purchase documents.

Ownership shall transfer upon completion of Closing and delivery of the applicable transfer documents.

9. Possession

Seller shall deliver possession of the property to Buyer on ________.

The property shall be delivered in substantially the same condition as on the Effective Date, subject to ordinary wear and tear and any agreed repairs.

Ownership shall transfer upon completion of Closing and delivery of the applicable transfer documents.

10. Closing Costs

Closing costs shall be allocated as follows:

Expense	Responsible Party
Purchase Price	
Transfer Documents	
Recording Fees	
Escrow Fees	
Title Costs	
Property Taxes and Assessments	
Other Costs	

11. Taxes, Utilities, and Assessments

Real estate taxes, utilities, association fees, rents, and similar recurring charges shall be prorated as of the Closing date unless otherwise agreed.

Seller remains responsible for obligations accruing before Closing, and Buyer becomes responsible for obligations accruing after Closing.

12. Risk of Loss

Seller bears the risk of loss or material damage to the property until Closing.

If the property suffers substantial damage before Closing, Buyer may terminate this Agreement or proceed with the purchase under mutually agreed revised terms.

13. Default

If Buyer fails to perform a material obligation under this Agreement without legal justification, Seller may pursue any remedies available under this Agreement or applicable law, including retention of the earnest money to the extent permitted by applicable law if so provided in the escrow arrangements.

If Seller fails to perform a material obligation under this Agreement without legal justification, Buyer may seek available legal or equitable remedies, including specific performance where permitted by applicable law or termination of this Agreement with return of the earnest money.

14. Representations and Warranties

Each Party represents that:

- It has the legal authority to enter into this Agreement.
- Execution of this Agreement does not violate any other binding obligation.
- It will perform its obligations in good faith.

Seller further represents that Seller is authorized to transfer ownership of the property described in this Agreement.

15. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, by certified or registered mail, or by electronic mail with confirmation of transmission to the addresses designated by the Parties.

Either Party may update its notice information by providing written notice to the other Party.

16. Assignment

Buyer may not assign or transfer this Agreement without Seller's prior written consent, which shall not be unreasonably withheld if assignment would not materially increase Seller's obligations or risks.

Seller may not assign Seller's obligations under this Agreement without Buyer's prior written consent.

17. Force Majeure

Neither Party shall be responsible for delays caused by events beyond that Party's reasonable control, including natural disasters, governmental actions, war, labor disruptions, or other extraordinary events that make performance temporarily impracticable.

The affected Party shall promptly notify the other Party and resume performance as soon as reasonably possible.

18. Amendment

This Agreement may be amended only by a written document signed by both Parties. No oral modification shall be effective.

19. Termination

This Agreement may be terminated:

- By mutual written agreement of the Parties.
- By Buyer if Seller fails to deliver marketable title within the period allowed under the Title clause.
- By Buyer following material property damage as provided in the Risk of Loss clause.
- By either Party if the other Party materially breaches this Agreement and fails to cure the breach within ______ days after receiving written notice, where the breach is capable of being cured.
- As otherwise expressly provided in this Agreement.

Upon termination, the Parties shall fulfill any surviving obligations, and any earnest money shall be disbursed in accordance with this Agreement and applicable escrow instructions.

20. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of __________, without regard to conflict of law principles.

Before initiating legal proceedings, the Parties shall make a good-faith effort to resolve any dispute through negotiation.

If the dispute cannot be resolved through negotiation, either Party may pursue available legal remedies in a court of competent jurisdiction unless the Parties separately agree to another dispute resolution process.

21. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the sale and purchase of the property and supersedes all prior negotiations, discussions, understandings, and agreements relating to its subject matter.

22. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

23. Waiver

A failure or delay by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right to enforce it later.

24. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Real Estate Sales Contract.

Seller

Name

Date

Signature

Buyer

Date

Name

Signature

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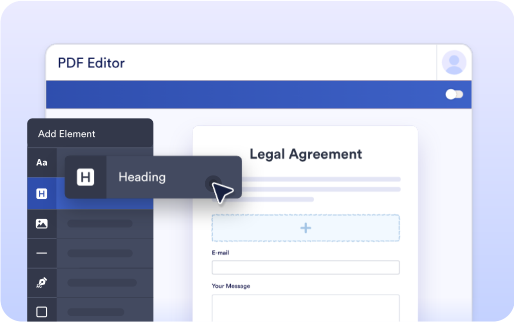

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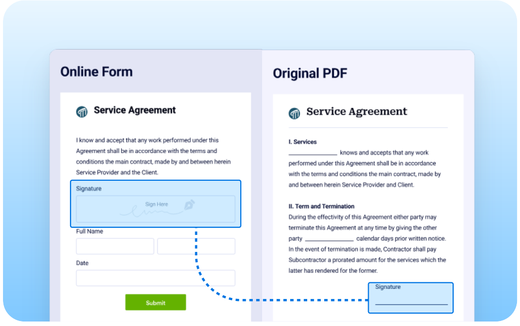

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