Wholesale Real Estate Contract

This **Wholesale Real Estate Purchase Contract** (“***Agreement***”) is made effective as of _____ by and between the following parties:

Seller

_____

_____ _____

_____ _____ _____ _____

_____ _____

Buyer

_____

_____ _____

_____ _____ _____ _____

_____ _____

Seller and Buyer are each a “***Party***” and together the “***Parties***.”

WHEREAS, Seller represents that Seller has the authority to sell the real property described in this Agreement; and

WHEREAS, Buyer wishes to purchase the Property, subject to the terms of this Agreement, with the right to assign Buyer’s contractual interest as stated below.

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. Property

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

Street Address: _____

City, State, Postal Code: _____

Legal Description or Parcel Number: _____

The real property, together with any fixtures, improvements, and other items included in the sale, is referred to as the “***Property***.”

Seller will transfer the Property with all improvements, fixtures, and rights that customarily pass with the Property, except for the following excluded items: _____ .

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2. Purchase Price and Payment

The total purchase price for the Property is _____ (“***Purchase Price***”).

Buyer will pay the Purchase Price as follows:

Payment	Amount	Due Date or Condition
Earnest Money Deposit	_____	Within _____ business days after the Effective Date
Remaining Purchase Price	_____	At Closing

The Earnest Money Deposit will be delivered to _____ and held in accordance with this Agreement. The Earnest Money Deposit will be credited toward the Purchase Price at Closing.

3. Earnest Money Deposit

If Buyer terminates this Agreement in accordance with the Due Diligence clause, title-related provisions, or any other permitted termination right, the Earnest Money Deposit will be returned to Buyer, less any agreed charges that are properly payable.

If Buyer fails to close without a valid contractual basis for termination, Seller may retain the Earnest Money Deposit as Seller’s sole monetary remedy, unless the Parties agree otherwise in writing.

If Seller fails to perform Seller’s obligations under this Agreement, Buyer may terminate this Agreement and receive an immediate return of the Earnest Money Deposit. Buyer may also pursue any other remedy available under applicable law.

4. Due Diligence and Inspection

Buyer will have until _____ to inspect and evaluate the Property, including its condition, permitted uses, title, zoning, access, utilities, marketability, repair needs, and any other matter Buyer considers relevant.

Seller will provide reasonable access to the Property for Buyer, Buyer’s contractors, inspectors, lenders, prospective assignees, and other representatives, subject to reasonable notice and Seller’s occupancy needs.

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Buyer may terminate this Agreement by providing written notice to Seller before the Due Diligence Expiration Date. Upon timely termination, the Earnest Money Deposit will be returned to Buyer.

Buyer will repair any physical damage caused by Buyer or Buyer's representatives during inspections, excluding ordinary wear and conditions discovered through noninvasive inspections.

5. Condition of Property

Except as expressly stated in this Agreement, Buyer will purchase the Property in its present condition, with all faults. Buyer acknowledges that Buyer has had the opportunity to inspect the Property and is not relying on any representation by Seller that is not expressly included in this Agreement.

Seller represents that, to Seller's knowledge, Seller has disclosed any material defects, claims, notices, or conditions affecting the Property that Seller is legally required to disclose.

6. Title and Closing Documents

Seller will convey good and marketable title to the Property by _____, free and clear of all liens, claims, encumbrances, leases, and other title defects, except for permitted exceptions accepted by Buyer in writing.

Buyer will have _____ days after receiving the title commitment, title report, or similar title information to object in writing to title matters that Buyer finds unacceptable. Seller will have _____ days after receiving Buyer's objections to cure the objections.

If Seller does not cure an objection that Buyer considers material, Buyer may waive the objection and proceed to Closing, negotiate an alternative resolution with Seller, or terminate this Agreement and receive the return of the Earnest Money Deposit.

Seller will sign and deliver all documents reasonably necessary to transfer title at Closing.

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7. Closing

Closing will occur on or before _____ through _____, unless extended by written agreement of the Parties.

At Closing, Seller will deliver the deed and other required transfer documents. Buyer will pay the remaining Purchase Price and execute documents reasonably required to complete the purchase.

Possession of the Property will transfer to Buyer at Closing, unless the Parties agree otherwise in writing.

8. Closing Costs and Prorations

Buyer will pay _____.
Seller will pay _____.

Property taxes, rents, utilities, association fees, and similar recurring charges will be prorated as of the Closing date. Any transfer taxes, recording fees, or other transaction charges will be paid as follows: _____.

9. Assignment

Buyer may assign Buyer's rights and obligations under this Agreement to another person or entity without Seller's further consent by delivering written notice of the assignment to Seller before Closing.

An assignment will not release Buyer from liability under this Agreement unless Seller expressly agrees in writing to release Buyer. Any assignee must perform Buyer's obligations under this Agreement.

The Parties acknowledge that Buyer is acquiring a contractual interest in the Property and may market or transfer that contractual interest where permitted by applicable law. Nothing in this Agreement authorizes either Party to act as a real estate broker, agent, or representative without any license or authorization required by applicable law.

Seller acknowledges that Buyer may assign Buyer's interest in this Agreement for consideration and that any assignee may complete the purchase. Seller understands that Buyer is not acting as Seller's real estate broker or agent unless separately stated in a written agreement.

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10. Seller Representations

Seller represents and warrants that:

- Seller is the lawful owner of the Property or has full authority to enter into this Agreement and sell the Property.
- Seller has not entered into another agreement that would prevent Seller from performing under this Agreement.
- There are no pending contracts, options, rights of first refusal, or other rights affecting the Property, except as disclosed in writing to Buyer.
- Seller will not further sell, lease, encumber, or transfer any interest in the Property before Closing without Buyer's written consent.

11. Risk of Loss

Seller bears the risk of loss or material damage to the Property until Closing. If the Property is materially damaged before Closing, Buyer may terminate this Agreement and receive the return of the Earnest Money Deposit, or elect to proceed with the purchase subject to an equitable adjustment or assignment of available insurance proceeds.

13. Notices

Any notice required under this Agreement must be in writing and delivered personally, by recognized courier, by certified mail, or by email to the contact information indicated in the first page of this Agreement.

A notice sent by email is effective when the sending Party receives confirmation that the message was delivered or received.

14. No Broker Representation

Each Party represents that it has not relied on any broker, agent, finder, or other intermediary except: _____.

Each Party will be responsible for any commission, fee, or claim arising from that Party's own actions or representations.

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15. Governing Law and Dispute Resolution

This Agreement will be governed by the laws of _____, without regard to its conflict-of-law rules.

Before starting formal legal proceedings, the Parties will attempt in good faith to resolve any dispute through direct discussion. If the dispute is not resolved, either Party may pursue available remedies in a court with proper authority located in _____.

16. Entire Agreement

This Agreement contains the complete agreement between the Parties concerning the Property and replaces all prior discussions, negotiations, and agreements concerning the transaction.

Any amendment must be in writing and signed by both Parties.

17. Electronic Signatures and Counterparts

The Parties may sign this Agreement electronically and in separate counterparts. Each signed counterpart will be treated as an original, and all counterparts together will form one agreement.

18. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

19. Acknowledgment

Each Party acknowledges that the Party has read this Agreement, understands its terms, has had the opportunity to seek independent legal, tax, financial, and real estate advice, and enters into this Agreement voluntarily.

Signatures

Seller

Name _____

Date _____

Signature _____

Buyer

Name _____

Date _____

Signature _____

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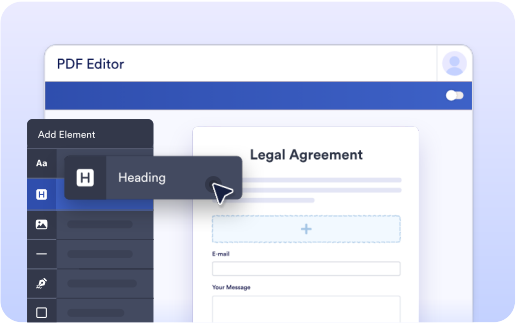
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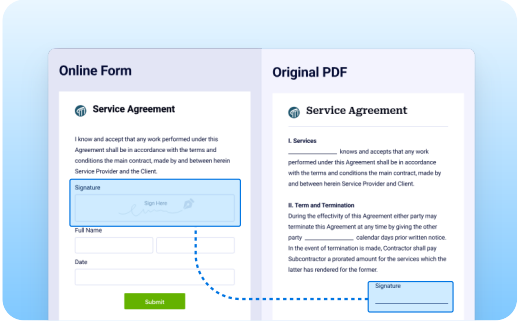
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