

**50-Real Estate Purchase Agreement:** Governs sale of real property.

## Real Estate Purchase Agreement

**Effective Date:** [Date]

**Between:**

**Seller:** [Seller's Full Name], located at [Seller's Address].

**Buyer:** [Buyer's Full Name], located at [Buyer's Address].

---

### 1. Property Description

- **1.1 Property Location:** The property subject to this Agreement (the "Property") is located at:
    - **Address:** [Property Address]
    - **Legal Description:** [Insert legal description of the property]
  - **1.2 Included Items:** The sale includes all fixtures, improvements, and attached structures on the Property, unless otherwise specified in this Agreement or by mutual agreement of the parties.
- 

### 2. Purchase Price

- **2.1 Total Purchase Price:** The total purchase price for the Property is **[Amount] USD** (the "Purchase Price").
  - **2.2 Deposit:** The Buyer agrees to pay an earnest money deposit of **[Amount] USD** to be held in escrow by [Escrow Company Name], which will be credited toward the Purchase Price at closing.
  - **2.3 Payment of Purchase Price:** The Purchase Price shall be paid as follows:
    - **a.** [Amount] USD (including the earnest money) shall be paid in cash, certified funds, or wire transfer at closing.
    - **b.** [Specify other payment methods or financing arrangements, if applicable].
- 

### 3. Financing Contingency

- **3.1 Financing:** This Agreement is contingent upon the Buyer obtaining a loan for the purchase of the Property on the following terms:
  - **a.** Loan amount: **[Amount] USD**
  - **b.** Loan type: [e.g., Conventional, FHA, VA]

- c. Interest rate: [Interest rate]%
    - d. Loan term: [e.g., 15 years, 30 years]
  - **3.2 Failure to Obtain Financing:** If the Buyer is unable to obtain financing by [Financing Deadline], the Buyer may terminate this Agreement by providing written notice to the Seller, and the earnest money deposit shall be refunded to the Buyer.
- 

#### 4. Closing

- **4.1 Closing Date:** The closing of this transaction (the "Closing") shall take place on or before **[Closing Date]** at [Closing Location].
  - **4.2 Possession:** The Seller agrees to deliver possession of the Property to the Buyer at closing or at another mutually agreed-upon time.
  - **4.3 Closing Costs:** The parties agree to allocate closing costs as follows:
    - a. The Seller shall pay for: [Specify closing costs, e.g., title insurance, transfer taxes].
    - b. The Buyer shall pay for: [Specify closing costs, e.g., loan origination fees, recording fees].
- 

#### 5. Title and Survey

- **5.1 Title Examination:** The Seller agrees to provide good and marketable title to the Property, free and clear of any liens, encumbrances, or title defects, except those specified in this Agreement.
  - **5.2 Title Insurance:** The Seller shall provide the Buyer with a title insurance policy at the Seller's expense.
  - **5.3 Survey:** The Buyer may, at its own expense, obtain a survey of the Property. If the survey reveals any encroachments or other title defects, the Buyer may request that the Seller cure the defect prior to Closing.
- 

#### 6. Inspections and Contingencies

- **6.1 Inspection Period:** The Buyer shall have [Number] days from the Effective Date (the "Inspection Period") to inspect the Property, including any buildings, systems, and environmental conditions.
  - **6.2 Inspection Contingency:** If any inspections reveal material defects or issues, the Buyer may request repairs or negotiate a reduction in the Purchase Price. If the parties cannot reach an agreement, the Buyer may terminate this Agreement and receive a refund of the earnest money.
-

## 7. Warranties and Representations

- **7.1 Seller's Warranties:** The Seller represents and warrants that:
    - a. The Seller has full legal authority to sell the Property.
    - b. There are no legal actions, claims, or judgments against the Property.
    - c. The Seller has not received any notice of zoning violations, building code violations, or other governmental claims affecting the Property.
  - **7.2 Buyer's Warranties:** The Buyer represents and warrants that:
    - a. The Buyer has the financial capacity to complete the purchase of the Property.
    - b. The Buyer is purchasing the Property in "as-is" condition, subject to the results of inspections or other agreed-upon conditions.
- 

## 8. Risk of Loss

- **8.1** If any part of the Property is damaged or destroyed by fire, flood, or other casualty prior to Closing, the Seller shall promptly notify the Buyer. The Buyer may choose to:
    - a. Terminate this Agreement and receive a refund of the earnest money deposit.
    - b. Proceed with the purchase, in which case the Seller shall assign any insurance proceeds to the Buyer.
- 

## 9. Default

- **9.1 Buyer's Default:** If the Buyer defaults under this Agreement, the Seller may terminate the Agreement and retain the earnest money as liquidated damages or pursue other legal remedies.
  - **9.2 Seller's Default:** If the Seller defaults under this Agreement, the Buyer may terminate the Agreement and receive a refund of the earnest money or pursue other legal remedies.
- 

## 10. Dispute Resolution

- **10.1 Mediation:** In the event of a dispute arising under or related to this Agreement, the parties agree to submit the matter to mediation before pursuing litigation or other legal remedies.
  - **10.2 Arbitration:** If mediation is unsuccessful, the parties agree to resolve the dispute through binding arbitration in accordance with the rules of [Arbitration Organization] in [Jurisdiction].
-

## 11. Miscellaneous Provisions

- **11.1 Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the sale of the Property and supersedes all prior agreements, representations, and understandings.
  - **11.2 Amendments:** Any amendments to this Agreement must be made in writing and signed by both parties.
  - **11.3 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 

## 12. Signatures

By signing below, the parties acknowledge that they have read and fully understand the terms of this Real Estate Purchase Agreement and agree to be bound by them.

### Seller

Signature: \_\_\_\_\_

Name: [Seller's Full Name]

Date: \_\_\_\_\_

### Buyer

Signature: \_\_\_\_\_

Name: [Buyer's Full Name]

Date: \_\_\_\_\_

---

**Disclaimer:** This template is provided for informational purposes only and does not constitute legal advice. Real estate purchase agreements can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.