Real Estate Purchase Agreement

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Residential Real Estate Purchase Agreement

This agreement documents the sale of residential real property. Complete every bracketed field, strike what does not apply, and have all parties sign. Deliver a copy to the title company or closing attorney the day it is fully signed.

1. Parties

Seller full legal name(s) / address: _______________________________________

Buyer full legal name(s) / address: _______________________________________

2. Property

Street address / city / state / ZIP: _______________________________________

Legal description (copy from the current deed): _______________________________________

Parcel / tax ID number: _______________________________________

3. Purchase Price & Payment

Total purchase price ($): _______________________________________

[ ] All cash (no financing contingency)

[ ] Financed: conventional / FHA / VA loan of approximately $____

[ ] Seller financing (attach promissory note and security instrument)

4. Earnest Money

Earnest money amount ($): _______________________________________

Deposit deadline (business days after the Effective Date): _______________________________________

Held by (escrow agent / title company): _______________________________________

5. Included & Excluded Items

Included (appliances, fixtures, window treatments, sheds): _______________________________________

Excluded: _______________________________________

6. Contingencies (check all that apply; set every deadline)

[ ] Inspection contingency — expires ____ days after the Effective Date

[ ] Financing contingency — loan approval due by ________

[ ] Appraisal contingency — appraisal at or above the purchase price

[ ] Title contingency — Seller to deliver clear, marketable title

[ ] Sale-of-buyer's-home contingency — expires ________

7. Seller Disclosures

[ ] State property condition disclosure form delivered to Buyer

[ ] Home built before 1978: federal lead-based paint disclosure, EPA pamphlet, and 10-day inspection opportunity provided (required by federal law)

Other disclosures delivered: ____

8. Title & Deed

Deed type to be delivered (commonly a general or special warranty deed): ____

Title insurance: ____

9. Closing & Possession

Closing date and location: ____

Possession transfers (at closing / other): ____

Proration of taxes, HOA dues, and utilities as of: ____

10. Default

If Buyer defaults without a permitted reason, the earnest money is paid to Seller as liquidated damages and Seller's sole remedy. If Seller defaults, Buyer may recover the earnest money and pursue remedies available under state law.

11. Signatures

Seller signature / date: ____

Buyer signature / date: ____

Effective Date (the date the last party signs): ____

INSTRUCTIONS FOR USE

Complete every field before signing; a blank in a signed contract is a dispute waiting to happen. Confirm your state's disclosure form and closing requirements (several states require an attorney), and let a title company or closing attorney run escrow, the title search, and recording. This template is provided for informational purposes only and does not constitute legal advice. Laws vary by state and change over time; for guidance on your specific situation, consult a licensed real estate attorney.