

REAL ESTATE PURCHASE CONTRACT

PURCHASE & SALE OF REAL PROPERTY — SELLER & BUYER

AGREEMENT NO.

EFFECTIVE DATE

This Real Estate Purchase Contract (the "Contract") sets out the terms on which the Seller agrees to sell, and the Buyer agrees to buy, the real property described below.

1 THE PARTIES

SELLER

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

BUYER

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 THE PROPERTY

The Seller agrees to sell the real property described below, including improvements, fixtures, and the rights that run with the land.

PROPERTY ADDRESS

LEGAL DESCRIPTION

PARCEL / APN NUMBER

PROPERTY TYPE

3 PURCHASE PRICE & DEPOSIT

The purchase price and earnest-money deposit are set out below. The deposit is held in escrow and applied to the price at closing.

PURCHASE PRICE (\$)

EARNEST MONEY (\$)

ESCROW / TITLE HOLDER

DOWN PAYMENT (\$)

4 FINANCING

Indicate how the Buyer will pay. If financed, this Contract is contingent on the Buyer obtaining a loan commitment by the date below.

Purchase is:

☐ All cash

☐ Contingent on financing

LOAN AMOUNT (\$)

FINANCING CONTINGENCY DATE

5 CONTINGENCIES

This Contract is contingent on the items checked below, each satisfied or waived by its deadline; if a contingency fails, the Buyer may cancel and recover the deposit as provided.

☐ Inspection contingency

☐ Appraisal contingency

☐ Financing contingency

☐ Sale of buyer's current home

☐ Clear/marketable title

6 INSPECTIONS & DISCLOSURES

The Buyer may inspect the property within the period below. The Seller provides all disclosures required by law, including a lead-based-paint disclosure for most pre-1978 homes.

INSPECTION PERIOD (DAYS)

DISCLOSURES PROVIDED

7 CLOSING & POSSESSION

Closing occurs on or before the date below at the escrow holder's office; the Seller conveys marketable title by deed, prorations are adjusted as of closing, and possession transfers as stated.

CLOSING DATE

POSSESSION DATE

DEED TYPE

CLOSING COSTS PAID BY

8 DEFAULT & REMEDIES

If the Buyer defaults, the Seller may retain the earnest money as agreed or pursue other remedies; if the Seller defaults, the Buyer may recover the deposit and pursue remedies including specific performance, subject to state law.

9 GENERAL TERMS

This Agreement is governed by the laws of the state identified below, without regard to its conflict-of-laws rules, and represents the entire agreement between the parties, superseding all prior discussions. It may be amended only by a writing signed by both parties. If any provision is held invalid, the remaining provisions remain in full force. Neither party is liable for delays or failures caused by events beyond its reasonable control (including weather, natural disasters, supply or labor shortages, or governmental action). Notices must be in writing and delivered to the addresses shown above. This Agreement may be signed in counterparts, including electronically.

GOVERNING STATE / JURISDICTION

10 ADDITIONAL TERMS

The parties may record additional agreed terms or special provisions below. Any handwritten addition or alteration should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

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SIGNATURES (all parties)

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

SELLER SIGNATURE

PRINT NAME

DATE

BUYER SIGNATURE

PRINT NAME

DATE

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NOTARY ACKNOWLEDGMENT (if required)**ACKNOWLEDGMENT**State of , County of On (date), before me personally appeared

the above-named person(s), known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged that they executed it for the purposes stated herein.



NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRES