

# AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ hereafter called Seller(s), and \_\_\_\_\_ and/or assigns, hereafter called Buyer. Buyer and Seller shall hereafter jointly be referred to as the "Parties".

## I. DESCRIPTION OF THE PREMISES.

Seller(s) agrees to sell to Buyer the property located at: \_\_\_\_\_

II. APN: \_\_\_\_\_

## III. Real Property Abbreviated Legal Description:

Description Written as Follows: \_\_\_\_\_

Description is including any fixtures, window and floor coverings, built-in appliances, draperies including hardware, shades, blinds, window and door screens, awnings, outdoor plants, trees, and other permanently attached items now on premises.

## IV. PURCHASE PRICE.

The Seller agrees to convey property to Buyer for the sum of: \_\_\_\_\_  
with earnest money in the amount of: \_\_\_\_\_  
TOTAL SALES PRICE (CASH): \_\_\_\_\_

*(Earnest Money is Included in Total Purchase Price)*

## V. TERMS. The following terms are applicable to this contract:

1. Closings costs, attorney fees, title fees and other title costs are to be paid in full by the (circle one): \_\_\_Buyer \_\_\_Seller
2. Excise tax to be paid in full by the (circle one): \_\_\_Buyer \_\_\_Seller
3. Any taxes (NOT Including Transfer Taxes), Liens, Encumbrances and or Mortgage owed will be closed and paid in full by the (circle one): \_\_\_Buyer \_\_\_Seller
4. The Seller and Buyer will set closing to be as soon as possible for all parties, but no later than \_\_\_\_\_ without written addendum to this agreement.
5. Earnest money to be held in escrow by closing agent. Closing agent: \_\_\_\_\_
6. Title work to be completed by a licensed Title Company: \_\_\_\_\_
7. Buyer shall order a commitment for title insurance. Buyer may, but shall not be required to order a survey for the property. If Buyer cannot obtain a title insurance policy satisfactory to

Buyer (and subject to only those exemptions to title Buyer deems acceptable) prior to the closing date, then Buyer may extend the Closing Date up to 30 days to obtain a title insurance policy satisfactory to Buyer. If Buyer is unable to obtain a satisfactory title insurance policy, Buyer may terminate this agreement and receive a full refund of the Earnest Money.

8. Within 15 Business days of Effective Date, (“Inspection Period”), Buyer shall be permitted to inspect the property. At any time during the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by written notice to Seller and receive a full refund of the Earnest Money.
9. During the Inspection Period, Seller shall provide Buyer with access to the Property for purposes of conducting Buyer’s inspections, collect bids from contractors, designers, other potential buyers and buyer’s realtor(s) prior to Closing, with a reasonable notice from buyer to seller. If the property is vacant, Seller shall provide Buyer access to the Property specifically for the reasons above.
10. Seller understand(s) that the buyer is a private investment company that is buying real estate to make a profit and may be purchasing the Property for immediate resale and profit even as soon as the Closing Date. Both parties agree that the subject property is being bought/sold in its current “AS IS” condition. The Closing Agent is authorized by Buyer and Seller to release and disclose to Buyer (and its assigns) all information and documents relating to the Property.
11. Seller represents and warrants to Buyer that the Property will be transferred to Buyer pursuant to this Agreement free and clear of all mortgages, deeds of trust, security interests, liens, pledges, charges, encumbrances, claims, liabilities or debt of any kind or nature. Except as otherwise set forth. The property is being sold as-is, where-is with all defects in condition being at the sole risk of the Buyer. Seller shall not be responsible for any repairs of any kind whatsoever, including repair of damage caused by and resolution of wood destroying organisms. Further, Seller does not warrant that any work done on the property by Seller or anyone previously owning the property was done to code or with permits.
12. In the event Buyer fails, without legal excuse, to complete the purchase of the property, Seller may terminate this Agreement and keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
13. In the event Seller fails, without legal excuse, to complete the sale of the property, than Buyer may either (a) terminate this Agreement, recover all Earnest Money, and bring a suit against Seller for Buyer’s actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
14. If Buyer or Seller institutes suit against the other concerning this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys’ fees and expenses. The venue of any suit shall be the county in which the property is located, and this Agreement shall be governed by the laws of the state where the Property is located.
15. Earnest money if applicable and non-refundable to Buyer unless title is non-conveyable or Seller is not available to close within time period of this contract or if Buyer not satisfied with result of inspections.

16. Seller hereby grants Buyer the right to post the Property on all websites, including but not limited to the Multiple Listing Services for purposes of pre-marketing the property and/or partnering with another purchaser.
17. Any furniture, fixtures, attachments, and debris located in and around property not removed as of Closing Date shall be transferred to Buyer upon closing.
18. This offer is contingent on the Seller providing a clear title to the Buyer. The Buyer will have the allocated time stated in Term #4 to determine if the title is insurable. If the title is not insurable, this agreement shall be terminated, and all earnest money will be refunded to Buyer.
19. Buyer to assume tenant which the Tenants security deposit and prorated rent will be transfer to Buyer at closing date.
20. Additional Terms (if applicable):

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BUYER 1: \_\_\_\_\_ DATE: \_\_\_\_\_  
Print:

BUYER 2: \_\_\_\_\_ DATE: \_\_\_\_\_  
Print:

SELLER 1: \_\_\_\_\_ DATE: \_\_\_\_\_  
Print:

SELLER 2: \_\_\_\_\_ DATE: \_\_\_\_\_  
Print:

Seller Phone Number:

Seller Email Address: