

Real Estate Sale Agreement

[Insert the name of the buyer] (“Buyer”) and [Insert the name of the seller] (“Seller”) hereby enter into this Real Estate Sale Agreement (“Agreement”) this [insert the date] day of [insert the month], [insert the year] for the following described real property:

[Insert full legal description]

Which is commonly known as: [insert full street address]

1. Payment Terms. Buyer and Seller agree to the following payment terms:

- a. The full purchase price of the property is \$[insert the amount of the accepted offer].
- b. Buyer shall deliver to Seller earnest money in the amount of \$[insert the amount of earnest money agreed upon] no later than two (2) days from the date of this Agreement.
- c. Earnest money shall be delivered to [insert name of trust company] at [insert address of trust company], to be held in trust until this Agreement is fully executed or terminated by one of the parties.
- d. All property taxes, as determined on the date of closing, shall be prorated between Buyer and Seller as of the date of delivery of the deed.

2. Easements and Restrictions. [Describe any easements or restrictions]

3. Included Property. [List or describe all included property]

4. Home Inspection. Buyer shall pay for a home inspection to be conducted before closing. Renegotiation of this agreement shall occur only if said home inspection reveals a major defect, which will cost more than \$500, individually, to repair. Buyer shall be responsible for all repairs, which are not major repairs and do not cost more than \$500, individually.

5. Financing. This agreement is contingent upon Buyer being approved for financing in the amount of \$[insert the amount to be mortgaged], from [insert the name of the mortgage company].

6. Disclosures. [Insert required and/or voluntary disclosures]

7. Default. If either party fails to comply with this contract, he or she will be in default, and the other party may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.

8. Closing. [Insert closing information].

SELLER

BUYER

[Insert name of seller]

[Insert name of buyer]

Subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public