OFFER TO PURCHASE REAL ESTATE

This Offer to Purchase Real Estate is made on _____ by _____ ("Buyer"), mailing address _____, to _____ ("Seller"), mailing address _____. When Seller signs the acceptance below and a signed copy is delivered to Buyer before this offer expires, this document becomes a binding contract for the sale of the Property (this "Agreement").

1. THE PROPERTY

Type (check one): [ ] single-family home; [ ] condominium or townhouse unit; [ ] multi-family building; [ ] vacant land; [ ] commercial property.

Address: _____, County: _____, State: _____, parcel number _____, with the land, any buildings and improvements, and all rights that belong to it (the "Property"). Legal description: _____.

The sale includes fixtures permanently attached to the land and buildings, and also: _____. Seller keeps: _____.

2. PRICE, EARNEST MONEY AND FINANCING

Buyer offers to pay $_____ (the "Purchase Price"). Within _____ days after the Acceptance Date, Buyer will deposit $_____ as earnest money with _____ (the "Escrow Holder"), credited to Buyer at closing.

Buyer will pay (check one): [ ] in cash, with proof of funds within 5 days after the Acceptance Date; [ ] with a [ ] conventional [ ] FHA [ ] VA loan of $_____; [ ] with seller financing of $_____ on these terms: _____.

Financing contingency: [ ] none; [ ] if Buyer has not received written loan approval within _____ days after the Acceptance Date, Buyer may end this Agreement by written notice by that deadline and receive the earnest money back.

3. CONTINGENCIES

Inspection: [ ] none; [ ] Buyer may inspect within _____ days after the Acceptance Date and may end this Agreement for any reason by written notice before that period ends, with the earnest money returned.

Appraisal: [ ] none; [ ] if an appraisal obtained within _____ days after the Acceptance Date is below the Purchase Price, Buyer may end this Agreement or ask for a lower price within 3 days after receiving it.

Sale of Buyer's property: [ ] none; [ ] Buyer's duty to close depends on the sale of _____ closing by _____. Seller may keep marketing and, after accepting a backup offer, give Buyer 72 hours to remove this contingency.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

Owners' association: [ ] none; [ ] Buyer may end this Agreement within 5 days after receiving the association's documents. Tenants: [ ] none; [ ] the Property is sold subject to the existing leases, which Seller will assign at closing with a credit for security deposits.

4. DISCLOSURES

Seller's property condition disclosure statement (check one): [ ] received by Buyer before signing; [ ] not yet given: Seller will give it, on any form the law requires, before accepting this offer if that law requires it before an offer is made, signed or accepted, and otherwise within 5 days after the Acceptance Date, and Buyer keeps every right that law gives to cancel after receiving it. Seller will tell Buyer in writing before closing of any known material defect Buyer could not readily see.

Housing built before 1978 only. Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller will give Buyer the federal lead-based paint disclosure, any records and reports, and the pamphlet "Protect Your Family From Lead in Your Home" before accepting this offer, and the signed disclosure is attached. Buyer [ ] has 10 days after the Acceptance Date for a lead risk assessment or inspection and may end this Agreement if lead-based paint or hazards are found; [ ] waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

5. TITLE, CLOSING AND POSSESSION

Seller will convey good and marketable title by (check one): [ ] general warranty deed; [ ] special warranty deed; [ ] grant deed, free of liens except taxes not yet due, recorded easements and restrictions that do not materially interfere with the present use, and matters Buyer accepts. The owner's title policy is paid by _____. Buyer may object to title within 10 days after receiving the title commitment.

Closing will take place on or before _____. Seller will deliver a certification that Seller is not a foreign person under 26 U.S.C. § 1445, or the closing agent will withhold the amount federal law requires. Each Party pays the closing costs customary where the Property is located. Taxes and other charges are prorated as of closing.

Possession (check one): [ ] at closing; [ ] _____ days after closing, rent-free, with Seller paying utilities; [ ] at closing, subject to the rights of tenants. Seller bears the risk of loss until closing.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

6. DEFAULT, BROKERS AND GENERAL TERMS

If Buyer defaults, Seller may end this Agreement and recover the damages the law allows, with the earnest money applied to them. If Seller defaults, Buyer may recover the earnest money or ask a court to order the sale, plus damages the law allows.

Brokers involved: _____. Each broker's compensation is set by a separate agreement.

The law of the State of _____ governs this Agreement. This is the entire agreement, can be changed only in a signed writing, and may be signed in counterparts and electronically. Time is of the essence. Additional terms: _____

7. EXPIRATION AND ACCEPTANCE

This offer expires at _____ local time on _____ unless Seller signs the acceptance below and a signed copy is delivered to Buyer before then. Buyer may withdraw this offer before acceptance is delivered. A change or counteroffer by Seller is not an acceptance and ends this offer. The "Acceptance Date" is the date Seller's signed acceptance is delivered to Buyer.

Seller's Acceptance: Seller accepts the offer above without change and agrees to sell the Property on its terms.

SIGNATURES

Buyer

Signature: _____ Date: _____

Printed Name: _____

Seller

Signature: _____ Date: _____

Printed Name: _____

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.