REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") takes effect on the date the last party signs it (the "Effective Date").

Seller: _____, mailing address _____.

Buyer: _____, mailing address _____.

1. THE PROPERTY

Seller agrees to sell and Buyer agrees to buy the home at _____, in _____ County, State of _____, with the land, buildings, fixtures and all rights that belong to it (the "Property"). Legal description: _____.

Also included: _____. Excluded (Seller keeps): _____.

2. PRICE, EARNEST MONEY AND FINANCING

The purchase price is $_____. Within _____ days after the Effective Date, Buyer will deposit $_____ as earnest money with _____ (the "Escrow Holder"), to be credited to Buyer at closing.

Buyer will pay (check one): [ ] all cash, with written proof of funds within 5 days; [ ] with a mortgage loan of $_____, and Buyer may cancel and get the earnest money back if Buyer has no written loan commitment within _____ days; [ ] with seller financing of $_____ on these terms: _____.

Appraisal (check one): [ ] Buyer may cancel or ask for a lower price if the appraisal is below the price; [ ] this Agreement does not depend on the appraisal.

3. INSPECTIONS AND CONDITION

Buyer may inspect the Property at Buyer's cost within _____ days after the Effective Date and may cancel by written notice within that period for any reason, with the earnest money returned. [ ] Check here if the Property is sold as is, with no repairs by Seller. Seller must still disclose known defects the law requires.

Seller will deliver any seller disclosure form the state requires (form name: _____) and discloses these known conditions: _____.

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.

4. LEAD-BASED PAINT (HOMES BUILT BEFORE 1978)

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 (check one): [ ] has no knowledge of lead-based paint or hazards in the housing; [ ] knows of the following: _____. Records given to Buyer: _____ (or none). Buyer has received the pamphlet "Protect Your Family From Lead in Your Home" and (check one) [ ] has 10 days to inspect for lead; [ ] waives the inspection. Seller _____ Buyer _____ Agent(s) _____ (initials and date certify the statements above are accurate).

5. TITLE AND CLOSING

Seller will convey marketable title by _____ deed, free of liens except taxes not yet due and recorded easements and restrictions that do not interfere with residential use. The owner's title policy is paid by _____. Buyer may object to title problems within _____ days after receiving the title commitment.

Closing will take place on or before _____ through _____. Seller will certify that Seller is not a foreign person under 26 U.S.C. 1445, or the closing agent will withhold the amount federal law requires. Possession passes to Buyer [ ] at closing [ ] _____ days after closing.

Closing costs are paid as is customary in the county, except: _____. Taxes and association dues are prorated as of the closing date.

6. RISK OF LOSS AND DEFAULT

Seller bears the risk of loss until closing. If the Property is damaged and not restored before closing, Buyer may cancel and get the earnest money back, or close and receive the insurance proceeds.

If Buyer defaults, Seller may keep the earnest money as liquidated damages as Seller's only remedy. If Seller defaults, Buyer may get the earnest money back or ask a court to order the sale completed.

7. GENERAL TERMS

The laws of the State of _____ govern this Agreement. This is the entire agreement and can be changed only in a signed writing. Time is of the essence. This Agreement may be signed in counterparts and electronically.

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Brokers (if any): Seller's agent _____; Buyer's agent _____. Their compensation is set by separate written agreements.

This offer expires if not accepted in writing by _____. Additional terms: _____

SIGNATURES

Seller

Signature: _____ Date: _____

Printed Name: _____

Seller

Signature: _____ Date: _____

Printed Name: _____

Buyer

Signature: _____ Date: _____

Printed Name: _____

Buyer

Signature: _____ Date: _____

Printed Name: _____

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