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Some states require their own forms for home sales, especially when a licensed real estate agent is involved (Texas, for example, requires license holders to use Texas Real Estate Commission forms with limited exceptions); check with your state's real estate commission first. This template is for a simple for-sale-by-owner sale of a home. It does not transfer ownership: the deed does that at closing, and a deed usually must be notarized to be recorded.

RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made on [date] between:

Buyer: [Buyer's full legal name(s)], of [Buyer's address] ("Buyer"), and

Seller: [Seller's full legal name(s), as shown on the current deed], of [Seller's address] ("Seller").

1. Property

Seller agrees to sell and Buyer agrees to buy the real property at [street address, city, county, state, ZIP], parcel number [parcel or tax ID number], legally described as: [legal description from the current deed, or "see attached Exhibit A"], together with all buildings and fixtures on it (the "Property").

Included items: [e.g. refrigerator, washer and dryer, window coverings, or "None beyond fixtures"].

Excluded items: [e.g. dining room chandelier, or "None"].

2. Purchase Price

The purchase price is [\$ amount], paid as follows:

- Earnest money deposit (Section 3): [\$ amount]
- New loan(s) obtained by Buyer: [\$ amount]
- Balance due from Buyer at closing, in good funds: [\$ amount]

3. Earnest Money

Within [number] business days after both parties sign, Buyer will deposit [\$ amount] as earnest money with [name of title company, escrow company, or attorney] ("Escrow Holder"). The earnest money is credited to Buyer at closing. If Buyer cancels this Agreement under a contingency in Section 5, a title objection in Section 6, the lead-based paint inspection right in Section 8, or damage before closing in Section 10, or if Seller defaults, the earnest money is returned to Buyer. If Buyer defaults, what happens to the earnest money is set by Section 12. Escrow Holder will release the earnest money only on the written instructions of both parties or as required by law or court order.

4. Closing

Closing will take place on or before [closing date] through [name of title company, escrow company, or closing attorney] ("Closing Agent"). At closing, Seller will sign and deliver a [type of deed, e.g. general warranty deed] conveying the Property to Buyer, and both parties will sign the other documents reasonably required to complete the sale.

5. Contingencies

This Agreement depends on the following conditions. If a checked condition is not met, Buyer may cancel by giving Seller written notice before its deadline, and the earnest money will be returned to Buyer. If Buyer does not give notice by a deadline, that condition is treated as satisfied or waived.

☐ **Inspection.** Buyer may have the Property inspected, at Buyer's cost, by inspectors of Buyer's choice within [number] days after both parties sign. Seller will give reasonable access. Within that period Buyer may cancel, or ask Seller in writing to make repairs or give a credit. If the parties do not agree in writing within [number] days after Buyer's request, either party may cancel.

☐ **Financing.** Buyer will apply for a [type, e.g. conventional, FHA, VA] loan of [\$ amount] within [number] days after both parties sign and will make a good-faith effort to obtain it. If Buyer does not obtain a written loan commitment by [date], Buyer may cancel.

☐ **Appraisal.** If the Property appraises for less than the purchase price, Buyer may cancel by [date], unless Seller agrees in writing to reduce the price to the appraised value.

☐ **Sale of Buyer's home.** This Agreement depends on Buyer closing the sale of [address] by [date].

☐ **Other:** [describe].

6. Title

Seller will convey marketable title to the Property, free of liens and encumbrances except recorded easements and restrictions acceptable to Buyer, current property taxes not yet due, and [other exceptions]. Within [number] days after both parties sign, the Closing Agent will provide Buyer a title commitment. Buyer has [number] days after receiving it to object in writing to any title defect. Seller will then have [number] days to fix it. If it is not fixed, Buyer may cancel and receive the earnest money back.

Owner's title insurance will be paid for by ☐ Seller ☐ Buyer ☐ split equally.

7. Closing Costs and Prorations

Seller pays: [e.g. deed preparation, Seller's attorney fees, payoff of Seller's loans, any transfer tax customarily paid by sellers in the county]. Buyer pays: [e.g. loan costs, recording fees for Buyer's documents, Buyer's inspections]. The Closing Agent's fee is paid by ☐ Seller ☐ Buyer ☐ split equally. Property taxes, HOA dues, and similar charges will be prorated to the closing date.

8. Disclosures

- ☐ **Lead-based paint.** The home was built before 1978. Seller will give Buyer the EPA pamphlet "Protect Your Family From Lead in Your Home" and a signed lead-based paint disclosure, which is attached. Buyer ☐ will have [number, 10 unless otherwise agreed] days to conduct a lead-based paint inspection or risk assessment and may cancel based on the results ☐ waives this opportunity.
- ☐ The home was built in 1978 or later.

State disclosures. Seller will provide any property disclosure forms required by the state where the Property is located, attached as: [list, or "None required"].

To Seller's knowledge, Seller has disclosed all known material defects in the Property.

9. Condition of Property

Except for repairs agreed in writing under Section 5, Buyer accepts the Property in its present condition. Seller will maintain the Property in its present condition until closing, normal wear and tear excepted, and will leave it free of debris and personal property not included in the sale. Buyer may do a final walk-through within [number] days before closing.

10. Damage Before Closing

If the Property is materially damaged by fire, storm, or other casualty before closing, Buyer may either cancel and receive the earnest money back, or proceed with the purchase and receive any insurance proceeds for the damage.

11. Possession

Seller will give Buyer possession of the Property, with all keys and access codes, ☐ at closing ☐ on [date and time], vacant unless otherwise agreed in writing.

12. Default

If Buyer fails to complete the purchase without a valid right to cancel, Seller's remedy is ☐ to keep the earnest money as liquidated damages ☐ any remedy available under law. If Seller fails to complete the sale without a valid right to cancel, Buyer may have the earnest money returned or seek any remedy available under law, including specific performance.

13. Notices

Notices must be in writing and delivered by hand, by email, or by mail to:

- Buyer: [address and email]
- Seller: [address and email]

14. No Agents

Buyer and Seller each state that no real estate broker or agent represents them in this sale, and neither owes any commission, except: [name and terms, or "None"].

15. Offer and Acceptance

This Agreement is Buyer's offer to buy. It expires unless Seller signs and delivers it to Buyer by [time] on [date].

16. General Terms

Entire agreement. This Agreement and its attachments are the entire agreement between the parties about the sale.

Amendments. Any change must be in writing and signed by both parties.

Governing law. This Agreement is governed by the laws of the State where the Property is located, which is [State].

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Time. Deadlines in this Agreement are calendar days unless stated otherwise. A deadline that falls on a weekend or legal holiday moves to the next business day.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one. This does not change any requirement that the deed or other documents recorded at closing be signed, witnessed, or notarized as required by law.

Signatures

Buyer

Signature: _____

Name: [full name]

Date: [date]

Seller

Signature: _____

Name: [full name]

Date: [date]