

HOME PURCHASE AGREEMENT

Location: _____ Effective Date: _____

Seller Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Information:

Property Address: _____

Legal Description: _____

Parcel Number / Tax ID: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Earnest Money Deposit: _____ USD

Payment Method and Schedule: _____

Section 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the property described herein on the terms and conditions set forth in this Agreement.

Section 2 – Property Condition and Inspection

Buyer acknowledges the opportunity to inspect the property and accepts it in its current condition except as otherwise provided herein. Seller makes no warranties except those expressly stated in this Agreement.

Section 3 – Title and Conveyance

Seller shall convey marketable and insurable title to Buyer by Warranty Deed free of all liens and encumbrances except those disclosed in writing. Title shall be subject to standard utility easements and restrictions of record.

Section 4 – Closing

The Closing of the transaction shall occur at a mutually agreed location. At Closing, Seller shall deliver a duly executed deed, and Buyer shall deliver the Purchase Price less any deposits and credits.

Section 5 – Closing Costs and Prorations

Unless otherwise agreed, Seller shall pay for the cost of any payoff of existing mortgages and title insurance premium.

Buyer shall pay all recording fees, transfer taxes, and lender fees. Taxes, rents, and utilities shall be prorated as of the Closing date.

Section 6 – Default and Remedies

If Buyer defaults, Seller may retain deposits as liquidated damages. If Seller defaults, Buyer may seek specific performance or termination and refund of deposits. All remedies are cumulative.

Section 7 – Risk of Loss

Risk of loss or damage to the property shall remain with Seller until Closing. In the event of material damage, Buyer may terminate or proceed under agreed terms.

Section 8 – Representations and Warranties

Seller represents that no notices of violation or claims exist against the property, and that Seller has full authority to sell the property. Buyer acknowledges reliance upon their own investigations.

Section 9 – Property Taxes

All property taxes for the year of Closing shall be prorated between Seller and Buyer based on the Closing date.

Section 10 – Fixtures and Personal Property

Included in the sale are all fixtures and items permanently attached to the property. Excluded items are those specifically listed in writing.

Section 11 – Possession

Possession shall be delivered to Buyer at Closing unless otherwise agreed in writing.

Section 12 – Notices

All notices under this Agreement must be in writing and delivered by hand, mail, courier, or electronic means to the addresses set forth herein or as updated by notice.

Section 13 – Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior negotiations, agreements, or understandings.

Section 14 – Amendments

Any amendment or modification must be in writing and signed by both parties to be effective.

Section 15 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the exclusive jurisdiction and venue of the courts located in _____ County, _____.

Section 16 – Assignment

Neither party may assign their rights or obligations under this Agreement without prior written consent of the other party.

Section 17 – Severability

If any provision is found invalid or unenforceable, the remainder shall remain in full force and effect.

Section 18 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic means, each of which shall be deemed an original.

Section 19 – Broker Disclosure

Each party represents whether they have engaged any real estate brokers or agents and agrees to indemnify the other for any commissions due.

Section 20 – Additional Provisions

Any additional terms or conditions agreed upon by the parties shall be attached hereto as addenda and incorporated herein by reference.

SELLER'S SIGNATURE**BUYER'S SIGNATURE**

Signature: _____

Signature: _____

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