

PROPERTY SETTLEMENT AGREEMENT

Location: _____ Date: _____

Party A Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Party B Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Description:

Address/Location: _____

Legal Description: _____

Type of Property: _____

Parcel Number(s): _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Party A agrees to sell and Party B agrees to purchase the property described herein on the terms set forth in this Agreement. Both Parties represent their authority to enter into this Agreement and bind themselves to its terms.

Clause 2 – Condition of Property

The property is sold AS-IS, WHERE-IS, with all faults. Party B acknowledges having had the opportunity to inspect the property and accepts it subject only to rights provided in this Agreement.

Clause 3 – Title and Conveyance

Party A shall convey good and marketable title to the property free and clear of all liens and encumbrances except those specifically disclosed herein. Conveyance shall be by warranty deed or other appropriate instrument.

Clause 4 – Closing

The Closing shall occur at a mutually agreed location. At Closing, Party A shall deliver all necessary documents, including but not limited to the deed, any title insurance policies, and affidavits as required.

Clause 5 – Prorations

Taxes, assessments, rents, utilities, and other expenses shall be prorated as of the Closing Date in accordance with local

custom and law.

Clause 6 – Risk of Loss

Risk of loss or damage to the property shall remain with Party A until Closing. In the event of material damage prior to Closing, Party B may elect to terminate this Agreement or proceed with an appropriate adjustment.

Clause 7 – Representations and Warranties

Party A represents that there are no known violations of applicable laws, no pending or threatened litigation affecting the property, and no undisclosed material defects.

Clause 8 – Inspections and Due Diligence

Party B shall have the right to conduct inspections and investigations of the property within the agreed period. Party A shall provide reasonable access.

Clause 9 – Default and Remedies

If either Party defaults in its obligations, the non-defaulting Party shall have the right to pursue all remedies available at law or in equity, including specific performance.

Clause 10 – Notices

All notices under this Agreement shall be deemed given when delivered personally, sent by certified mail, overnight courier, or electronic means, addressed to the Parties at the addresses set forth herein.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of laws principles. Venue for any disputes shall be exclusively in the state or federal courts located in _____ County, _____.

Clause 12 – Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the transaction and supersedes all prior agreements, representations, and negotiations.

Clause 13 – Amendments

Any amendment or modification to this Agreement must be in writing and signed by both Parties to be effective.

Clause 14 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 15 – Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed to have the same force and effect as original signatures.

Clause 16 – Brokers

Each Party represents that it has not engaged any broker or agent who may claim a commission or fee except as disclosed herein.

Clause 17 – Confidentiality

The terms of this Agreement and any confidential information exchanged shall be kept confidential by the Parties except as required by law or agreed otherwise.

Clause 18 – Further Assurances

Each Party agrees to execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the provisions of this Agreement.

Clause 19 – Waivers

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party waiving the right.

Clause 20 – Signatures

The Parties have executed this Agreement as of the date set forth above, intending to be legally bound.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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