

SALE BY OWNER PURCHASE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Information:

Property Address: _____

Legal Description (if applicable): _____

Purchase Price and Payment Terms:

Purchase Price: _____ 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 upon the terms and conditions set forth in this Agreement. Both parties acknowledge having the power and authority to enter into this legally binding Agreement.

Section 2 – Condition of Property

Buyer agrees to purchase the property in its current condition. Seller makes no warranties or representations except those expressly stated in this Agreement. Buyer has had the opportunity to inspect the property and accepts the condition subject to any disclosures provided by Seller.

Section 3 – Deposit

Buyer shall provide a deposit of _____ USD upon execution of this Agreement, to be held in escrow and applied toward the Purchase Price at closing. If Buyer defaults, the deposit may be forfeited as liquidated damages. If Seller defaults, the deposit shall be returned to Buyer in full.

Section 4 – Closing

Closing shall occur at a mutually agreed time and location. At closing, Seller shall deliver marketable title free of liens and encumbrances, and Buyer shall pay the balance of the Purchase Price by certified check, wire transfer, or other mutually acceptable funds.

Section 5 – Title and Conveyance

Seller shall convey title by warranty deed or other appropriate instrument. Title shall be free and clear of all liens, encumbrances, and claims except those disclosed in writing to Buyer prior to execution of this Agreement.

Section 6 – Prorations and Adjustments

Real estate taxes, assessments, rents, utilities, and other items shall be prorated as of the closing date. Buyer assumes responsibility for all costs and liabilities accruing after closing.

Section 7 – Inspection and Due Diligence

Buyer shall have the right to inspect the property and perform all due diligence investigations within the agreed inspection period. Buyer may terminate this Agreement during the inspection period if unsatisfied with the property's condition, receiving a refund of the deposit.

Section 8 – Default and Remedies

In the event of default by either party, the non-defaulting party may pursue all remedies available at law or equity, including specific performance. Liquidated damages are limited to the deposit amount unless otherwise specified.

Section 9 – Representations and Warranties

Seller represents that all information provided regarding the property is true and correct to the best of Seller's knowledge. Buyer acknowledges responsibility to verify all information independently.

Section 10 – Risk of Loss

Risk of loss or damage to the property shall remain with Seller until closing, except for ordinary wear and tear. If material damage occurs prior to closing, Buyer may terminate this Agreement or require repair at Seller's expense.

Section 11 – Notices

All notices relating to this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation of receipt to the addresses provided herein.

Section 12 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising hereunder shall be resolved exclusively in the courts of _____ County, _____.

Section 13 – Entire Agreement

This Agreement, including any attachments or addenda, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, and understandings. Any amendments must be in writing and signed by both parties.

Section 14 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one Agreement.

Section 15 – Confidentiality

The terms and conditions of this Agreement shall be kept confidential by both parties except as required by law or necessary to enforce its provisions.

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 of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Section 18 – Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Section 19 – Additional Provisions

(Insert any additional terms, contingencies, or conditions agreed upon by the parties.)

Section 20 – Signatures

The parties have executed this Agreement as of the effective date set forth herein.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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