**AGREEMENT TO PURCHASE REAL ESTATE**

This Agreement is between [insert name of Seller] (‘Seller’), and [insert name of Buyer] (‘Buyer’). Buyer and Seller, when mentioned together may be referred to as “Parties.” Seller agrees to sell to Buyer the property known as [insert property address] (‘Property’), which is legally described as [insert legal description].

**Assessor’s number:** [insert assessor’s number]

**THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

**PURCHASE PRICE:** Buyer will pay the purchase price of [insert purchase price] to Seller.

**EARNEST MONEY:** Buyer will pay [insert earnest money] to Seller as an earnest money deposit (the “Deposit”), which shall be deposited with the escrow company. If Buyer fails to timely close escrow after the Cure Period following Seller’s delivery of a Cure Notice, then the Deposit will be forfeited to Seller as full and liquidated damages.

**CLOSE OF ESCROW:** Closing shall take place on or before: [insert closing date]

**ESCROW COMPANY CONTACT INFORMATION:**

Company: [insert company]

Escrow Officer: [insert escrow officer]

Phone number: [insert phone number]

Email address: [insert email address]

Fax number: [insert fax number]

Address: [insert address]

**CLOSING TERMS AND CONDITIONS:** Buyer and Seller hereby agree that Buyer will pay all closing costs, which include full Escrow Fee, full ALTAⓇ Owner’s Policy, full Lender’s Policy (if required by Lender), full CPL Fees, full Endorsements, full Recon Tracking Fee, full Recording Fee, full Delivery Fee, and full Notary Fees. Title will be transferred by warranty deed at closing. Seller agrees to provide clear title, free and clear of any lien, encumbrance or cloud on title. Unless otherwise negotiated, Property shall be vacant and free of personal property 24 hours prior to closing. If Property is leased at the time of closing and Buyer agrees to acquire the Property subject to the lease, then rents will be prorated and any tenant security deposits will be transferred to Buyer. All taxes will be prorated and Seller will pay any back taxes on or before closing. This Agreement is assignable by Buyer and Seller’s consent to such assignment is not necessary or required.

**ACCESS AND INSPECTIONS:** Seller shall make Property accessible to Buyer, Buyer’s partners, agents, assignees, contractors, lenders, or appraisers prior to closing. This Agreement is subject to a satisfactory inspection of Property by Buyer. Buyer’s Inspection Period shall be [insert number of days] days after the date the Agreement is executed by Seller. Buyer retains the right to cancel this Agreement during the Inspection Period, in Buyer’s sole and absolute discretion, and receive a refund of the Deposit. Buyer is not be required to provide Seller with a reason or basis for Buyer’s cancellation during the Inspection Period. Seller hereby irrevocably instructs escrow company to return the Deposit to Buyer if Buyer elects to cancel this Agreement during the Inspection Period and no further written instructions are required for escrow company to release the Deposit to Buyer. Seller hereby waives any rights under state or other law to object to the release of the Deposit if this Agreement is cancelled by Buyer during the Inspection Period and waives any right to provide any additional written consent to the release of the Deposit if this Agreement is cancelled by the Buyer during the Inspection Period. Seller hereby releases and forever discharges escrow company for releasing the Deposit to the Buyer pursuant to the terms of this provision.

**PROPERTY SOLD “AS IS”:** Buyer is purchasing Property “as is.” Buyer agrees Seller is not responsible to make repairs or improvements to Property prior to closing. However, this Agreement is contingent upon a satisfactory inspection of Property by Buyer.

**LEAD-BASED PAINT DISCLOSURE:** If the home on the Property was built before 1978, Seller shall notify Buyer of any known lead-based paint (“LBP”) or LBP hazards on the Property and provide Buyer with any LBP risk assessments or inspections in Seller’s possession. Buyer agrees to review the “Lead Warning Statement” found in the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards found at <https://www.epa.gov/sites/production/files/documents/selr_eng.pdf> and the pamphlet “Protect Your Family from Lead in Your Home” found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>, which are incorporated herein by this reference. Buyer waives the ten (10) day opportunity to conduct a lead-based paint inspection and risk assessment.

**BUYER DISCLOSURES:** Buyer is a Wholesale Buyer, which means Buyer is an investor who, in its discretion, may assign its contractual interest in the Property for a profit. The Purchase Price may not reflect the Property's fair market value. Buyer and/or its employees are not representing any party in this transaction, and Seller agrees that Seller is acting in Seller’s own best interest in entering into this Agreement. Buyer’s exact vesting to be determined in escrow.

**SELLER ACKNOWLEDGMENT:** Seller hereby acknowledges that all negotiations and deadlines with Buyer have been and are at arm’s length and that Buyer has exerted no duress or undue influence over Seller or Seller’s family in connection with this Agreement.

**ATTORNEY FEES:** If legal action is needed to enforce any part of this Agreement, the prevailing party is entitled to its reasonable attorney fees, expert fees and costs and the costs and attorneys' fees related to collection of any amounts awarded. Any costs, attorneys' fees, and expert fees awarded in favor of Buyer against Seller may be paid to Buyer from the proceeds of the closing of the transaction contemplated by this Agreement.

**RECORDING OF MEMORANDUM**: Seller agrees that Buyer may execute, acknowledge, and record a memorandum or affidavit of this Agreement in the official records of the recorder of the county in which the Property is located. Seller’s signature on any affidavit or memorandum is not required for the recording of the same.

**MARKETING OF PROPERTY ON MLS**: Buyer has the right to market its contract interest in the Property in Buyer's sole discretion, which may include, but is not limited to listing the Property and Buyer's contract interest in the Property on any Multiple Listing Service ("MLS").

**CURE NOTICE**. If a party fails to comply or perform under this Agreement, the other party shall deliver a notice to the breaching party specifying the non-compliance (the “Cure Notice”). If the non-compliance is not cured within ten (10) calendar days after receipt of the Cure Notice (the “Cure Period”), the failure to comply shall become a breach of this Agreement. A Cure Notice is not required to be delivered upon Seller if Seller fails to close or indicates an intention not to close escrow by the closing date.

**THIS IS THE ENTIRE AGREEMENT:** This Agreement is complete between parties. No other representations have been made or relied upon in making this Agreement. If any part or provision in this Agreement is held to be invalid or unenforceable, the remaining valid provisions will stay in force and effect.

**HOA FEES:** Buyer is responsible for all HOA disclosure, transfer, reserve and capital improvement fees. Seller shall pay all assessments due and owing to the HOA as of the closing date.

**ELECTRONIC EXECUTION AND COUNTERPARTS**: This Agreement may be executed by electronic means and in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

**OTHER PROVISIONS:**

An owner, member, manager, or employee of Buyer ☐ holds or ☐ does not hold a real estate license in the State where the Property is located.

This Agreement must be accepted and signed by Seller by [insert time time] on [insert date]. If not accepted and signed by this date and time, this Agreement is invalid and void.

Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

By signing below, the Parties understand and agree to the terms and conditions of this Agreement to Purchase Real Estate.

**BUYER SIGNATURE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [insert name of Buyer]

Title: [insert title if applicable]

**SELLER SIGNATURE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [insert name of Seller]

Title: [insert title if applicable]

**BUYER CONTACT INFORMATION:**

Name: [insert first and last name of Buyer]

Phone number: [insert phone number]

Email address: [insert email address]

Mailing Address: [insert mailing address]

**SELLER CONTACT INFORMATION:**

Name: [insert first and last name of Seller]

Phone number: [insert phone number]

Email address: [insert email address]

Mailing Address: [insert mailing address]