**Contract to Purchase Real Estate**

I/we offer to purchase from the real estate located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter called “Real Estate”)

This real estate will include all the land, buildings, outbuildings, and everything currently attached to the property, plus any appliances and air conditioners currently on the premises.

Purchase price will be: **$**  , payable as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

At the closing, the Seller will give the Buyer a General Warranty Deed with release of dower. The closing will be no later than . The title will be free and clear, and will not have any building or health department orders against it. The title does not have any easements or restrictions except: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller will give Buyer possession of the property on . At the time of the closing, Seller will pay from Seller’s proceeds: all taxes and assessments due to the date of the closing; deed preparation, transfer taxes assessed by the city or county; preparation and recording of any documents needed to release any mortgages or other debts owed by the Seller against the property, title search, and title insurance. Seller agrees to pay out of pocket for the title search in if the title search discloses problems which prevent Seller from conveying clear title to Buyer. Buyer will pay for attorney or title company fees to close, and for recording fees for deed and any new mortgages.

If the property is currently rented, the damage deposits will be transferred to the Buyer at closing, and the balance of any rents already paid for that month will be transferred to the Buyer at closing.

Seller certifies that the Real Estate is zoned and is not in a historic district, not in a flood plain, and not in an Environmental Quality District. Seller agrees that at the time of closing, the Real Estate will be in the same condition as it is on the date of this offer.

Seller will allow Buyer and/or his inspectors complete access to the property for a whole-house inspection, a wood-destroying pest inspection, and any other inspections the Buyer deems necessary, **all at the Buyer’s expense**. If the results of these inspections are not satisfactory to the Buyer, the Buyer will not be obligated to close. Seller will provide Buyer with a key to the property for the purpose of completing these inspections, as well as a day and evening phone number for all occupants in order to schedule the inspections.

This accepted offer is the entire agreement between the Buyer and the Seller, and no other agreements have been made that are not part of this contract or its addendum, if there is one. Buyer and Seller agree that, upon any default by the Buyer, Seller will keep any earnest money as full liquidated damages.

**Federally mandated lead disclosure clause**: Every Buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If the dwelling unit was built prior to 1978, Buyer has the right to inspect for lead, at Buyer's cost, for a minimum of ten (10) days following contract acceptance. BUYER WAIVES THE RIGHT TO THIS INSPECTION.

OTHER TERMS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This offer shall remain open for acceptance until .

Buyer Date

I/We as Sellers accept the above offer.

Seller Date Seller Date