

REAL ESTATE PURCHASE AGREEMENT TEMPLATE

USA-Focused Professional Template for Residential Property Transactions

Who this template is for

Real estate agents, buyer agents, listing agents, brokers, transaction coordinators, buyers, sellers, real estate attorneys, and real estate CRM / transaction management teams that need a structured starting point for documenting a property purchase.

Important legal disclaimer

This template is provided for general business and educational use only. It is not legal advice and does not replace a state-specific form, attorney review, broker policy, MLS requirement, association form, or local disclosure obligation. Real estate purchase agreements vary by state, county, municipality, property type, financing method, and transaction facts. Before use, review and adapt this document with a licensed real estate attorney or qualified real estate professional in the applicable U.S. jurisdiction.

Document Use: Fillable working template | Not a substitute for legal counsel

How to Use This Template

- 1. Confirm state requirements:** Use this template only after checking state, local, broker, MLS, and lender requirements. Replace general clauses with approved state-specific language where needed.
- 2. Complete all blanks:** Do not leave material blanks empty. Use N/A only where a clause clearly does not apply.
- 3. Attach required addenda:** Attach state disclosures, lead-based paint disclosure for applicable pre-1978 housing, HOA documents, financing addendum, inspection addendum, appraisal addendum, or other required forms.
- 4. Use clear deadlines:** Insert calendar dates and times for every contingency, deposit, inspection, title objection, financing, appraisal, and closing deadline.
- 5. Keep a signed final copy:** All parties should receive the fully signed contract and all addenda. Store the final executed version in the CRM or transaction management system.

Professional workflow tip

Use this agreement as the transaction source of truth. Each key date should be converted into CRM tasks: deposit due, inspection deadline, title objection deadline, financing deadline, appraisal deadline, final walkthrough, closing date, and possession date.

Deal Summary Sheet

Property Address [Street address, city, county, state, ZIP]	Agreement Date [Month Day, Year]
Buyer Name(s) [Full legal name(s)]	Seller Name(s) [Full legal name(s)]
Purchase Price [\$ amount]	Earnest Money Deposit [\$ amount and due date]
Financing Type [Cash / conventional / FHA / VA / USDA / other]	Closing Date [Month Day, Year]
Inspection Deadline [Date and time]	Possession Date [Date and time]
Listing Broker [Name / company / license no.]	Buyer Broker [Name / company / license no.]

Real Estate Purchase Agreement

Template status

This document is a working purchase agreement template for a typical U.S. residential real estate transaction. It should be customized for the state, transaction type, property condition, financing structure, and required disclosures.

1. Parties

This Real Estate Purchase Agreement ("Agreement") is entered into as of [Agreement Date] by and between the following parties:

Seller(s) [Full legal name(s) of seller(s)]	Buyer(s) [Full legal name(s) of buyer(s)]
Seller Mailing Address [Address]	Buyer Mailing Address [Address]
Seller Email / Phone [Email / phone]	Buyer Email / Phone [Email / phone]

2. Property Description

Seller agrees to sell and Buyer agrees to purchase the real property described below, together with all improvements, fixtures, and appurtenant rights unless excluded in this Agreement.

Property Address [Street address, city, county, state, ZIP]	County [County]
Legal Description / Parcel ID [Legal description, assessor parcel number, tax ID, lot/block, or attach Exhibit A]	Property Type [Single-family / condo / townhouse / multi-family / land / other]

Selection	Option / Condition
[]	Single-family residence
[]	Condominium
[]	Townhouse
[]	Multi-family residential
[]	Vacant land
[]	Manufactured home
[]	Other: _____

3. Purchase Price and Payment

The total purchase price for the Property shall be [Purchase Price] (the "Purchase Price"), payable as follows:

Purchase Price [\$ amount in numbers and words]	Initial Deposit / Earnest Money [\$ amount]
Additional Deposit, if any [\$ amount and due date]	Loan Amount, if applicable [\$ amount or percentage]
Buyer Cash at Closing [Estimated amount]	Other Payment Terms [Seller credit, concessions, assumptions, or special arrangements]

4. Earnest Money Deposit

Within [number] business days after the Effective Date, Buyer shall deliver the earnest money deposit to [Escrow Holder / Title Company / Closing Attorney / Broker] in the amount of [amount]. The deposit shall be credited toward the Purchase Price at Closing unless otherwise provided in this Agreement.

Escrow Holder / Deposit Holder [Name]	Deposit Delivery Deadline [Date and time]
Delivery Method [Wire / check / certified funds / other]	Escrow Contact [Email / phone]

5. Financing Terms

Buyer intends to complete the purchase using the financing method selected below. If the transaction is subject to financing, Buyer shall act in good faith to obtain loan approval and shall provide requested lender documentation promptly.

Selection	Option / Condition
[]	Cash purchase - no financing contingency unless separately stated
[]	Conventional mortgage financing
[]	FHA financing
[]	VA financing
[]	USDA financing
[]	Seller financing - attach seller financing addendum
[]	Assumption of existing loan - attach loan assumption addendum
[]	Other: _____

Financing Contingency Deadline [Date and time]	Loan Application Deadline [Date and time]
Lender Name, if known [Name]	Maximum Interest Rate / Loan Terms [Optional]

6. Closing

Closing shall occur on or before [Closing Date] at a location or through a closing process designated by the escrow holder, title company, or closing attorney, unless the parties agree otherwise in writing.

Closing Date [Date]	Closing Agent / Title Company / Attorney [Name]
Closing Location [Address or remote closing details]	Funding Deadline [Date and time, if applicable]

7. Possession

Seller shall deliver possession of the Property to Buyer as selected below, subject to tenant rights, occupancy agreements, lease terms, or other written arrangements.

Selection	Option / Condition
[]	At closing and funding
[]	On recording of deed
[]	At a specific date/time: _____
[]	Subject to post-closing occupancy agreement
[]	Subject to tenant lease or vacancy condition

[]	Other: _____
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Seller shall deliver keys, garage openers, access cards, alarm codes, mailbox keys, warranties, manuals, and other access items at possession unless otherwise agreed.

8. Fixtures, Personal Property, and Exclusions

Unless specifically excluded, the sale includes permanently attached fixtures and improvements currently located on the Property. The parties should clearly list items included and excluded to avoid dispute.

Included Items [Appliances, fixtures, window treatments, smart devices, sheds, attached equipment, etc.]	Excluded Items [Items seller will remove before closing]
Personal Property Included [Washer, dryer, refrigerator, furniture, etc.]	Condition of Included Items [Working order / as-is / no warranty / other]

9. Property Condition and Inspection

Buyer may inspect the Property, at Buyer's expense, within the inspection period stated below. Inspections may include general home inspection, roof, HVAC, plumbing, electrical, septic, well, pest, mold, radon, environmental, survey, zoning, permits, insurance, and other due diligence as applicable.

Inspection Period [Number] days after Effective Date or specific deadline	Repair Request Deadline [Date and time]
Seller Response Deadline [Date and time]	Final Walkthrough Date [Date/time before closing]

Selection	Option / Condition
[]	Buyer may cancel within inspection period and receive deposit refund, subject to written notice
[]	Buyer may request repairs, credits, or price adjustment
[]	Buyer accepts Property in as-is condition except for agreed repairs
[]	Seller must complete agreed repairs before closing and provide receipts where available
[]	Other: _____

10. Seller Disclosures

Seller shall provide legally required disclosures and any known material facts affecting the Property. Required disclosures may vary by state and local law.

Selection	Option / Condition
[]	Seller property disclosure statement
[]	Lead-based paint disclosure, if applicable
[]	HOA / condominium / community association disclosures
[]	Flood zone / insurance disclosures, if applicable
[]	Known defects or repair history
[]	Occupancy, lease, or tenant information
[]	Permits, code notices, or violation notices
[]	Environmental or hazardous condition disclosures
[]	Other state or local required disclosures

11. Title, Survey, and Deed

Seller shall convey marketable title to Buyer by [general warranty deed / special warranty deed / grant deed / quitclaim deed / other deed type], subject only to permitted exceptions, recorded restrictions, easements, and matters accepted by Buyer.

Title Evidence Delivery Deadline [Date]	Title Objection Deadline [Date]
Survey Required? [Yes / No / Buyer option / Lender required]	Deed Type [Specify deed type]

If title defects are discovered, Seller shall have [number] days to cure the defects. If Seller cannot cure, Buyer may cancel and receive the deposit back, waive the defect, or pursue other remedies allowed by this Agreement and applicable law.

12. Appraisal

If the purchase is financed, the lender may require an appraisal. If the appraised value is below the Purchase Price, the parties shall proceed according to the selected option or any attached appraisal addendum.

Selection	Option / Condition
[]	Buyer may cancel if appraisal is below Purchase Price and lender will not approve financing
[]	Seller may reduce Purchase Price to appraised value
[]	Buyer may pay the difference in cash
[]	Parties may renegotiate in writing
[]	No appraisal contingency
[]	Other: _____

13. Prorations, Taxes, Fees, and Closing Costs

Property taxes, assessments, HOA dues, rents, utilities, and other recurring expenses shall be prorated as of the closing date unless otherwise agreed. Closing costs shall be paid as follows:

Cost / Item	Responsible Party
Owner title insurance policy	[Buyer / Seller / Split / N/A]
Lender title insurance policy	[Buyer / Seller / Split / N/A]
Escrow / settlement fee	[Buyer / Seller / Split]
Recording fees	[Buyer / Seller / Split]
Transfer tax / documentary stamp tax	[Buyer / Seller / Split / per local custom]
Brokerage commission	[Per listing / buyer broker agreement]
HOA transfer / estoppel fee	[Buyer / Seller / Split]
Home warranty	[Buyer / Seller / N/A]
Survey	[Buyer / Seller / N/A]
Lender fees	[Buyer / N/A]

14. Homeowners Association / Condominium Association

If the Property is subject to a homeowners association, condominium association, cooperative association, or community association, Seller shall provide applicable documents, fees, budgets, rules, restrictions, minutes, assessments, and resale certificates as required by law and contract.

Association Name [Name]	Monthly / Quarterly Dues [\$ amount]
Document Delivery Deadline [Date]	Buyer Review Deadline [Date]

15. Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until closing unless applicable law provides otherwise. If the Property is materially damaged before closing, Buyer may elect to cancel, proceed with insurance proceeds or repair arrangements, or renegotiate in writing.

16. Default and Remedies

If Buyer fails to perform under this Agreement without a valid contractual right to cancel, Seller may exercise remedies available under this Agreement and applicable law, which may include retention of earnest money as liquidated damages where enforceable, cancellation, specific performance, or other legal or equitable remedies.

If Seller fails to perform under this Agreement without a valid contractual right to cancel, Buyer may exercise remedies available under this Agreement and applicable law, which may include deposit refund, cancellation, specific performance, damages, or other legal or equitable remedies.

Attorney review recommended

Default and remedy clauses are highly state-specific. Some states limit liquidated damages, specific performance, attorney fees, or notice requirements. Review this clause carefully before use.

17. Notices

All notices, approvals, objections, cancellations, and requests under this Agreement must be in writing and delivered by the method selected below or as required by applicable law and broker practice.

Selection	Option / Condition
<input type="checkbox"/>	Email to the addresses stated in this Agreement
<input type="checkbox"/>	Certified mail or recognized overnight delivery
<input type="checkbox"/>	Personal delivery
<input type="checkbox"/>	Through transaction management platform or broker portal
<input type="checkbox"/>	Other: _____

Buyer Notice Email [Email]	Seller Notice Email [Email]
Buyer Agent Notice Email [Email]	Listing Agent Notice Email [Email]

18. Brokerage and Agency

The parties acknowledge that real estate licensees may represent Buyer, Seller, both parties, or neither party depending on applicable law, agency disclosure, and brokerage agreements. Agency disclosures and commission arrangements should be attached where required.

Listing Broker / Agent [Name, firm, license no., email]	Buyer Broker / Agent [Name, firm, license no., email]
Commission Arrangement [As per separate brokerage agreement / MLS offer / written agreement]	Agency Disclosure Attached? [Yes / No / N/A]

19. Required Addenda and Exhibits

The following addenda, exhibits, or disclosures are attached and made part of this Agreement:

Selection	Option / Condition
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<input type="checkbox"/>	Exhibit A - Legal Description
<input type="checkbox"/>	Seller Property Disclosure
<input type="checkbox"/>	Lead-Based Paint Disclosure, if applicable
<input type="checkbox"/>	Financing Addendum
<input type="checkbox"/>	Appraisal Addendum
<input type="checkbox"/>	Inspection Addendum
<input type="checkbox"/>	HOA / Condominium Addendum
<input type="checkbox"/>	Post-Closing Occupancy Agreement
<input type="checkbox"/>	Seller Financing Addendum
<input type="checkbox"/>	Home Sale Contingency Addendum
<input type="checkbox"/>	State or local mandatory forms
<input type="checkbox"/>	Other: _____

20. Assignment

Buyer may not assign this Agreement without Seller's prior written consent, unless otherwise stated here:

Assignment terms: _____

21. Time is of the Essence

Time is of the essence for all dates, deadlines, and performance obligations in this Agreement unless the parties agree otherwise in writing or applicable law provides a different rule.

22. Entire Agreement; Amendments

This Agreement, including all attached addenda and exhibits, contains the entire agreement of the parties regarding the purchase and sale of the Property. Any amendment must be in writing and signed by all parties.

23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of [State]. Any dispute shall be resolved in the county or venue required by applicable law or agreed by the parties in writing.

State Governing Law [State]	County / Venue [County]
Dispute Resolution Method [Court / mediation / arbitration / other]	Attorney Fees Clause [Yes / No / as allowed by law]

24. Signatures

By signing below, the parties agree to be bound by this Agreement as of the Effective Date stated below.

Effective Date [Date when last party signs or as defined by state form]	Effective Time [Time and time zone, if used]
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Buyer Signature _____	Seller Signature _____
Buyer Printed Name / Date _____	Seller Printed Name / Date _____
Additional Buyer Signature _____	Additional Seller Signature _____
Additional Buyer Printed Name / Date _____	Additional Seller Printed Name / Date _____

Listing Broker Confirmation [Name / signature / date, if required by brokerage policy]	Buyer Broker Confirmation [Name / signature / date, if required by brokerage policy]
Escrow / Title Receipt Confirmation [Name / date received]	Attorney Review Confirmation [Name / date, if applicable]

Execution reminder

The final signed copy should include every addendum, disclosure, exhibit, and amendment referenced in this Agreement. Store the executed version in the transaction management platform and distribute copies to all required parties.

Addendum A - Contingency Deadline Tracker

Use this page to convert contract deadlines into transaction tasks. This is especially useful for real estate CRM, transaction management, and brokerage operations teams.

Deadline	Due Date / Time	Responsible Party	Status
Earnest money deposit due	[Date/time]	[Owner]	[Status]
Loan application due	[Date/time]	[Owner]	[Status]
Inspection period ends	[Date/time]	[Owner]	[Status]
Repair request due	[Date/time]	[Owner]	[Status]
Seller disclosure delivery due	[Date/time]	[Owner]	[Status]
Title evidence delivery due	[Date/time]	[Owner]	[Status]
Title objection due	[Date/time]	[Owner]	[Status]
Financing contingency expires	[Date/time]	[Owner]	[Status]
Appraisal contingency expires	[Date/time]	[Owner]	[Status]
HOA / condo document review ends	[Date/time]	[Owner]	[Status]
Final walkthrough	[Date/time]	[Owner]	[Status]
Closing	[Date/time]	[Owner]	[Status]
Possession	[Date/time]	[Owner]	[Status]

Pre-Signing Quality Checklist

Before the agreement is sent for signature, review the following items.

Item	Done	Notes
Buyer and seller legal names are complete and accurate	[]	
Property address, county, state, ZIP, and legal description are complete	[]	
Purchase price, deposit, and payment method are clearly stated	[]	
Deposit holder and deposit delivery deadline are stated	[]	
Financing terms and financing contingency deadline are stated	[]	
Inspection period, repair request process, and deadlines are stated	[]	
Closing date and possession date are clearly stated	[]	
Included and excluded fixtures/personal property are listed	[]	
Seller disclosures and required state/local forms are attached	[]	
Title, survey, deed type, and objection deadlines are stated	[]	
HOA/condo document obligations are addressed, if applicable	[]	
Taxes, prorations, fees, and closing costs are assigned	[]	
Default and remedy language has been reviewed for the state	[]	
Notice emails and broker contacts are correct	[]	
All addenda are attached and referenced	[]	
All parties have signed and dated the final version	[]	