

OFFER TO PURCHASE REAL ESTATE FORM WITH INSTRUCTIONS TO USE AS A COUNTER-OFFER FORM

This form is used to make an offer to purchase real estate. The form is completed by a potential Buyer then presented to the Seller, outlining the basic terms under which the potential Buyer would purchase the property.

If the proposed terms offered by the Buyer are acceptable to the Seller, the Seller signs the Offer Form to begin the sales transaction.

If the terms offered are NOT acceptable to the Seller, the Seller can either make and initial changes to the form then return it unsigned to the Buyer to initial, or the Seller can prepare a brand new form as a Counter-Offer and present that new version to the Buyer.

Only when the Buyer and Seller both agree to the terms on the Offer Form should the document contain signatures from both parties.

INSTRUCTIONS FOR COMPLETING THIS DOCUMENT:

Enter the information on each of the lines below as titled. If using this form as a fillable PDF, hover your cursor over any field to make an instruction tip appear. When finished, discard this instruction page; it is not part of the final document.

HAVE AN ACCEPTED OFFER?

Once an Offer to Purchase Real Estate is made and accepted, complete your transaction with a professionally-prepared Real Estate Document Package! Includes all the required contracts, deeds, disclosures and documents with step-by-step filing instructions, all ready-for-signature at an affordable price. Visit **RealtyPact.com** or call toll-free **1-800-624-8175** to get started!

Download a fillable, savable PDF version of this form: RealtyPact.com/OfferForm

Access even more SELLER TOOLS for FREE: RealtyPact.com/Tools

OFFER TO PURCHASE REAL ESTATE

Date: _____

Address of Property: _____

Legal Description (or attach separate page(s)): _____
_____.

Name of Buyer(s): _____

Address: _____

Phone: _____ Email: _____

Name of Seller(s): _____

Phone: _____ Email: _____

Buyer(s) hereby offer to purchase from the Seller(s) the Property identified above, together with any personal property described below. Buyer(s) offer is made upon the following terms:

Total Purchase Price: \$ _____

Earnest Money Deposit: \$ _____

Balance Due at Closing: \$ _____

Proposed Closing Date: _____

Earnest Money Deposit shall be paid to: _____
("Escrow Holder").

Personal Property Items / Fixtures to be included in the sale of this Property:



Buyer(s) shall take title to the Property as _____.

Which party is to pay for a Property Inspection? ___ Buyer; ___ Seller; ___ No Inspection

Which party is pay for a Roof Inspection? ___ Buyer; ___ Seller; ___ No Inspection

Which party is to pay for a Termite Inspection? ___ Buyer; ___ Seller; ___ No Inspection

Other Inspection(s)? Describe: _____

Which party shall pay for these Other Inspections? ___ Buyer; ___ Seller

Which party is to pay for a Property Survey? ___ Buyer; ___ Seller; ___ No Survey

ADDITIONAL TERMS:

Seller(s) shall have until 9:00 P.M. on _____ to accept this Offer, unless it is sooner withdrawn. Acceptance shall not be effective until a copy of this document is signed by the Sellers and received by Buyer(s). If this offer is not accepted by the date set forth above, the offer shall lapse and be of no further effect, and the Earnest Money Deposit paid or tendered to the Escrow Holder shall be returned/refunded to Buyer(s).

The parties agree that this document is an Offer to Purchase. If this Offer to Purchase is acceptable to the Seller(s), the Seller(s) shall sign and return a copy of this form, thereby acknowledging acceptance of the terms set forth in this Offer. Upon the Seller(s) acceptance of this Offer (thereby creating a binding Agreement), the Earnest Money Deposit listed above shall be deposited with an Escrow Holder.

The ___ Seller(s) or ___ Buyer(s) shall then present to the other party a formal Real Estate Purchase Agreement and other sale documents within seven (7) days after the date of acceptance of this Offer, such Purchase Agreement reflecting the terms set forth in this Offer. The Purchase Agreement shall be signed by the parties within _____ days after receipt of said Purchase Agreement, unless such Real Estate Purchase Agreement provides for a different time frame.

In the event said Buyer(s) fails to pay the balance of said Purchase Price, or otherwise fails to complete or Close the purchase of the Property as required herein, then Seller(s) may cancel the transaction and agreement in writing provided to Buyer(s) and retain the Down Payment / Earnest Money Deposit as liquidated and agreed damages.

Seller(s) agree to convey fee simple title to the Property to Buyer(s) via Warranty Deed, free and clear of all liens and encumbrances whatsoever, except the following (the "Permitted Encumbrances"): (a) zoning ordinances, if any; (b) taxes and assessments (both general and special) not yet due and payable; (c) reservations, restrictions, easements, limitations, and conditions of record which do not unreasonably interfere with the present use of the Property; and (d) _____.

Seller(s) shall furnish Buyer(s) a Standard Owner's Title Insurance Policy showing good and marketable title to the Property. This Policy shall be paid for by: ____ Buyer(s); ____ Seller(s). The parties agree that if the Title Insurance Policy discloses any matter other than a Permitted Encumbrance which materially and adversely affects title to the Property, or if title to the Property is not marketable (the foregoing referred to as "Title Defect"), Seller(s) shall have a reasonable time, not to exceed 30 days after written notice from Buyer(s), within which to cure or remove any such Title Defect. In the event Seller(s) is unable to cure or remove the Title Defect within the 30-day period, Seller(s) shall immediately give notice of Seller(s) inability to Buyer(s), and thereafter, Buyer(s) shall have 10 days after receipt of such notice within which to make its election either: (i) to accept title to the Property subject to such Title Defects; or (ii) to withdraw from this transaction and terminate this Agreement. If so terminated, the Down Payment / Earnest Money Deposit shall immediately be returned to the Buyer(s).

Real estate taxes and assessments, both general and special, along with insurance, rents and utility charges (as may be applicable) shall be conclusively prorated between the parties as of the Closing Date, such that all such amounts attributable to periods ending on or before the Closing Date are allocated to Seller(s), and all such amounts attributable to periods ending after the Closing Date are allocated to Buyer(s).

_____ [mark if applicable] This offer is subject to Buyer(s) obtaining a real estate loan or other financing for the balance of the Purchase Price indicated above. Should Buyer(s) fail to obtain such loan or financing within thirty (30) days of the date that the parties enter into a Real Estate Purchase Agreement (or some other period of time as set forth in such Real Estate Purchase Agreement), then the transaction shall be terminated, and the Down Payment / Earnest Money paid or tendered to Escrow Holder shall be refunded to Buyer(s).

There will be no real estate broker used with this transaction. The Seller(s) agree that full possession of the Property shall be made available to Buyer(s) upon Closing of the transaction.

Time is of the essence.

Additional Terms to be included in the sale / purchase of this Property:

This Offer is Submitted by:

Buyer Signature

Print Name:
Date:

Buyer Signature

Print Name:
Date:

This Offer is Accepted by:

Seller Signature

Print Name:
Date:

Seller Signature

Print Name:
Date: