

# SALES CONTRACT

**Seller's Name,** \_\_\_\_\_ as  
seller,

Of (address), \_\_\_\_\_

Phone #, \_\_\_\_\_ Fax # \_\_\_\_\_

**And (Buyer's Name),** \_\_\_\_\_ as  
buyer,

Of (Buyer's Address), \_\_\_\_\_

Phone #, \_\_\_\_\_ Cell #, \_\_\_\_\_

Fax #, \_\_\_\_\_ Other Contact #, \_\_\_\_\_

**hereby agree that the Seller shall sell and the buyer shall buy the following  
described property upon THE TERMS AND CONDITIONS HEREINAFTER SET  
FORTH, within this contract.**

Property Address: \_\_\_\_\_

## **Upon the Conditions and Terms as Follows:**

1. **Full Purchase Price:** \$ \_\_\_\_\_, payable in cash, of which the deposit  
\$ \_\_\_\_\_ shall apply as part. The remaining balance of  
\$ \_\_\_\_\_ will be paid at closing.
2. **Title Insurance:** Buyer is not obligated to purchase the property unless seller  
can convey good and marketable title.
3. **Survey:** Buyer may obtain a survey of the property. If the property reveals any  
encroachments or any other matters that adversely affect the property, seller has  
an additional 30 days to resolve the issues.
4. **Default:** In the event of Seller's default, the buyer shall be entitled to his  
earnest money returned. In the event of Buyer's default, the buyer's earnest  
money deposit is **non-refundable**.
5. **Documentary Stamps:** Seller will net. Buyer will pay for both seller's and  
buyer's closing costs. Seller understands property taxes will be prorated.
6. **Buyer may assign contract.**
7. **Conditions for Closing:**

A. Clear & Marketable Title

B. Satisfactory survey of the property, free from any encroachments, (If purchased by Buyer.)

8. **Closing:** This contract shall close on or before \_\_\_\_\_ days following the execution of the agreement. Closing will be held at \_\_\_\_\_ Title Company.

9. **Expiration of Offer:** If the offer made in this contract is not accepted and executed within 3 business days of date indicated below next to Buyer's signature, said offer is withdrawn and shall expire.

**Special Clauses: This is a CASH DEAL. Buyer will purchase in "AS IS" Condition. Earnest money is NON-REFUNDABLE!!! Except in the event of Seller default.**

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**This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.**

**Accepted by all parties on the date(s) signed below.**

Date: \_\_\_\_\_ Buyer's Signature(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Date: \_\_\_\_\_ Seller's Signature(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_