

RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT (ILLINOIS)

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Real Estate Purchase Agreement

Illinois Residential Real Estate Purchase Agreement

This Residential Real Estate Purchase Agreement (this Agreement) is made as of _____ (the Effective Date), by _____ and _____, whose address is _____ (Buyer), and _____, whose address is _____ (Seller). Buyer and Seller are sometimes referred to herein individually as a Party and collectively as the Parties.

DEFINITIONS; PARTIES; PROPERTY

1.1 Parties. Buyer and Seller are identified above. If more than one Buyer or Seller is named, their obligations are joint and several.

1.2 Property. The real property commonly known as _____ (the Property Address), located in _____ the _____ County of _____, State of Illinois, together with all rights, privileges, easements, hereditaments, and appurtenances thereunto belonging, and more particularly described as follows:

Legal Description:

Permanent Index Number(s) (PIN):

Condominium/Cooperative (if applicable): Unit No. _____, Building _____, Garage/Storage Unit(s) _____, Parking Space(s) _____, in _____ (Association/Development name), together with the percentage of common elements appurtenant thereto as described in the Declaration recorded at _____.

Improvements. All buildings, structures, and fixtures presently affixed to the land, including without limitation built-in appliances, heating, cooling, electrical and plumbing systems, water softeners (owned), water heaters, attached lighting, ceiling fans, window treatments (excluding curtains unless specified), attached shelving, attached mirrors, smoke/CO detectors, garage door openers and remotes, mailbox keys, built-in speakers, and landscaping.

Appurtenant Rights. All easements, licenses, appurtenances, mineral and water rights (if any and if owned by Seller), and all right, title, and interest of Seller in and to adjacent streets, alleys, and rights-of-way, subject to record matters.

1.3 Included Property. The following items are included in the sale at no additional cost unless excluded herein: _____. If none, write "None."

1.4 Excluded Property. The following items are specifically excluded and shall be removed by Seller prior to Possession: _____. If none, write "None."

PURCHASE PRICE; EARNEST MONEY; ALLOCATION OF PRICE

2.1 Purchase Price. The total purchase price for the Property is \$ _____ (the Purchase Price).

2.2 Earnest Money. Within _____ Business Days after the Effective Date, Buyer shall deliver earnest money in the amount of \$ _____ (the Earnest Money) to _____ (the Escrowee/Escrow Agent) at _____, to be held in escrow pursuant to Section 14. The Earnest Money shall be applied to the Purchase Price at Closing.

2.3 Additional Earnest Money. Buyer shall deliver additional earnest money of \$ _____ (if any) to Escrowee within _____ Business Days after _____.

2.4 Source of Funds. At Closing, Buyer shall pay the balance of the Purchase Price, plus Buyer's Closing costs and prorations, by wire transfer of immediately available federal funds to the Closing agent.

FINANCING; FINANCING TYPE; BUYER'S QUALIFICATION

3.1 Financing Election. Buyer shall complete this section by selecting one or more options. Failure to select any box defaults to Cash Purchase.

Cash Purchase
Conventional Financing
FHA Financing
VA Financing
USDA Financing
Seller Financing

Other:

3.2 Financing Terms. If not a Cash Purchase:

Loan Amount: \$ _____ or _____ % of
Purchase Price; Interest Rate not to exceed _____ % per annum;
Term: _____ years; Amortization:
_____ years; Points/Fees not to exceed \$ _____
or _____ % of loan.

Loan Application. Buyer shall apply in good faith for the selected loan program(s) within _____ Business Days after the Effective Date and shall provide lender and title company with all reasonably requested information.

Loan Commitment. On or before _____ (the Commitment Deadline), Buyer shall deliver to Seller written evidence of a firm loan commitment (subject only to customary conditions, appraisal, title, and verification) (the Loan Commitment). If Buyer fails to timely deliver the Loan Commitment, Seller may terminate by written notice within _____ Business Days after the Commitment Deadline; if Seller does not so terminate, the Financing Contingency shall continue until terminated by Seller or satisfied by issuance of the Loan Commitment.

Failure to Obtain Financing. If Buyer timely applied and acted in good faith but is unable to obtain the Loan Commitment by the Commitment Deadline, Buyer may terminate by written notice to Seller on or before the Commitment Deadline, whereupon the Earnest Money shall be returned to Buyer, subject to Section 14.

3.3 Appraisal Contingency.

Appraisal Deadline: _____.

If the Property appraises at less than the Purchase Price, Buyer may within _____ Business Days after receipt of the appraisal: (i) terminate this Agreement; or (ii) propose in writing a purchase price reduction to the appraised value. If Seller does not accept within _____ Business Days, Buyer may terminate. Absent termination, Buyer shall proceed at the original Purchase Price and may pay any difference in cash at Closing, unless otherwise agreed in writing.

CONTINGENCIES

4.1 Title Contingency. Buyer's obligations are contingent upon receipt, within _____ Business Days after the Effective Date, of a current title commitment for an ALTA owner's policy issued by _____ (the Title Company) in the amount of the Purchase Price, together with copies of all exceptions. Buyer shall have _____ Business Days after receipt to object in writing to any defects not permitted herein. Seller shall have _____ Business Days after receipt of Buyer's objections to cure such objections. If Seller fails or refuses to cure, Buyer may: (a) terminate and receive a return of Earnest Money; or (b) waive objections and proceed to Closing. Matters of record not objected to within the objection period shall be Permitted Exceptions.

4.2 Insurance Contingency. This Agreement is contingent upon Buyer's ability, on or before _____, to obtain a binder for homeowner's insurance for the Property at commercially reasonable rates and terms. If Buyer is unable to do so despite good-faith efforts, Buyer may terminate and receive a return of Earnest Money.

4.3 Sale of Buyer's Property Contingency (if elected).

Contingent on sale and closing of Buyer's property located at _____ (Buyer's Property) on or before _____. Buyer shall deliver a copy of a fully executed contract within _____ Business Days after the Effective Date. If Buyer's Property does not close by the stated date, either Party may terminate by written notice; Earnest Money shall be returned to Buyer.

Not contingent on sale of Buyer's Property.

4.4 Other Contingencies. _____.

INSPECTIONS; INVESTIGATIONS; PROPERTY CONDITION

5.1 Inspection Period. Buyer shall have _____ Business Days after the Effective Date (the Inspection Period) to conduct, at Buyer's expense, inspections and investigations of the Property and Improvements, including without limitation general home, structural, mechanical, electrical, plumbing, roof, foundation, pest/termite, radon, mold, lead-based paint (if pre-1978), environmental, well/septic, sewer lateral, survey, and code compliance.

5.2 Access; Utilities. Seller shall provide reasonable access to the Property for inspections and shall keep all utilities on during the Inspection Period and through the day of Closing.

5.3 Inspection Notice; Repairs. Before expiration of the Inspection Period, Buyer may deliver a written notice identifying defects and requesting repairs or credits. Seller may respond within _____ Business Days. If the Parties do not timely reach written agreement, Buyer may, before the Inspection Period expires, terminate this Agreement and receive a return of Earnest Money. If Buyer fails to timely deliver an inspection notice, the Inspection Contingency is waived.

5.4 As-Is; Condition at Closing. Except as expressly provided in this Agreement or any Seller disclosures or written repair agreements, Buyer agrees to accept the Property in its "as is" condition as of the Effective Date, ordinary wear and tear excepted, provided Seller shall maintain the Property in substantially the same condition through Closing and remove all personal property not included in the sale.

5.5 Lead-Based Paint (if pre-1978). If the dwelling was built prior to 1978, the Parties shall complete the federally required lead-based paint disclosure and acknowledgment addendum, and Buyer shall have a _____-day opportunity for risk assessment or inspection.

SURVEYS; BOUNDARIES; POSSESSION OF TITLE EVIDENCE

6.1 Survey. Buyer shall _____ shall not obtain a new survey at Buyer's expense. If a new survey is obtained, it shall be a(n) _____ ALTA/NSPS _____ boundary _____ other: _____ survey prepared by a licensed Illinois surveyor, certified to Buyer, Buyer's lender, and the Title Company, and delivered by _____. Survey matters disclosed shall be subject to the Title Contingency procedures.

6.2 Encroachments. If the survey reveals encroachments or boundary matters that materially and adversely affect the Property's intended use, Buyer may object and the Parties shall follow the procedures in Section 4.1.

TITLE; CONVEYANCE; DEED; CLOSING DOCUMENTS

7.1 Conveyance; Deed Type (select one):

General Warranty Deed
Special Warranty Deed
Quitclaim Deed
Trustee's Deed
Executor/Administrator's Deed

Other: _____

Title shall be good, marketable, and insurable at regular rates, subject only to Permitted Exceptions.

7.2 Title Policy. At Closing, Seller shall cause the Title Company to issue to Buyer an ALTA owner's policy in the amount of the Purchase Price, effective as of the Recording Date, insuring fee simple title in Buyer, subject only to Permitted Exceptions. Any extended coverage or endorsements requested by Buyer shall be at Buyer's expense unless otherwise agreed.

7.3 Closing Documents. At Closing, Seller shall deliver: (a) executed and notarized deed; (b) state, county, and municipal transfer forms; (c) ALTA statement; (d) affidavit of title; (e) bill of sale for Included Property (if any); (f) FIRPTA certification or withholding instructions per Section 11; (g) keys, codes, remotes; and (h) any association documents and paid assessment letters. Buyer shall deliver: (i) Closing funds; (ii) lender documents (if any); and (iii) evidence of insurance.

CLOSING; POSSESSION; PRORATIONS

8.1 Closing. The closing of the purchase and sale transaction (the Closing) shall occur on _____ (the Closing Date), at _____, or by mail/remote escrow if mutually agreed. The deed and applicable transfer documents shall be recorded in the public records of _____ County, Illinois, on the Closing Date or as soon thereafter as practicable (the Recording Date).

8.2 Possession Timing (select one):

Possession at Closing, subject to funding and recording

Possession _____ calendar days after Closing
at _____ : _____ a.m. p.m.
Early Possession by Buyer on _____ at _____
: _____ a.m. p.m. under separate
occupancy agreement
Post-Closing Occupancy by Seller until _____ at _____
: _____ a.m. p.m. under separate
occupancy agreement

8.3 Holdover; Use and Occupancy. If possession is not delivered as agreed, the non-possessing Party is entitled to [daily use and occupancy fee] of \$ _____ per day as liquidated damages in addition to other remedies, not as a penalty.

8.4 Prorations. As of 11:59 p.m. on the day preceding the Closing Date, the following shall be prorated on the latest available tax bill or actuals if available: real estate taxes (see Section 10.3), association assessments, rents (if any), utilities (if lienable), and other recurring charges. Final water/sewer and other required municipal readings shall be obtained, and any escrows required by the municipality shall be established per local practice.

8.5 Risk of Loss. Risk of loss remains with Seller until Closing and delivery of possession. If prior to Closing a material portion of the Property is damaged or destroyed, Buyer may elect to: (a) terminate and receive a return of Earnest Money; or (b) proceed to Closing with an assignment of insurance proceeds and credit for any deductible and uninsured loss.

ASSESSMENTS; HOMEOWNERS/CONDOMINIUM ASSOCIATIONS

9.1 Association. The Property _____ is _____ is not subject to a homeowners or condominium association. If yes, Association Name: _____ ;
Management/Agent: _____ ; Contact: _____
; Phone/Email: _____ .

9.2 Documents and Disclosures. Within _____ Business Days after the Effective Date (or as required by the Illinois Condominium Property Act for condominiums), Seller shall provide Buyer with applicable documents including declaration, bylaws, rules, budget, reserves, most recent financials, meeting minutes (most recent _____), paid assessment letter, common element disclosure, and any Section 22.1 disclosures (for condominiums).

9.3 Right of Rescission (if applicable). If the Illinois Condominium Property Act or other law affords Buyer a statutory right to rescind after receipt of required disclosures, Buyer may rescind within the statutory period by written notice, whereupon the Earnest Money shall be returned to Buyer.

9.4 Special Assessments; Allocation (select one):

Seller to pay all special assessments confirmed as of the Effective Date

Seller to pay all special assessments confirmed as of Closing

Buyer to assume all special assessments

Other allocation:

9.5 Association Charges at Closing. Transfer fees, move-in/move-out fees, and other Association charges shall be paid as allocated in Section 12.

PROPERTY TAXES; GOVERNMENTAL IMPOSITIONS

10.1 Tax Year; Billing. Real estate taxes are billed in arrears in Illinois. Prorations shall be based on the most recent ascertainable full year tax bill multiplied by _____ % (if adjusted), unless otherwise agreed.

10.2 Proration Method. Taxes shall be prorated through the day prior to Closing using the best available information. If the actual bill for the year of Closing is not available at Closing, the Parties agree to a final post-Closing reporation within _____ months after the bill is issued upon written request by either Party.

10.3 Exemptions; Freezes. Seller shall disclose any exemptions, freezes, or incentives affecting taxes (e.g., owner-occupied, senior, homestead, disability, VA, Home Improvement, TIF). Prorations shall consider such items as follows: _____ .

GOVERNMENT NOTICES; FIRPTA; WITHHOLDING

11.1 Governmental Compliance. Each Party shall comply with applicable federal, state, and local laws, ordinances, transfer requirements, point-of-sale inspections, smoke/CO detector requirements, and any municipal transfer stamps or inspection requirements. Unless otherwise required by local ordinance, Buyer shall be responsible for Buyer's occupancy permits; Seller shall be responsible for any required point-of-sale inspections imposed on sellers.

11.2 FIRPTA. Seller shall deliver at Closing a certification of non-foreign status under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) or comply with applicable withholding. If Seller fails to provide such certification, Buyer is authorized to withhold and remit amounts as required by law.

11.3 Disclosures of Known Violations. Seller shall disclose any written notices from governmental authorities of code violations or pending condemnation known to Seller and not previously cured.

CLOSING COSTS; TITLE CHARGES; TRANSFER TAXES

12.1 Seller Costs (unless otherwise required by local ordinance or agreed otherwise): deed preparation; Seller's customary title insurance owner's policy premium at standard rates; owner's title search and examination; state/county transfer taxes allocated to Seller; municipal transfer taxes allocated to Seller; one-half escrow/closing fee (if customary); release of Seller's liens; Seller's attorney fees; Association paid assessment letter and account status letter (if customary for seller).

12.2 Buyer Costs: recording fees; lender's title insurance policy and endorsements; Buyer-requested extended coverage endorsements; Buyer's loan costs; survey (if elected for Buyer's benefit); one-half escrow/closing fee (if customary); Buyer's attorney fees; owner's title gap coverage if required by Buyer; Association transfer/move-in fees (if customarily buyer's).

12.3 Local Variations. If a municipality imposes transfer stamps, inspections, or escrows, the Parties shall comply and allocate as follows: _____ .

PROPERTY DISCLOSURES; CONDITION; STATUTORY NOTICES

13.1 Illinois Residential Real Property Disclosure Report. Seller shall deliver the Illinois Residential Real Property Disclosure Report as required by law, and Buyer's rights to terminate or remedies, if any, shall be as provided by law and this Agreement.

13.2 Lead-Based Paint Disclosure (pre-1978). If applicable, the Parties shall complete the federal lead-based paint disclosure and acknowledgment addendum.

13.3 Radon Disclosure. If applicable, Seller shall provide the Illinois Radon Awareness Act disclosure pamphlet and any known radon test results and mitigation information.

13.4 Mold; Environmental. Seller shall disclose known material environmental hazards. Buyer may conduct environmental screenings as part of inspections.

13.5 Smoke/CO Detectors. Prior to Closing, Seller shall have installed working smoke and carbon monoxide detectors in accordance with Illinois law and any applicable local ordinance.

13.6 Well/Septic (if applicable). If the Property is served by a private well or septic system, the Parties agree to conduct testing and inspections per local custom or lender requirements by _____, at _____ Seller's _____ Buyer's expense.

EARNEST MONEY; ESCROW; DISPUTES

14.1 Holding of Funds. Earnest Money shall be deposited and held by the Escrowee in a non-interest-bearing account unless otherwise required by law or agreed in writing.

14.2 Disbursement. At Closing, the Earnest Money shall be applied to the Purchase Price. In the event of termination consistent with this Agreement, the Escrowee may disburse the Earnest Money in accordance with joint written instructions of the Parties or as permitted by law.

14.3 Earnest Money Disputes. If a dispute arises regarding entitlement to the Earnest Money, the Escrowee may: (a) continue to hold the funds until receipt of joint written instructions or final order of a court or arbitrator; (b) deliver notice of intent to disburse per applicable law; or (c) interplead the funds into a court of competent jurisdiction, deducting reasonable costs and attorney fees from the deposit. Dispute resolution elections in Section 17 govern disputes between the Parties but do not obligate the Escrowee absent separate agreement.

REMEDIES ON DEFAULT; ELECTIONS

15.1 Buyer Default. If Buyer materially breaches this Agreement and fails to cure within _____ Business Days after written notice, Seller may elect one of the following remedies:

Retain Earnest Money as liquidated damages (the Parties agree actual damages would be difficult to ascertain; this amount is a reasonable pre-estimate and not a penalty)

Pursue actual damages and all lawful remedies, including specific performance

15.2 Seller Default. If Seller materially breaches this Agreement and fails to cure within _____ Business Days after written notice, Buyer may elect one of the following remedies:

Return of Earnest Money plus Buyer's actual damages

Specific performance and equitable relief, plus actual damages

15.3 Limitation. Election of liquidated damages, if selected and enforced, is the sole and exclusive remedy for the non-breaching Party against the breaching Party.

ASSIGNMENT; 1031 EXCHANGE

16.1 Assignment. Buyer may _____ may not assign this Agreement without Seller's prior written consent, which _____ may _____ may not be unreasonably withheld, conditioned, or delayed. Any permitted assignment shall not relieve Buyer of liability unless expressly released in writing by Seller.

16.2 1031 Exchange. Either Party may complete an Internal Revenue Code Section 1031 like-kind exchange. The other Party agrees to reasonably cooperate at no cost, liability, or delay to the non-exchanging Party.

DISPUTE RESOLUTION; METHOD ELECTION

17.1 Method Election (select one):

Litigation in court

Binding arbitration administered by _____ under its rules

Mediation as a condition precedent to litigation; if unresolved within _____ days after mediator appointment, Parties may proceed to litigation

Other:

17.2 Venue and Jurisdiction. Regardless of method elected, any court proceedings shall be in a state court of competent jurisdiction in _____ County, Illinois, and governed by Illinois law.

17.3 Attorney Fees. The prevailing Party in any action or proceeding arising out of this Agreement shall be entitled to reasonable attorney fees and costs, except as limited by Section 14.3.

NOTICES; DELIVERY METHODS; EFFECTIVE DATES

18.1 Addresses for Notice.

Buyer notice to:

Email: _____ Phone: _____

Seller notice to:

Email: _____ Phone: _____

With copies to (optional): _____

18.2 Delivery Methods (select all that apply):

Hand delivery

Overnight courier

Certified mail, return receipt requested

Email to the addresses above

E-sign platform delivery

Other: _____

18.3 Effective Date of Notice. Notices are effective upon: (a) hand delivery; (b) the next Business Day after deposit with overnight courier; (c) three Business Days after mailing by certified mail; (d) the date of transmission if sent by email during recipient's Business Day, otherwise next Business Day.

19. Time; Deadlines; Business Days; Computation

19.1 Time of the Essence. Time is of the essence as to all dates and deadlines in this Agreement.

19.2 Business Day. Business Day means any day other than Saturday, Sunday, or Illinois state or federal legal holidays.

19.3 Extensions. Deadlines may be extended only by written agreement signed by the Parties.

20. Brokerage; Agency; Compensation

20.1 Brokers. Buyer is represented by _____ (Buyer's Broker) as designated agent as dual agent (consent attached) as no-agent/transaction broker other: _____. Seller is represented by _____ (Seller's Broker) as designated agent as dual agent (consent attached) as no-agent/transaction broker other: _____.

20.2 Agency Disclosures. The Parties acknowledge receipt of applicable Illinois agency disclosures and, if dual agency is involved, written informed consent signed by the Parties.

20.3 Compensation. Seller agrees to pay Seller's Broker as provided in a separate listing agreement. Buyer agrees to pay Buyer's Broker as provided in a separate agreement. Unless otherwise agreed in writing, no broker is a Party to this Agreement and no commission is a lien on the Property except as provided by law. The Parties agree to cooperate with any Broker's lien rights as required by law.

21. State-Specific Provisions (Illinois)

21.1 Illinois Statutory Disclosures. To the extent required, Seller shall deliver: (a) Illinois Residential Real Property Disclosure Report; (b) Radon disclosure pamphlet and, if applicable, test/mitigation disclosures; (c) Lead-based paint disclosures for pre-1978 housing; (d) Utility cost disclosure if required by local ordinance; (e) any municipal-specific disclosures required by applicable ordinance.

21.2 Condominium Property Act. If the Property is a condominium, Seller shall comply with the Illinois Condominium Property Act, including delivery of Section 22.1 disclosures. Buyer's statutory rescission rights, if any, shall apply as provided by law.

21.3 Escrow of Withholding. If required by state or local law (including non-resident withholding), the Parties authorize the Closing agent to withhold and remit applicable amounts.

22. Insurance; Risk Management

22.1 Buyer's Insurance. Buyer shall obtain homeowner's/hazard insurance effective no later than the Closing Date and provide evidence to the lender and Closing agent.

22.2 Seller's Insurance. Seller shall maintain existing insurance until Closing and transfer of possession.

23. Electronic Signatures; Counterparts

23.1 Electronic Signatures. The Parties agree that electronic signatures and records satisfy all legal requirements for enforceability.

23.2 Counterparts. This Agreement may be executed in counterparts, including by electronic transmission, each of which is deemed an original and all of which constitute one instrument.

24. Entire Agreement; Amendments; Survival; Severability

24.1 Entire Agreement. This Agreement, including attached addenda and disclosures, constitutes the entire agreement between the Parties regarding the Property and supersedes all prior negotiations and understandings.

24.2 Amendments. Amendments must be in writing and signed by both Parties.

24.3 Survival. Representations, warranties, and obligations that by their nature should survive Closing shall survive, including without limitation Sections 10.2 (reproration), 11 (FIRPTA/withholding), and 17 (dispute resolution/fees).

24.4 Severability. If any provision is determined invalid or unenforceable, the remainder shall continue in full force to the maximum extent permitted.

25. Authority; No Other Reliance

25.1 Authority of Signatories. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she has full authority to bind such Party.

25.2 No Reliance. Buyer acknowledges that neither Seller nor any Broker has made any representation or warranty not expressly set forth in this Agreement or written disclosures.

26. Offer; Acceptance; Expiration

26.1 Offer. This offer shall remain open for acceptance until
at : a.m. p.m. (Offer Expiration).

26.2 Acceptance. Acceptance occurs when Seller signs this Agreement without material change and delivers a fully executed copy to Buyer (or Buyer's Broker) before the Offer Expiration, or as otherwise agreed in writing.

26.3 Counteroffers. Any change to this offer constitutes a counteroffer and rejection of the original offer unless otherwise stated.

27. Additional Terms; Attachments

27.1 Additional Terms.

27.2 Attached Addenda/Disclosures (check all that apply):

Financing Addendum
Appraisal Addendum
Inspection/Repair Addendum
Sale of Buyer's Property Addendum
Condominium/Association Addendum
Lead-Based Paint Disclosure (pre-1978)
Illinois Residential Real Property Disclosure Report
Radon Disclosure and Pamphlet
Well/Septic Addendum
Survey Addendum
Occupancy/Post-Closing Possession Agreement
Escalation Clause Addendum
Closing Cost Credit Addendum
1031 Exchange Addendum
Dual Agency Consent
Wire Fraud Warning
Other:

28. Dispute Resolution Method and Remedies Elections Summary

28.1 Dispute Resolution Method (from Section 17.1): Litigation Arbitration
Mediation Other:

28.2 Remedies Elections (from Section 15): Buyer Default: Liquidated damages
Actual damages/specific performance. Seller Default: Return of Earnest Money +
damages Specific performance.

29. Governing Law; Venue

29.1 Governing Law. This Agreement is governed by the laws of the State of Illinois.

29.2 Venue. Exclusive venue lies in the state courts of
County, Illinois, except as otherwise required by law or agreed in Section 17.

30. Brokerage Confirmation; Conflicts; Disclaimer of Legal Advice by Brokers

30.1 Confirmation. The Parties confirm the brokerage relationships in Section 20.

30.2 No Legal Advice. The Parties acknowledge that Brokers are not attorneys, tax advisors,
or inspectors and have advised the Parties to seek professional advice.

KEY DATES AND DEADLINES

- Effective Date:
- Earnest Money Due:
- Additional Earnest Money Due (if any):
- Inspection Period Expires:
- Appraisal Deadline:
- Loan Application Deadline:
- Loan Commitment Deadline:
- Title Commitment Delivery Deadline:
- Title Objection Deadline:
- Survey Delivery Deadline:
- Insurance Binder Deadline:

- Closing Date:

- Possession Date/Time:

at

:

a.m. p.m.

- Offer Expiration:

at

:

a.m. p.m.

SIGNATURES

SELLER SIGNATURE 1

Seller:

Name:

Title (if entity):

Date:

SELLER SIGNATURE 2

Seller:

Name:

Title (if entity):

Date:

BUYER SIGNATURE 1

Buyer:

Name:

Title (if entity):

Date:

BUYER SIGNATURE 2

Buyer:

Name:

Title (if entity):

Date:

ESCROWEE/ESCROW AGENT ACKNOWLEDGMENT (OPTIONAL)

The undersigned acknowledges receipt of the Earnest Money described in Section 2.2 and agrees to hold and disburse same in accordance with this Agreement.

Escrowee:

By:

Title:

Date:

Address/Email for notices:

BROKER ACKNOWLEDGMENTS (OPTIONAL)

Seller's Broker:

Date:

Buyer's Broker:

Date:

WIRE FRAUD WARNING

Before wiring any funds, independently verify wire instructions with the title/closing company at a known phone number. Do not rely solely on emailed instructions.

*This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT. If you do not fully understand its terms, seek competent legal advice before signing.***