



SAMPLE DOCUMENT

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REAL ESTATE LAND SALES AGREEMENT-AGENT

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year)

WITNESSETH: (seller's name(s) and license number, Hereinafter called seller; and (buyer's name(s) hereinafter called buyer, hereby agree to purchase the described lot(s) or other unimproved land or appurtenances thereto (the "Property") in (County name) County, (state), on the terms hereinafter stated, to-wit:

Location of Land; Lot #; Block #; Subdivision Name; Additional

Map book _____ Page _____ as recorded in the
 Judge of Probate of _____ County.

ARTICLE 1. THE CONTRACT PRICE

- 1.1. The purchase price of the Property shall be: (\$000,000.00), payable in cash, earnest money and part of the purchase price, and the remainder of the purchase price and earnest money due upon consummation of this sale.
- 1.2. The offer is subject to Buyer obtaining a new conventional loan in the amount of (\$000,000.00) which shall bear interest at the current rate or not to exceed _____% payable over (number of years).
- 1.3. Closing costs shall be paid by (buyer) and shall not exceed (\$0,000.00).
- 1.4. Loan discount points shall be paid by (buyer) and shall not exceed _____%.
- 1.5. Taxes for current year are to be prorated and paid to buyer as of the date of consummation.

ARTICLE 2. REAL ESTATE AGENT

- 2.1. Seller accepts this contract of sale, and agrees to pay to (Listing Agent) Agents, the sales commission (\$0,000.00).
- 2.2. The Selling Broker shall receive, of that amount, (\$0,000.00).

Initialed by: Buyer _____ Seller _____ S. Agent _____ S. Broker _____ L. Agent _____

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- 2.3.** Agency Disclosure: The listing agency (**Listing agency's name**) (unless otherwise noted), and the Agency represents _____ Seller.
- 2.4.** Broker's compensation due and payable at closing per listing agreement.
- 2.5.** Seller and Buyer acknowledge that they have not relied on advice made by any real estate licensees involved in this sale relative, but on the following: (1) the legal or tax consequences of this contract and the sale, purchase of property, (2) the structural condition of this property, (3) construction of property, (4) the operating condition, (5) the size or area of the property, (6) the availability of utilities, sewer service and septic system, (7) the character of the property, (8) the resale value of property, (9) flood zone, (10) school zone, (11) any other factors affecting their willingness to sale or purchase this property on the date of this agreement.
- 2.6.** Seller and Buyer expressly acknowledge that the Broker has not conducted an investigation or determination with respect to the existence of non-hazardous waste, PCB transformers, or other toxic, hazardous or contaminated substances on, or about the Property, or for the presence of underground storage tanks. Investigation or determination shall be the responsibility of Buyer. Buyer is held responsible therefore.

ARTICLE 3. GENERAL PROVISIONS

- 3.1.** The Seller will furnish the Buyer a good and merchantable title and free from any and all encumbrances except ad valorem taxes not yet collected and existing restrictions, easements of record and applicable zoning ordinances **that...**
- 3.2.** Seller agrees to give occupancy to Buyer on **(date)**
- 3.3.** This contract is binding upon all parties concerned, their heirs and assigns.
- 3.4.** Said property is sold subject to any easements, building restrictions, zoning record, and outstanding leases.

Initialed by: Buyer _____ Seller _____ S. Agent _____ S. Broker _____ L. Agent _____

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- 3.5.** Buyer has obligation to determine any and all conditions of the Property prior to the Purchaser's decision to buy the Property, including without limitation, including the presence or absence of sinkholes, mining, buried tanks and other objects; soils condition, utility and sewer condition, and condition. Buyer accepts the Property in its present "as is" condition, unless otherwise stated in this contract or addenda.
- 3.6.** Buyer _____ does _____ does not require a survey by a registered surveyor of Buyer's choosing and at Buyer's expense.

ARTICLE 4. TERMINATION OF THE CONTRACT

- 4.1.** Should the Buyer or Seller fail to carry out this contract, with all of the following options and stipulations shall apply:
- 4.1.1.** If the Buyer or Seller shall default on the contract, the non-defaulting party shall declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach, plus the payment of a reasonable attorney's fee. In the case of a defaulting Buyer, the money herein mentioned shall be applied to the legally assigned proceeds of the Property.
- 4.1.2.** In the event of a default by the Buyer or Seller, the non-defaulting party shall state his intention to comply with the contract and proceed with the contract performance.
- 4.1.3.** In the case of a defaulting Buyer, the Seller may accept, as full payment of the money as shown herein as liquidated damages, and agree to release the Buyer from the Contract.

ARTICLE 5. ACCEPTANCE AND OCCUPANCY

- 5.1.** This transaction shall be closed within (number of days) days, or as soon as merchantable title can be effected. Conveyance is to be made by the Seller, free of all encumbrances except as set out above.
- 5.2.** Closing shall take place on or before _____

Initialed by: Buyer _____ Seller _____ S. Agent _____ S. Broker _____ L. Agent _____

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5.3. This Contract shall expire on _____

5.4. Time is of the essence in this Contract.

WITNESS our hand and seal on this _____ day of _____,

Selling Broker

Selling Agent

Listing Broker

Listing Agent

Seller Signature

Buyer Signature

Initialed by: Buyer ____ Seller ____ S. Agent ____ S. Broker ____ L. A ____

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