



## SAMPLE DOCUMENT

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# REAL ESTATE SALES AGREEMENT

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 property in (county name) County, (state), on the terms hereinafter set forth.

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

## 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 Agreement.
- 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 (number of years) 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 (number of points).
- 1.5. Taxes for current year are to be prorated and paid to buyer as of the date of consummation.

## ARTICLE 2. GENERAL PROVISIONS

- 2.1. The Seller will furnish the Buyer a good and merchantable title and free from any and all encumbrances except ad valorem taxes not yet paid and existing restrictions, easements of record and applicable zoning ordinances for...
- 2.2. Seller agrees to give occupancy to Buyer on (date)
- 2.3. This contract is binding upon all parties concerned, their heirs and assigns.

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Contract  
Project Name

- 2.4. Said property is sold subject to any easements, building restriction record, and outstanding leases.
- 2.5. All electrical, plumbing, heating, water heating, air conditioning (if any) and appliances are to be in good operating condition at the time of inspection. Buyer shall be responsible for inspection of said equipment and systems prior to inspection. If necessary, connection of utilities prior to said inspection.
- 2.6. Buyer \_\_\_\_\_ does \_\_\_\_\_ does not want an Inspection. Said inspection to be completed within 5 working days of contract acceptance at Buyer's expense. Inspection contingent upon inspection showing no major structural defects. If major defects are found, buyer may void this contract and earnest money will be refunded. If not for items addressed in this contract or addenda, this property is to be in good condition.
- 2.7. At closing, Seller shall provide documentation to Buyer from a licensed pest control company stating that a visible inspection of accessible areas of the property that the dwelling is free from active infestation by wood destroying organisms, if any, caused by current infestation.
- 2.8. The Buyer \_\_\_\_\_ does, \_\_\_\_\_ does not choose to have this property inspected for the presence of lead-based paint. Said inspection is to be completed within 5 working days of contract acceptance at Buyer's expense. If test reveals lead-based paint, Buyer may, but is not obligated to, remove paint from property. If seller does not remove paint, Buyer may void sales contract and earnest money will be refunded. Lead-based paint typically does not apply to structures built in 1978 or later.
- 2.9. The Seller shall keep in force sufficient fire, extended coverage and liability insurance on the property, to protect all interests until this sale is closed and until Buyer moves in, whether or not they occupy the property.

### ARTICLE 3. TERMINATION OF THE CONTRACT

- 3.1. Should the Buyer or Seller fail to carry out this contract, with all of the following options and stipulations shall apply:



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Contract
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- 3.1.1. If the Buyer or Seller shall default on the contract, the non-declare the contract is in default and proceed against the recovery of all damages incurred as a result of said breach a reasonable attorney's fee. In the case of a defaulting Buyer money herein mentioned shall be applied to the legally as
3.1.2. In the event of a default by the Buyer or Seller, the non-de state his intention to comply with the contract and proceed performance.
3.1.3. In the case of a defaulting Buyer, the Seller may accept, a money as shown herein as liquidated damages, should ea the expenses to date, the Seller may make claim to the Bu executed and for proven loss with respect to equipment, n construction equipment and machinery, including reasona and damages applicable to the property less the earnest r

ARTICLE 4. ACCEPTANCE AND OCCUPANCY

- 4.1. This transaction shall be closed within (number of days) days, o merchantable title can be effected. Conveyance is to be made by all encumbrances except as set out above.
4.2. Closing shall take place on or before
4.3. This Contract shall expire on
4.4. Time is of the essence in this Contract.

WITNESS our hand and seal on this day of

Signed in the presence of:

Witness

Witness

Seller Signature

Buyer Signature

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## PROJECT ALLOWANCES

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

Between the Owner: **Owner's Name**  
**Address**  
**Phone Number**

And the Contractor: **Contractor's Name**  
**License Number**  
**Address**  
**Phone Number**

For the Project: **Project Name**  
**Address**

0,000 sq.ft. Finished Interior  
000 sq.ft. Finished Basement  
000 sq.ft. Garage  
000 sq.ft. Front Porch  
000 sq.ft. Rear Deck/Patio

0,000 sq.ft. Total

**TOTAL BASE PRICE** \$ 000,000.00  
Lot Price Not Included

### Base Price Includes:

Exterior Finish  
Foundation Type  
Window Types  
Roof Shingles  
Type of Fascia and Soffit  
Specific Rooms Finishes and Mouldings  
Ceiling Heights and Styles  
Other specific items

### Allowances Included:

Irrigation \$ 0,000.00  
Landscaping \$ 0,000.00

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Project Allowances  
Project Name

Site Work	\$ 0,0
Concrete Drives and Walks (0,000 SF)	\$ 0,0
Exterior Doors	\$ 0,0
Exterior Windows	\$ 0,0
Appliances	\$ 0,0
Plumbing Fixtures	\$ 0,0
Electrical Fixtures	\$ 0,0
Kitchen and Bathroom Cabinetry	\$ 0,0
Interior/Exterior Cabinetry	\$ 0,0
Carpet/Vinyl (approx. \$00.00/yd Installed)	\$ 0,0
Ceramic Tile (approx. \$00.00/ft Installed)	\$ 0,0
Fireplace Units (\$0,000.00 each)	\$ 0,0
Fireplace Trim/Mantel (\$000.00 each)	\$ 0,0
Hardwood Floors (dining, foyer & living)	\$ 0,0
Brick Steps	\$ 0,0
Closet Hardware	\$ 0,0
Electronic Garage Door with 2 Remotes	\$ 0,0
Interior/Exterior Door Hardware	\$ 0,0
Mirrors	\$ 0,0
Shower Doors	\$ 0,0
Lumber (to include:)	\$ 0,0
framing (floors, walls, ceilings, stairs and roof)	
fascia and soffit	
plywood decking	
sheathing	
nails and glue	
Additional Allowances	\$ 0,0

**OPTIONAL CONTRACT ADDITIONS:**

Optional Foundation Type	\$ 0,0
Additional Cabinetry	\$ 0,0
Septic Tank	\$ 0,0
Skylights	\$ 0,0
Optional Floor Finishes	\$ 0,0
Additional Concrete Drives and Walks	\$ 0,0
Central Vacuum System	\$ 0,0
Additional Additions	\$ 0,0

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