

**OFFER TO PURCHASE CONTRACT**

The **Buyer & Seller** (identified below) enter into a legal agreement, exchanging valuable consideration for real estate known as:

\_\_\_\_\_ (street #, name) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

The Property Identified above shall be deemed to include the entirety of the land and fixtures located at that address, unless otherwise identified.

**The purchase price offered is** \$ \_\_\_\_\_  
**Nonrefundable deposit (due diligence):** \$ \_\_\_\_\_  
**Earnest Money Deposit (Refundable within due diligence period)** \$ \_\_\_\_\_ (to be held at closing attorney)  
**Balance at closing** \$ \_\_\_\_\_ (subtract two lines above)

This offer is conditional upon the following terms:

1. Said property is to be sold free and clear of all encumbrances, by good and marketable title, with full possession to said property available to Buyer at date of closing. Seller knows of no liens or encumbrances, and has no notification of such (city or HOA liens, etc). Taxes, HOA dues or other items will be pro-rated at closing.
2. This contract is fully integrated. Buyer has right to assign or market this contract, including MLS or Zillow.
3. Subject to inspection by Buyer, with such **due diligence period** ending at 9pm on \_\_\_\_\_. Due diligence is sole remedy of Seller if terminated within applicable period. Property is sold '**as is**' with items existing in house conveyed to seller unless outlined below.
4. Buyer and seller to pay normal closing costs. Any definitions to interpret this document may be drawn from the latest N.C. Real Estate Commission Offer to Purchase then existing.
5. Buyer to close on or before \_\_\_\_\_ at the law firm of Harry Marsh Law (Escrow Agent).
6. Seller to provide Buyer with access to property upon acceptance. If there is a tenant in place, Seller will have to arrange for Buyer's access to the property for Due Diligence. EMD is automatically returned to buyer by Escrow Agent if terminated within due diligence period. This contract is fully assignable by Buyer, through their sole discretion. EMD is sole remedy of Seller if terminated within applicable period.
7. Seller warrants that he is advised by his own, Independent Attorney, CPA and Realtor, and not on the advice of the Buyer, who may be an investor attempting to make profit.
8. Other Terms \_\_\_\_\_
9. Other Info: Is there an HOA? If so, contact information and are you current? \_\_\_\_\_
10. Is seller married or single? Circle one: Married Single
11. Phone number for Seller: \_\_\_\_\_ E-mail for Seller: \_\_\_\_\_

\_\_\_\_\_  
**Buyer Printed Name**

\_\_\_\_\_  
**Buyer Signature** **Date**

\_\_\_\_\_  
**Seller Printed Name**

\_\_\_\_\_  
**Seller Signature** **Date**