

OFFER TO PURCHASE REAL ESTATE

BUYER'S NAME (include middle initial):

SELLER'S NAME (include middle initial):

PROPERTY ADDRESS: _____

The buyer offers the sum of \$ _____

_____ Seller rejects buyer's offer but would accept the sum of \$ _____

_____ Buyer rejects seller's counter offer and offers the sum of \$ _____

_____ The parties agree to a final purchase price of \$ _____

ADDITIONAL TERMS:

1. FINANCING: This Offer is contingent on buyer obtaining a mortgage for _____% of the purchase price with interest not to exceed _____% (if left blank, then prevailing rate) at customary terms and with a firm loan commitment no later than _____ days from the Effective Date of the Contract.

ADDITIONAL FINANCING TERMS/OPTIONS (check if true)

_____ This is a cash transaction with no financing contingency

_____ Buyer attaches hereto a prequalification letter from lender

_____ Buyer attaches hereto a loan commitment letter from lender

2. INSPECTIONS: This Offer is contingent on buyer obtaining a satisfactory home inspection report within _____ days from the Effective Date of the Contract.

ADDITIONAL INSPECTION TERMS (check if true)

_____ Buyer hereby waives this inspection contingency

_____ Buyer does not waive the inspection contingency, but agrees that this is an "as is" sale (seller will not be obligated to pay for any repairs or termite treatment prior to closing)

3. CLOSING COSTS: The parties shall pay those closing costs that a buyer or seller would customarily pay including title insurance.

ADDITIONAL CLOSING COSTS TERMS (check if true)

_____ Buyer shall pay all closing costs

_____ Seller shall pay up to \$ _____ of buyer's closing costs

4. PERSONAL PROPERTY: All of the existing appliances, ceiling fans, light fixtures and window treatments are included except: washer/dryer, _____.

5. CLOSING DATE: The closing shall occur on or before _____, 20____.

6. CLOSING AGENT: Whichever party pays for the owner's title insurance policy (typically the seller) shall choose the closing agent.

7. CONTRACT FOR SALE AND PURCHASE: The parties agree to execute a Contract for Sale and Purchase within three (3) business days of acceptance of this Offer.

ADDITIONAL CONTRACT PREPARATION TERMS:

- _____ Buyer shall obtain and pay for the cost of preparing the Contract
- _____ Seller shall obtain and pay for the cost of preparing the Contract
- _____ The parties shall equally divide the cost of preparing the Contract

8. GOOD FAITH DEPOSIT: Upon the parties executing the Contract, the buyer shall pay a good faith deposit in the amount of \$_____.

ADDITIONAL DEPOSIT TERMS:

- _____ Seller shall hold the deposit
- _____ The closing agent shall hold the deposit

9. This Offer must be signed by and delivered to all parties hereto by 9:00 PM on _____, 20__ or it shall be deemed to be cancelled and thereupon each party shall be relieved of any further obligations.

Seller(s)

Buyer(s)

Dated: _____, 20__

Dated: _____, 20__

Mobile: _____

Mobile: _____

Home: _____

Home: _____

Work: _____

Work: _____

NOTE: This form was created by Attorney Tom Olsen, 2518 Edgewater Dr. in Orlando, FL 32804, (407) 423-5561, tom@tropa.com. It is not intended to provide legal advice or substitute for the advice of an attorney. It is intended to help a buyer and seller agree on the basic terms of buying/selling real estate before they pay an attorney to prepare a Contract for Sale and Purchase. Upon agreeing to the above basic terms, please call my office for a fee quote to prepare the Contract.