

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, hereby agree to sell; and **(buyer's name(s)** hereinafter called buyer, hereby agree to buy; and **(county name)** County, **(state)**, on this _____ day of _____, 20____.

Professional Real Estate Contracts

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

This download includes a sample Real Estate Sales Agreement and optional Project Allowances.

RE01 Real Estate Sales Agreement
CA02 Project Allowances

Updated annually, UDA Agreements are structured in clear, concise terms that allow all parties to fully understand expectations and avoid costly disagreements that can ruin or delay a sale.

Specifically written for residential and light commercial projects, UDA Real Estate Agreements combine the skills of experienced professionals and attorneys to create expert agreements designed to save time, save money and limit liability.

ARTICLE 1. THE CONTRACT PRICE

- 1.1 The purchase price of the Property shall be: **(\$0 money and part of the purchase price, and the remainder money)** due upon consummation of this sale.
- 1.2 The offer is subject to Buyer obtaining a new construction loan **(\$000,000.00)** which shall bear interest at the current rate **of years)**.
- 1.3 Closing costs shall be paid by **(buyer)** and shall
- 1.4 Loan discount points shall be paid by **(buyer)** and
- 1.5 Taxes for current year are to be prorated and paid

ARTICLE 2. GENERAL PROVISIONS

- 2.1 The Seller will furnish the Buyer a good and merchantable title and warranty Deed free from any and all encumbrances except ad valorem taxes, and all other taxes, liens, and claims of record and applicable zoning
- 2.2 Seller agrees to give occupancy
- 2.3 This contract is binding upon all
- 2.4 Said property is sold subject to all outstanding leases.
- 2.5 All electrical, plumbing, heating appliances are to be in good operating condition at the time of inspection of said equipment and systems at the time of said inspection.

General Provisions and Operating Conditions

The "General Provisions" clause defines the requirements for the seller to provide a "merchantable title" to the buyer and allows for defining any other specific limitations on existing restrictions, easements or other conditions.

Operating Condition requirements cover electrical, plumbing, heating and air conditioning systems at the time of closing.

Initialed by: Buyer ____ Seller ____

Contract
Project Name

2.6 Buyer _____ does _____ does not want an Inspection. Said inspection shall be completed within 5 working days of contract acceptance at Buyer's expense. Contract is contingent upon inspection showing no major structural defects. If such defects are found, buyer may void this contract and earnest money will be refunded in full. Except for items addressed in this contract or addenda, this property is being sold in "as is" 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 dwelling indicates that the dwelling is free from active infestation by wood-boring insects and other pests.
infestation.

Optional Inspections

2.8 The Buyer _____ does, _____ does not want a lead-based paint inspection. Said inspection is to be completed at Buyer's expense. If test reveals lead-based paint, Seller shall remove paint from property. If seller chooses not to remove paint, earnest money will be refunded in full. This typically does not apply to properties with lead-based paint.

UDA Real Estate Sales Agreements provide for comprehensive optional inspection services including:

General Operating Conditions
Structural Integrity
Lead Based Paint

2.9 The Seller shall keep in force sufficient insurance to protect all interests until this sale of the property.

ARTICLE 3. TERMINATION OF THE CONTRACT

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

3.1.1 If the Buyer or Seller shall default on the contract, the non-defaulting party may declare the contract is in default and proceed with the contract. The non-defaulting party shall be entitled to the earnest money and any other monies incurred as a result of the contract.
of a defaulting Buyer, _____
ascertained damages.

Industry Leaders

3.1.2 In the event of a default by the Buyer, the Seller shall have the option to either accept the earnest money and release the Buyer from the contract or to require the Buyer to comply with the contract.

UDA clients range from Fortune 100 member Marriott, the world's leading hospitality company, with 21 brands in 60 countries including: Ritz-Carlton, Marriott, Renaissance, Courtyard, Fairfield Inn, Ramada and Residence Inn, to tens of thousands of successful Construction Professionals across North America and 33 countries worldwide.

3.1.3 In the case of a defaulting Buyer, the Seller shall be entitled to the earnest money and any other monies as shown herein as liquidated damages. The Seller may make claim to the Buyer for the cost of the contract, including but not limited to equipment, materials, tools, construction overhead, profit and damages applicable to the contract.

Initialed by: Buyer _____ Seller _____

Contract
Project Name

ARTICLE 4. ACCEPTANCE AND OCCUPANCY

4.1 This transaction shall be closed within **(number of days)** days, or as soon as a merchantable title can be effected. Conveyance is to be made by warranty deed, free of all encumbrances except as set out above.

4.2 Closing shall take place on **Designed to meet your Needs**

4.3 This Contract shall expire on _____

4.4 Time is of the essence in this Contract

WITNESS our hand and seal on this _____

Signed in the presence of:

Witness

Initially released in 1994, UDA Construction Office™ has grown into the industry's most widely used collection of Real Estate, Construction and Project Management Tools for Builders, Remodelers, Developers, Architects, Designers, Homeowners, Light Commercial, CM and Design-Build Professionals.

Seller Signature

Buyer Signature

Initialed by: Buyer _____ Seller _____

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 Area

000 sq.ft. Finished Basement

000 sq.ft. Garage

000 sq.ft. Front Porch

000 sq.ft. Rear Deck or Porch

0,000 sq.ft. Total

TOTAL BASE PRICE

Lot/Property Costs are Not Included

BASE PRICE INCLUDES:

Exterior Finish/Veneers
Foundation Type
Window Brand and Type
Roof Shingle Brand and Type
Type/Material of Fascia
Specific Room Finishes
Ceiling Heights and Styles
Other specific items

Ease of Use & Flexibility

UDA Agreements and forms are designed as a system of integrated documents engineered to provide expert solutions for Professionals in a wide range of fields.

Using UDA Agreements is as simple as 1,2,3.

1. Open the Form using your word processing application
2. Review and Modify the Form to meet your specific needs
3. Print the form directly onto your letterhead

UDA Agreements and forms are provided as Microsoft Word and Works files that can be opened in most word processors and modified to reflect revised, deleted or added text, company logos, personalization, varied fonts, types, styles and sizes.

Questions? Call UDA Customer Assistance
1-800-700-8321 M-F, 9-7 EST
www.udatechnologies.com

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General Conditions
Project Name

ALLOWANCES INCLUDED:

Irrigation	\$ 0,000.00
Landscaping	\$ 0,000.00
Site Work	\$ 0,000.00
Concrete Drives and Walks (0,000 SF)	\$ 0,000.00
Exterior Doors	\$ 0,000.00
Exterior Windows	\$ 0,000.00
Appliances	\$ 0,000.00
Plumbing Fixtures	\$ 0,000.00
Electrical Fixtures	\$ 0,000.00
Kitchen and Bathroom Cabinetry	\$ 0,000.00
Interior/Exterior Cabinetry	\$ 0,000.00
Carpet/Vinyl (approx. \$00.00/yd Installed)	\$ 0,000.00
Ceramic Tile (approx. \$00.00/ft Installed)	\$ 0,000.00
Fireplace Units (\$0,000.00 each)	\$ 0,000.00
Fireplace Trim/Mantel (\$000.00 each)	\$ 0,000.00
Hardwood Floors (list areas)	\$ 0,000.00
Brick Entry Steps	\$ 0,000.00
Closet Hardware	\$ 0,000.00
Electronic Garage Door with 2 Remotes	\$ 0,000.00
Interior/Exterior Door Hardware	\$ 0,000.00
Mirrors	\$ 0,000.00
Shower Doors	

Lumber (to include:
framing (flo
fascia and soffit
plywood decking
sheathing
nails and glue

Additional Allowances

Optional Project Allowances

These optional Project Allowances can be included with a sales contract to fully define in financial terms, any improvements or other changes to the property. For example, if the contract stated that the seller would provide new carpets, etc. these optional Project Allowances can be included as an attachment to the sales agreement.

OPTIONAL CONTRACT ADDI

Optional Foundation Type	\$ 0,000.00
Additional Cabinetry	\$ 0,000.00
Septic Tank	\$ 0,000.00
Skylights	\$ 0,000.00
Optional Floor Finishes	\$ 0,000.00
Additional Concrete Drives and Walks	\$ 0,000.00
Central Vacuum System	\$ 0,000.00
Security System	\$ 0,000.00
Additional Additions	\$ 0,000.00

Initialed by: Owner _____ Contractor _____