

## Sample “Offer to Purchase”

Below is a sample offer document, so you can get an idea of what’s involved.

**NOTE:** I am not a lawyer. You **MUST** check with a real estate attorney in your state to make sure both your offer documents and your other real estate activities meet your state’s rules!

If you’d like more information on a complete system for buying your very first property and cashing your very first fat profit check, you can go to [MarketCycleMastery.com](http://MarketCycleMastery.com) and type in the keyword “single-family”, or simply call my office at 781-878-7114.

--Dave Lindahl

## OFFER TO PURCHASE REAL ESTATE

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The property herein referred to is identified as follows: The land and buildings situated on and together with a lot of land containing \_\_\_\_\_ Square Feet, more or less, located at \_\_\_\_\_ and further described in the \_\_\_\_\_ County Registry of Deeds Book \_\_\_\_\_ Page \_\_\_\_\_.

I hereby offer to buy said property, which has been offered to me by \_\_\_\_\_, under the following terms and conditions: CHECK ONE \_\_\_\_\_ Check, subject to collection \_\_\_\_\_ Cash

1. I will pay therefore exactly \$ \_\_\_\_\_ of which
  - (a) \$.....is paid herewith as a deposit to bind this offer
  - (b) \$.....is to be paid at time of delivery of the Deed in cash, or certified, cashiers, treasurers, or bank check, or seller held note.
  - (c) \$.....
  - (d) \$.....Total Purchase Price Exactly
2. This offer is good until \_\_\_\_\_ AM/PM on \_\_\_\_\_, \_\_\_\_\_, at or before which time a copy hereof shall be signed by you, the Seller and your spouse, signifying acceptance of this Offer, and returned to me forthwith; otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to me forthwith.
3. The parties hereto shall, on or before \_\_\_\_\_ AM/PM on \_\_\_\_\_, \_\_\_\_\_ execute the Standard Purchase and Sale Agreement which, when executed, shall be the agreement between the parties thereto.
4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered by 12:00 Noon on \_\_\_\_\_, \_\_\_\_\_, at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. Time is of the essence hereof.
6. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SIGNED

WITNESS my hand and seal

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

This offer is hereby accepted upon the foregoing terms and conditions and the receipt of the deposit of \$ \_\_\_\_\_ is hereby acknowledged at \_\_\_\_\_ AM/PM on \_\_\_\_\_, \_\_\_\_\_.  
WITNESS my hand and seal

\_\_\_\_\_  
SELLER (of Spouse)

\_\_\_\_\_  
SELLER

## ADDENDUM "A" TO OFFER

**DATE:**

**SELLER:**     **Owner of Record**

**BUYER:**

**PROPERTY:**

This **ADDENDUM TO OFFER/PURCHASE and SALE AGREEMENT** is made a part of and incorporated into same.

1) The **BUYER** may at the **BUYER'S** own expense and within ten (10) days from the date of the acceptance of this Offer, have the property professionally inspected for any or all of the following:

- 1) Home Inspection (Structural, electrical, mechanical, general condition)
- 2) Termite, Wood-boring insects, Pest Inspection
- 3) On-Site Sewer Disposal Inspection
- 4) Lead Paint Inspection
- 5) Radon Gas Inspection
- 6) Asbestos Inspection
- 7) Urea Formaldehyde Foam Insulation (UFFI) Inspection
- 8) Chlordane Inspection
- 9) Hazardous Materials, Groundwater and Soil Test Inspection (may require longer than 10 days to successfully complete)
- 10) Well Test Inspection (water quality and quantity)
- 11) Other

Should any of the above-listed inspections reveal the existence of unsatisfactory or hazardous conditions in the property, then the **BUYER** shall send written notice of same to the **BROKER** and **SELLER** on or before \_\_\_\_\_ by certified mail, return receipt requested, facsimile or by hand delivery to the **SELLER** and the **BROKER** with a copy of the inspection findings to be provided to the **SELLER** and the Broker within seven (7) days following notification. Upon receipt of the written notification and a copy of the inspection findings by the **SELLER**, this Offer/Purchase and Sale Agreement shall become NULL AND VOID immediately, and upon the issuance of mutually agreeable instructions by **BUYERS** and **SELLERS** and upon the signing of a Release by all parties, then all deposits made hereunder shall forthwith be refunded to the **BUYER**, and all parties to this Offer/Purchase and Sale Agreement shall be released from all liability.

- 2) **FLOOD HAZARD INSURANCE** - If the property is determined to be in a flood hazard zone, a lender may require flood hazard insurance before it will grant a mortgage. Providing such insurance is the sole responsibility of the **BUYER**.
- 3) **AGENCY DISCLOSURE NOTICE** - All brokers/salespersons represent the **SELLER**, *not the BUYER*, in the marketing, negotiating and sale of property, unless otherwise disclosed. However, the

broker or salesperson has an ethical and legal obligation to show honesty and fairness to the **BUYER** in all transactions.

- 4) **LEGAL COUNSEL** - **BUYER** and **SELLER** acknowledge that they have each been advised of the importance of seeking legal advice prior to signing the Purchase and Sale Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing the Purchase and Sale Agreement.
- 5) **ESCROW FUNDS** - All deposits made hereunder shall be held in Escrow by: \_\_\_\_\_ as Escrow agent, in their non-interest bearing account, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the Escrow agent may retain all deposits made under this agreement pending instructions mutually given by the **SELLER** and **BUYER**.
- 6) The **BROKER(s)** named herein, and their agents, make no representations, guarantees, or warranties (express or implied) concerning the condition of the premises, or the boundaries of said premises except as herein stated notwithstanding any other terms of the agreement, this paragraph will survive delivery of this agreement.
- 7) **MORTGAGE CONTINGENCY CLAUSE** - In order to help finance the acquisition of said premises, the **BUYER** shall apply for a conventional bank or other institutional mortgage loan of \$\_\_\_\_\_ at prevailing rates terms and conditions. If despite the **BUYER's** diligent efforts a commitment for such a loan cannot be obtained on or before \_\_\_\_\_ the **BUYER** may terminate this agreement by written notice to the **SELLER** and/or the Broker(s), as agent(s) for the **SELLER**, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligation of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the **BUYER** be deemed to have used diligent efforts to obtain such commitment unless the **BUYER** submits a complete mortgage loan application conforming to the foregoing provisions on or before \_\_\_\_\_.

WE, the undersigned, have read and understood all of the above provisions.

(Seller) \_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

(Seller) \_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

(Buyer) \_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

(Buyer) \_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date