

**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.