

FSBO PURCHASE AGREEMENT

This For Sale By Owner (FSBO) Residential Purchase Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [BUYER NAME], a Individual with an address of [BUYER S ADDRESS] ("Buyer"), and [SELLER NAME], a Individual with an address of [SELLER S ADDRESS] ("Seller").

1. FSBO Acknowledgment

The Parties acknowledge that this is a **For Sale By Owner (FSBO)** transaction. Neither Party is represented by a licensed real estate broker or agent. Each Party has been advised of the right to obtain independent legal counsel and/or broker representation and has elected to proceed without such representation. No broker commission is owed by either Party on account of this Agreement.

2. Consumer Protection Notice — Proceeding Without Professional Representation

Because no real estate broker is facilitating this transaction, the Parties are each strongly encouraged to:

- Retain an attorney licensed in [STATE] to review this Agreement and the closing documents;
- Use a licensed escrow agent, title company, or (in attorney-closing states) a closing attorney to hold earnest money, order title insurance, and conduct closing;
- Obtain an independent appraisal and a professional home inspection;
- Confirm that all statutorily required state and federal disclosures (including lead-paint, state seller disclosure forms, and HOA documents) have been exchanged before the expiration of the inspection/review period; and
- Verify that the deed form conveys marketable title (e.g., General Warranty Deed or Grant Deed) and is recorded promptly after closing.

3. Property

Seller agrees to sell, and Buyer agrees to purchase, the following residential real property (the "Property"):

- **Address:** [PROPERTY ADDRESS]
- **Legal description and APN:** [LEGAL DESCRIPTION AND APN PARCEL NUMBER]
- **Year built:** [YEAR BUILT]
- **Property type:** Single Family

4. Purchase Price and Earnest Money

Total Purchase Price: ***** ().

- **Earnest money:** \$0.00 within 5 days after the Effective Date, delivered to the licensed escrow or title company (the "Escrow Agent"). The Parties are strongly advised to use a licensed escrow holder and not to allow the Seller to hold earnest money directly.
- **Conventional loan:** \$0.00.

5. Closing and Possession

Closing shall occur on or before *****. Possession transfers to Buyer at closing unless otherwise agreed.

Closing costs: Per custom of [STATE].

Title. Seller shall convey by General Warranty Deed (or equivalent in [STATE]) and deliver an owner's title insurance policy. Buyer is strongly advised to obtain owner's title insurance even if not financing.

6. Contingencies

Financing contingency: 30 days. **Appraisal contingency:** 21 days. **Title review:** 15 days after delivery of title commitment.

Inspection contingency. Buyer shall have ten (10) days from the Effective Date (or such other period as separately agreed) to conduct inspections and terminate for any reason discovered in inspection, recovering earnest money in full.

7. Seller Disclosures

Seller acknowledges that, notwithstanding the absence of broker involvement, Seller remains legally obligated to deliver all seller-disclosure statements required by [STATE] and federal law, including (where applicable) the federal Lead-Based Paint Disclosure for properties built before 1978, state-mandated property-condition disclosures, and any HOA/condo disclosure documents. Seller's FSBO status does **not** reduce or waive these statutory obligations.

8. Fair Housing

This Agreement and sale are subject to the federal Fair Housing Act (42 U.S.C. §3601 et seq.) and analogous state and local laws, which prohibit discrimination based on race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, or disability.

9. Risk of Loss; Default; Dispute Resolution

Risk of loss remains with Seller until closing.

Buyer default: Seller retains earnest money as liquidated damages. **Seller default:** Buyer may terminate and recover earnest money, seek specific performance, or pursue other remedies.

Mediation then arbitration in [VENUE CITY], [STATE].

Prevailing Party recovers attorney's fees.

10. General Provisions

Governing Law: [STATE]. **Entire Agreement; Counterparts; Electronic Signatures** under ESIGN/UETA. **Severability; Time is of the essence.**

11. Signatures

Buyer

PRINTED NAME

SIGNATURE

DATE

Seller

PRINTED NAME

SIGNATURE

DATE