

**AGREEMENT TO BUY AND SELL  
COMMERCIAL REAL ESTATE – SHORT FORM**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_ hereinafter called the Seller, and \_\_\_\_\_ hereinafter called the Buyer.

**WITNESSETH:** That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), considered to be earnest money and to be applied as part of the cash portion of the purchase price, the balance of which will be paid as follows:

\_\_\_\_\_ making total purchase price \_\_\_\_\_ Dollars (\$\_\_\_\_\_),

and the conditions and terms herein set forth, the Seller agrees to sell and Buyer agrees to buy the following described property:

\_\_\_\_\_ Closing shall take place on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ or as entered in writing by mutual agreement.

Special Provisions and Contingencies:

\_\_\_\_\_  
\_\_\_\_\_  
Upon tender of a General Warranty deed conveying fee simple title to the property to Buyer, with all stamps affixed thereto, free and clear of all liens, encumbrances, reservations, restrictions, and other than normal easements which do not unreasonably interfere with the Buyer's intended use of the property, at the time provided above, the Buyer agrees to comply fully with the terms of this Agreement within the stipulated time. Upon failure of the Buyer to comply with the terms of this Agreement within the stipulated time, the Seller and \_\_\_\_\_ to have the right to retain the amount this day paid, said amount to be divided equally between Seller and \_\_\_\_\_, and to enforce the performance of this Agreement according to law. Upon failure of Seller to comply with the terms of this Agreement within the stipulated time, the Buyer may demand the return of its earnest money and Seller shall reimburse Buyer for its reasonable expenses of title examination and cancel this Agreement or enforce the performance hereof according to law. This sale includes all personal property attached to the property, fixtures,

and equipment therein, except such items as may belong to a tenant. The earnest money paid under this Agreement shall be held by \_\_\_\_\_ as Trustee, and settlement and all payments under this Agreement shall be made through said \_\_\_\_\_ . \_\_\_\_\_ does not guarantee payment of check or checks accepted as earnest money. All taxes, rents, water rents, paving assessments, and interest to be pro-rated to date of completion of this sale; hazard insurance to be pro-rated or cancelled at the option of Buyer. The Seller herein agrees to pay all real estate fees or commissions. This Agreement is binding upon ourselves, our heirs, executors, administrators, successors, or assigns. It is understood that this written Agreement constitutes the entire contract between the parties hereto. Witness our Hands and Seals in triplicate the day and year first above written.

**In the presence of:**

**SELLER:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

**In the presence of:**

**BUYER:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_