

Intent to Purchase Real Estate

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INTENT TO PURCHASE REAL ESTATE

This Intent to Purchase Real Estate ("Letter of Intent" or "LOI") is made as of [EFFECTIVE DATE], by and between [BUYER NAME], with a mailing address of [BUYER ADDRESS] ("Buyer"), and [SELLER NAME], with a mailing address of [SELLER ADDRESS] ("Seller"). Buyer and Seller may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- 1. Seller owns or controls certain real property commonly known as [PROPERTY ADDRESS], including all improvements thereon and appurtenant rights (the "Property").**
- 2. Buyer is interested in acquiring the Property and Seller is willing to negotiate a sale of the Property on the terms and conditions set forth in this LOI.**

TERMS OF INTENT

- 1. Property.** The Property that is the subject of this LOI is described as: [DETAILED PROPERTY DESCRIPTION OR PARCEL NUMBER].
- 2. Purchase Price.** The proposed purchase price for the Property is [PURCHASE PRICE] ("Purchase Price"). The Purchase Price is payable as follows:
 - a. Earnest Money Deposit:** Buyer shall deliver earnest money in the amount of [EARNEST MONEY AMOUNT] to [ESCROW AGENT OR TITLE COMPANY] within [EARNEST MONEY DEADLINE] days after execution of this LOI or within [EARNEST MONEY DAYS] days after delivery of an executed Purchase and Sale Agreement, as applicable.
 - b. Balance at Closing:** The balance of the Purchase Price shall be paid by wire transfer or certified funds at Closing, subject to adjustments and prorations as set forth in a definitive Purchase and Sale Agreement.
- 3. Closing.** The anticipated closing date shall be on or before [CLOSING DATE], unless extended by mutual written agreement of the Parties ("Closing"). Closing shall occur at [CLOSING LOCATION] or at such other location as the Parties may mutually agree.
- 4. Due Diligence; Inspections.**
 - a. Due Diligence Period:** Buyer shall have [DUE DILIGENCE PERIOD] days from the Effective Date to conduct inspections, tests, and investigations of the Property to Buyer's satisfaction, including but not limited to physical inspections, environmental assessments, title review, survey, zoning and use review, and financial feasibility (the "Due Diligence Period").
 - b. Access:** Seller shall provide Buyer and its agents reasonable access to the Property during the Due Diligence Period upon [NOTICE REQUIREMENTS, E.G., 24-HOUR NOTICE], and Seller shall reasonably cooperate with Buyer's inspections.
 - c. Contingency:** Buyer's obligation to proceed to Closing shall be contingent upon Buyer's satisfaction, in Buyer's sole judgment (unless otherwise specified), with the results of Buyer's due diligence investigations, including the availability of satisfactory financing as set forth below.
- 5. Title and Survey.**
 - a. Title Commitment:** Seller shall deliver or cause to be delivered to Buyer a copy of the current title commitment and copies of all recorded documents relating to the Property within [TITLE DELIVERY DAYS] days of the Effective Date.

- b. Title Objections: Buyer shall have [TITLE OBJECTION PERIOD] days after receipt of the title commitment to deliver written objections to title matters ("Title Objections"). Seller shall have [SELLER CURE PERIOD] days to cure or reasonably attempt to cure Title Objections prior to Closing.
- c. Survey: If a survey is required by Buyer, Buyer shall obtain and pay for such survey, and any survey exceptions will be reviewed in accordance with the Title Objections provisions.

6. Financing Contingency. Buyer's obligation to close is subject to obtaining financing on terms acceptable to Buyer, as follows:

- a. Loan Terms: Buyer shall seek to obtain financing up to [LOAN AMOUNT OR PERCENTAGE] with customary terms for loans of this type, including a term of [LOAN TERM], amortization of [AMORTIZATION], and an interest rate not to exceed [MAX INTEREST RATE] (the "Financing Contingency").
- b. Commitment Deadline: Buyer shall have until [FINANCING COMMITMENT DEADLINE] to obtain a written loan commitment from a lender. If Buyer does not obtain such commitment by that date, Buyer may terminate the transaction and receive a refund of the earnest money, except as otherwise provided in this LOI or the definitive Purchase and Sale Agreement.

7. Environmental Matters. Buyer may, at Buyer's expense, conduct environmental assessments of the Property, including Phase I and, if necessary, Phase II environmental site assessments. If environmental conditions materially adverse to the intended use are discovered, Buyer may terminate or negotiate remediation terms with Seller.

8. Prorations and Closing Costs. Property taxes, assessments, rents, utilities, homeowner association dues (if any), and other customary items shall be prorated as of the Closing date. Unless otherwise agreed in the definitive agreement, customary closing costs shall be allocated as follows: [ALLOCATE COSTS BETWEEN BUYER AND SELLER, E.G., TITLE COSTS, TRANSFER TAXES, RECORDING FEES].

9. Representations and Warranties. Seller will provide customary representations and warranties in the definitive Purchase and Sale Agreement, which may include:

- a. Seller's authority to sell the Property and clear title to the Property;
 - b. Absence of undisclosed leases, encumbrances, or litigation affecting the Property;
 - c. Compliance with laws and absence of material violations;
 - d. No material environmental conditions known to Seller, except as disclosed in writing.
- Buyer will provide customary representations and warranties regarding Buyer's authority to purchase and solvency to close.

10. Confidentiality. The Parties shall keep confidential all non-public information exchanged in connection with the negotiation and due diligence of the transaction, except as required by law or to the extent disclosure is necessary to obtain financing or to counsel and advisors who are bound by confidentiality. The confidentiality obligation shall survive termination of this LOI for [CONFIDENTIALITY PERIOD] years.

11. Exclusivity. For a period of [EXCLUSIVITY PERIOD] days from the Effective Date, Seller shall not solicit, entertain, or accept any offers from other parties to purchase the Property or negotiate with other prospective purchasers regarding the sale of the Property. In the event Seller breaches this exclusivity, Buyer may terminate this LOI and seek any available remedies.

12. Brokers. The Parties represent that they have not engaged any broker or agent except [BROKER NAME], who shall be paid a commission as follows: [BROKER FEE

TERMS]. Each Party agrees to indemnify the other for any commissions for which such Party is responsible.

13. Non-Binding Nature; Exceptions. This LOI is intended to summarize the principal terms for the proposed transaction and, except for the provisions identified in this Section, is non-binding and does not create any legally enforceable obligation on either Party to consummate the transaction. The Parties acknowledge and agree that:

- a. Binding Provisions: The provisions regarding Confidentiality, Exclusivity, Brokers (to the extent of payment obligations acknowledged here), and Governing Law and Dispute Resolution (Sections 10, 11, 12, and 16) are intended to be legally binding obligations of the Parties.
- b. Non-Binding Provisions: Except as expressly set forth as binding, the remaining provisions of this LOI are non-binding and are subject to the negotiation, execution, and delivery of a mutually acceptable definitive Purchase and Sale Agreement containing additional customary terms, conditions, and representations.

14. Termination. This LOI shall terminate upon the earliest of: (a) mutual written agreement of the Parties to terminate; (b) execution of a definitive Purchase and Sale Agreement by the Parties; (c) expiration of the Exclusivity Period without execution of a definitive Purchase and Sale Agreement; or (d) [OTHER TERMINATION EVENTS]. Termination of this LOI does not relieve either Party of any binding obligations that survived termination.

15. Default and Remedies. If a Party breaches any provision of this LOI that is expressly stated to be binding, the non-breaching Party may pursue all available legal and equitable remedies. The Parties acknowledge that monetary damages may be inadequate and that injunctive relief may be appropriate.

16. Governing Law and Dispute Resolution. This LOI shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflict of laws principles. Any dispute arising out of or related to the binding provisions of this LOI shall be resolved as follows: [NEGOTIATION PERIOD FOLLOWED BY MEDIATION/ ARBITRATION/COURT LITIGATION - SPECIFY CHOICE]. Venue for any court proceeding shall be [COUNTY], [STATE].

17. Notices. All notices, requests, consents, and other communications required or permitted under this LOI shall be in writing and shall be delivered to the Parties at the following addresses (or such other address as a Party may designate in writing):

If to Buyer: [BUYER NAME]

[BUYER ADDRESS]

Attn: [BUYER CONTACT]

If to Seller: [SELLER NAME]

[SELLER ADDRESS]

Attn: [SELLER CONTACT]

Notices shall be effective upon delivery if delivered personally, by reputable overnight courier, or by confirmed email followed by mailed copy; if mailed via certified mail, notices shall be effective three (3) business days after deposit.

18. Assignment. Neither Party may assign its rights or obligations under this LOI without the prior written consent of the other Party, except that Buyer may, with notice to Seller, assign its rights to an affiliate or special purpose entity controlled by Buyer, provided such assignee assumes Buyer's obligations.

19. Entire Agreement; Amendments. This LOI constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior drafts, proposals, negotiations, and agreements. This LOI may be amended or modified only by a written instrument signed by both Parties.

20. Counterparts; Electronic Signatures. This LOI may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic transmission (e.g., PDF) shall be effective as originals.

21. Interpretation. Headings in this LOI are for convenience only and shall not affect interpretation. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation".

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Intent to Purchase Real Estate as of the Effective Date.

BUYER:

[BUYER NAME]

By: _____

Name: [BUYER SIGNATORY NAME]

Title: [BUYER SIGNATORY TITLE]

Date: [BUYER SIGNATURE DATE]

SELLER:

[SELLER NAME]

By: _____

Name: [SELLER SIGNATORY NAME]

Title: [SELLER SIGNATORY TITLE]

Date: [SELLER SIGNATURE DATE]

ACKNOWLEDGEMENT (IF APPLICABLE)

State of [STATE]

County of [COUNTY]

On this [NOTARY DATE], before me, [NOTARY NAME], personally appeared [BUYER SIGNATORY NAME] and [SELLER SIGNATORY NAME], known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public

My Commission Expires: [NOTARY COMMISSION EXPIRATION DATE]

[ADDITIONAL ATTACHMENTS AND EXHIBITS]

Exhibit A: Legal Description of the Property

Exhibit B: Form of Purchase and Sale Agreement (optional)

Exhibit C: Form of Escrow Instructions (optional)

[END OF DOCUMENT]

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