# **Wholesale Real Estate Contract Sample**

THIS WHOLESALE REAL ESTATE CONTRACT ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_**, 20**, by and between the following parties:

**Buyer (Name and Address):** [Insert Name and Address]

**Seller (Name and Address):** [Insert Name and Address]

**Wholesaler (Name and Address) (if applicable):** [Insert Name and Address]

This Agreement outlines the terms and conditions under which the property described below will be purchased, sold, and/or assigned. This legal agreement is binding upon execution by all parties involved.

## **1. Property Details**

The property subject to this Agreement (the "Property") is described as follows:

* **Legal Description (as per property deed)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Street Address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Current Property Owner**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above information shall serve as a clear identification of the property to ensure a thorough understanding of the Agreement.

## **2. Purchase Price**

The purchase price for the Property shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Purchase Price").

**Earnest Money Deposit** The Buyer agrees to deposit $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Earnest Money within \_\_\_ business days of signing this Agreement. The Earnest Money will be held with the designated Title Company.

**Refund of Earnest Money** Earnest Money is refundable under the following conditions (if applicable):

* Buyer notifies termination as per inspection or financing contingency (see Section 7).
* Seller fails to meet conditions of the sale.

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## **3. Assignment Clause**

**Wholesaler Rights** The Wholesaler named above has the right to assign this Agreement to a new buyer ("Assignee") under the following terms:

* The Wholesaler may assign this Agreement to another party by executing an Assignment Agreement.
* The Wholesaler is entitled to an Assignment Fee of $\_\_\_\_\_\_\_\_\_\_\_\_, to be paid at closing.

The Buyer acknowledges and agrees that the Assignment Fee may be retained by the Wholesaler upon execution of this transaction.

## **4. Closing Details**

**Closing Date** The transaction shall close on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Closing Costs**

* Buyer shall pay for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [e.g., title insurance, escrow fees]
* Seller will cover \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [e.g., prorated taxes]

**Title Company Role** The Title Company, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, will ensure a seamless transfer of property rights and verify a legally binding contract.

## **5. Property Rights**

Upon execution and closing, the transfer of all property rights from the Seller to the Buyer will occur. This includes all \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [e.g., mineral rights, fixtures, etc.].

## **6. Legal Compliance**

This sale agreement complies with all local laws and is a legally binding document. Parties are encouraged to consult a real estate attorney or licensed real estate agent to review this Agreement.

## **7. Conditions and Contingencies**

This Agreement is conditioned upon the following:

* **Inspection Contingency** Buyer reserves the right to inspect the Property and cancel the Agreement if damages, repairs, or unforeseen circumstances arise.
* **Financing Contingency** Buyer’s obligation to purchase is contingent upon securing financing.
* **Wholesale Process Contingency** Both the Buyer and Seller acknowledge that this is a wholesale real estate contract and understand its nature.

Failure to meet these conditions will result in termination, and the Earnest Money shall be refunded as specified above.

## **8. Disclosure of Wholesale Transaction**

This is a real estate wholesale transaction as defined by Act 52. The Seller acknowledges the following.

* They have the right to obtain an appraisal of the Property.
* They may consult with a real estate attorney or professional not affiliated with the Wholesaler.
* They have a right to cancel this Agreement within 30 days of execution or transfer of property.
* Notification of cancellation must occur via certified mail or equivalent delivery method.

## **9. Refund Policy**

Any payments made by the Seller must be refunded within 10 business days upon cancellation of this Agreement.

## **10. Licensing Compliance**

The Wholesaler confirms they are licensed under the Real Estate Licensing and Registration Act (RELRA), ensuring compliance with all applicable laws. Failure to maintain this compliance may result in penalties.

## **11. Additional Terms**

* If the Wholesaler assigns the contract at a higher price, the additional profit remains with the Wholesaler unless otherwise agreed.
* If applicable, [Lease Agreement details]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## **12. Penalties for Non-Compliance**

Contracts lacking required disclosures as noted herein may be cancelled at any time before property conveyance.

## **13. Signatures**

By signing below, all parties agree to the terms of this real estate wholesale contract. This Agreement is legally binding upon execution.

**Buyer Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 **Seller Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 **Wholesaler Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **Disclaimer**

This real estate contract template is for informational purposes only and does not constitute legal advice. Parties are advised to consult a licensed real estate attorney to review this Agreement and ensure compliance with local laws and regulations.