

Home Purchase Agreement Form

This **home purchase agreement form** sample includes a detailed earnest money clause to protect both buyer and seller during the transaction. It outlines the terms for deposit handling and conditions under which the earnest money may be refunded or forfeited. Using this template ensures clarity and security in real estate agreements.

1. Parties

Seller(s):	_____
Buyer(s):	_____

2. Property Information

Address:	_____
Legal Description:	(Attach as Exhibit A or describe here)

3. Purchase Price

Total Price:	\$ _____
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4. Earnest Money Clause

Earnest Money Deposit: Buyer shall deliver, within three (3) business days after mutual execution of this Agreement, an earnest money deposit of \$ _____ to [Escrow Agent/Title Company]. The earnest money shall be held in trust pending the completion or termination of this Agreement.

- If Buyer completes the purchase, the earnest money shall be applied toward the purchase price at closing.
- If Buyer cancels this Agreement under a valid contingency, or if Seller defaults, the earnest money shall be refunded to Buyer.
- If Buyer defaults without legal justification, the earnest money may be forfeited to Seller as liquidated damages.
- Release of earnest money requires the written agreement of both parties or pursuant to a final order of a court of competent jurisdiction.

5. Closing & Possession

Closing shall occur on or before: _____
Possession to be delivered to Buyer on: _____ (unless otherwise agreed in writing).

6. Signatures

Seller Signature:	_____ Date: _____
Buyer Signature:	_____ Date: _____

This sample form is for informational purposes only and should be reviewed by legal counsel before use in any transaction.