

MEMORANDUM OF TERMS



Property Address _____

Date of Agreement _____ **MLS #** _____

Seller Name _____ **Home Phone** _____

Seller Address _____ **Cell Phone** _____

Email _____ **Fax** _____

Buyer's Name _____ **Home Phone** _____

Buyer's Address _____ **Cell Phone** _____

Email _____ **Fax** _____

Total Purchase Price _____ payable: 1% herewith, ____% on signing of contract & balance at closing of title.

Other: _____

All deposit sums are to be held by _____ in escrow, unless otherwise agreed in writing by the parties. In the event that no Purchase and Sale Agreement has been fully executed by the parties within ____ days of this Memorandum of Terms, all monies paid shall be returned to the buyer. **Closing Date:** _____

Contract Contingencies:

No Mortgage Contingency

Mortgage Contingency: ____% of purchase price at prevailing rates and customary terms by: _____

Other _____

Building Inspection Contingency to be completed by _____, including: Physical Termite Septic Well Oil Tank Radon Lead Paint Mold Other: _____

Other Contract Contingencies: _____

List of Items to be **INCLUDED**: All items included in the listing; plus the following additional items: _____

List of items to be **EXCLUDED**: _____

Seller's Attorney _____ **Phone** _____ **Fax** _____

Address _____ **Email** _____

Buyer's Attorney _____ **Phone** _____ **Fax** _____

Address _____ **Email** _____

Listing Agent _____ **Agency** _____ **Office** _____

Address _____ **Cell** _____

Email _____ **Fax** _____

Selling Agent _____ **Agency** _____ **Office** _____

Address _____ **Cell** _____

Email _____ **Fax** _____

THE PURCHASE AND SALE TRANSACTION DESCRIBED IN THIS MEMORANDUM OF TERMS IS SUBJECT TO SELLER AND BUYER ENTERING INTO A MUTUALLY SATISFACTORY CONTRACT.

Seller(s): _____ **Buyer(s):** _____ **Date:** _____