

***[DISCLAIMER: This list of questions and/or considerations is intended and designed to be informational but not exhaustive. You should consult with professionals familiar with the rules, laws, and practices applicable to the specific market in which you transact business.]***

## **Buyer's Checklist**

1. Ensure proper names of both Buyer and Seller and Date the Contract or Offer, as the case may be.
2. Date and amount of Earnest Money deposit. Specify to be held by neutral 3rd party or trust fund. Options available for recovery of funds should seller default, and any terms of cancellation. Never let the seller hold the earnest money.
3. Total purchase price, including down payment and financing.
4. Full legal description and street address of the property and type of deed and condition of title you will accept.
5. Lawyers, brokers, and others involved in the sale, as well as the terms and conditions of their compensation.
6. What actions seller must take to deliver a good title by settlement and recourse if this does not occur.
7. Place, date and time of Closing, and possession date and time.
8. Name of attorney or Title Company that will perform settlement services.
9. Method and time of response before Offer is withdrawn (if applicable).
10. Due Diligence items and time period to complete, i.e. property disclosures, appraisal, survey, inspection, etc. Buyer's want to have as many due diligence and contingency items as possible.
11. Specify if 1031 exchange is necessary and require Seller's cooperation.
12. Closing costs. Specify type of title insurance policy desired and party to pay for it. Owner's policy is typically paid for by the seller. Loan policy is paid for by the buyer. Seller pays pro-rated taxes and half of closings. Buyer pays half of closing costs.
13. Specify how taxes and applicable property fees are prorated to date of possession. Seller usually should pay taxes for year up until time of sale.
14. Set forth any Contingencies, such as loans and their terms, sale of residence, 1031 exchange, inspection of the property, etc. Make sure in your contingency that you can not only get out of the contract, but that you can also get your earnest money refunded.
15. Require the Pass of environmental tests – such as radon, lead paint, asbestos, mold, etc.
16. Require the Pass of termite inspection.
17. Is a Home warranty plan included in sale and its terms.
18. Specify which personal property is included if applicable. This is transferred by a bill of sale as opposed to a deed.
19. Dispute settlement options.
20. Signatures by proper parties.

**Beyond negotiating price, the BUYERS GOALS are to 1) tie up property and 2) have flexibility to back out without penalty.**