



West Virginia Residential Purchase and Sale Agreement

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WEST VIRGINIA RESIDENTIAL PURCHASE AGREEMENT

I. **THE PARTIES.** This West Virginia Real Estate Purchase Agreement ("Agreement") made on _____, 20_____, ("Effective Date") between:
Buyer: _____, with a mailing address _____ ("Buyer"), who agrees to buy, and:
Seller: _____, with a mailing address _____ ("Seller"), who agrees to sell and convey real and personal property as described in Sections II & III.
Buyer and Seller are each referred to herein as a "Party" and, collectively, as the "Parties."

II. **LEGAL DESCRIPTION.** The real property is a: (check one)
 - Single-Family Home
 - Condominium
 - Planned Unit Development (PUD)
 - Duplex
 - Triplex
 - Fourplex
 - Other: _____
Street Address: _____
Tax Parcel Information: _____
Other Description: _____

III. **PERSONAL PROPERTY.** In addition to the real property described in Section II, the Seller shall include the following personal property:


The described real property in Section II and personal property in Section III shall be collectively known as the "Property."

IV. **EARNEST MONEY.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$_____ as consideration by _____, 20_____, at _____ AM PM ("Earnest

 Buyer's Initials _____ Seller's Initials _____

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A **West Virginia residential purchase and sale agreement** is a legal document used by a potential buyer when making an offer to purchase a residence. In the contract, the buyer will indicate the proposed purchase amount along with the conditions the seller must fulfill in order to complete the transaction. There will be a specific time period in which the buyer's offer is valid. During this period, the seller has the option of accepting the terms or resuming the negotiation process by submitting a counter-offer. The agreement will become legal once both parties consent to a final sale price and the various other provisions established in the contract.

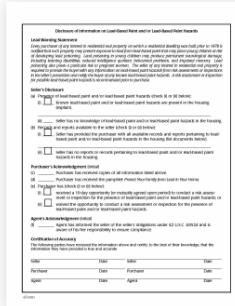
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Buyer Beware

West Virginia is a “caveat emptor” state which means that sellers are not obligated to disclose material defects to potential buyers. Consequently, the buyer will be responsible for investigating the condition of the property prior to the purchase. West Virginia law does mention, however, that a licensed real estate agent may not mislead or lie to the buyer in order to influence the sale. ([§ 30-40-19](#))

Disclosures (2)

A scanned document titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards". It contains a "Lead Warning" section, a "Seller's Acknowledgment and Statement of Disclosure" section with checkboxes for various statements, and a "Purchase Acknowledgment" section. At the bottom, there is a "Certification of Accuracy" section and a "Signature" section.

Lead-Based Paint Disclosure – For the sale of any residence constructed before 1978, the seller must indicate the existence, if any, of toxic paint by providing the buyer with a lead-based paint disclosure.

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Residential Property Disclosure – Sellers can complete a property disclosure to notify buyers of the overall condition of the residence. State law does not require this form to be completed but is recommended as a sign of good faith by the seller.

Commercial Property

WEST VIRGINIA
COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

1. THE PARTIES: This Commercial Real Estate Purchase Agreement ("Agreement") is made and entered into on July 1, 2010 by and between:

Buyer: John Doe, a single individual, whose address is 123 Main Street, Anytown, WV 25501.

Seller: Smith Corp., a corporation, whose address is 123 Main Street, Anytown, WV 25501.

2. PURCHASE PRICE: The total purchase price for the property described in Section I, the "Purchased Property," is \$1,000,000.00, or One Million Dollars.

3. DEPOSITS: A deposit of \$100,000.00, or Ten Thousand Dollars, will be held in escrow by the title company.

4. LEGAL DESCRIPTION: The property consists of approximately 100,000 square feet and is more particularly described as follows:

- Industrial Property
- Residential Property
- Multi-family Residential
- Office Building
- Factory
- Commercial
- Mixed Use (any combination of above)
- Other

5. Seller's Address:
 Farmland Industrial Park, Room 007 or "Fox Map #4".

6. PERSONAL PROPERTY: All personal property in the real property described in Section I, the "Purchased Property," including the following personal property:

- Office Equipment
- Furniture
- Fixtures
- Leasehold Improvements
- Inventories
- Accounts Receivable
- Other

The personal property in Section I and any personal property in Section II shall be collectively known as the "Property".

Commercial Purchase Agreement – This document can be used as a legal contract to buy or sell commercial property.

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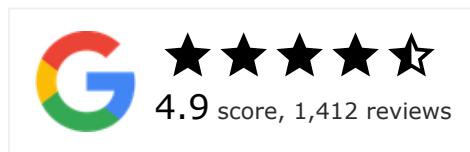
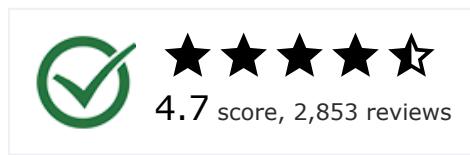
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