

THE CONTRACTS BUNDLE

UNETHICAL
— Wholesale Houses 101 —

TWO INVESTOR-READY REAL ESTATE CONTRACTS

Purchase & Sale Agreement · Assignment of Contract

Investor-Ready Fill-In Templates
Edition: v1 · 2026

How to Use This Bundle

You are holding the two contracts I use on every single wholesale deal I close. Both are plain-English, investor-friendly, and drafted to protect the buyer (you) while still being fair enough that motivated sellers will sign them.

These contracts are not a substitute for legal advice. Real estate contracts are governed by the state where the property is located, and some states (Illinois, Oklahoma, South Carolina, Pennsylvania, and others) have wholesale-specific rules. Before using these in your state for the first time, spend \$150-\$300 to have a real estate attorney in your state review them. Do it once. Then use them for the next hundred deals.

What's Inside

1. Real Estate Purchase & Sale Agreement (PSA) — the contract you use between you (Buyer) and the homeowner (Seller). This is the contract that gives you equitable interest in the property and the right to assign.

2. Real Estate Assignment of Contract (AOC) — the contract you use between you (Assignor) and your cash buyer (Assignee). This is how your fee gets paid at closing by the title company.

Workflow

1) You sign the PSA with the Seller. 2) You market the property to cash buyers. 3) When a buyer says yes, you sign the AOC with them. 4) You send both contracts to the title company. 5) Title orders the payoff, clears the title, and schedules closing. 6) At closing, the Seller signs the deed, the Buyer wires funds, and the title company sends you your assignment fee directly.

Fields You'll Always Fill In

Before any signing session, have these ready: full property address, Seller's legal name (as it appears on the deed), Seller's mailing address, purchase price, earnest money amount, inspection period in days, closing date, assignment fee amount, title company name and contact info.

HOW TO USE: Always fill in contracts BEFORE you sit down with the seller. An empty contract on the kitchen table makes sellers nervous. A printed contract with their name, address, and the agreed price already typed in closes itself.

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made on _____, by and between _____ ("Seller") and _____, and/or assigns ("Buyer").

1. PROPERTY

The property being sold is located at: _____. This includes the land, any structures, and all attached fixtures currently on the property.

2. PURCHASE PRICE

The Buyer agrees to purchase the property for a total price of \$_____. This amount will be paid in full at closing through cash or equivalent funds.

3. EARNEST MONEY

Buyer agrees to submit an earnest money deposit of \$_____ to a mutually agreed title company within 5 business days of execution of this Agreement. This deposit shows good faith but remains fully refundable during the inspection period if Buyer chooses not to proceed. Earnest Money Deposit may be paid by Buyer or Buyer's assignee.

4. INSPECTION PERIOD

Buyer shall have _____ calendar days from the date of execution of this Agreement to evaluate the property. During this time, Buyer may inspect the condition, verify information, and determine if the deal meets their criteria. Buyer may cancel the agreement for any reason within this period and receive a full refund of earnest money. This inspection period governs Buyer's right to cancel. The closing timeline in Section II of Additional Terms governs the deadline to close and does not extend or replace this inspection period.

5. CLOSING DATE

Closing will take place on or before _____, unless both parties agree to extend. This is when ownership transfers and funds are distributed.

6. TITLE AND CLOSING

Seller agrees to provide clear and marketable title. The closing will be handled by a licensed title company selected by Buyer or agreed upon by both parties. Buyer shall have the right to choose or change the title company or closing agent at their discretion.

7. PROPERTY CONDITION

The property is being sold in its current AS-IS condition. Seller will not be required to make any repairs or improvements. Buyer accepts responsibility for any future repairs after closing.

8. ACCESS AND MARKETING

Seller agrees to allow reasonable access to the property for Buyer and Buyer's partners, contractors, or potential buyers during the inspection period. Buyer may also advertise or market the property during this time.

9. ASSIGNMENT

Buyer reserves the right to assign or transfer this agreement to another party without needing additional consent from Seller. Seller agrees to cooperate with this process, including any double closing, if necessary.

10. CONTINGENCY

This agreement is subject to Buyer's approval during the inspection period. Buyer has full discretion to proceed or cancel based on their evaluation of the deal.

11. RISK OF LOSS

Seller is responsible for maintaining the property in its current condition until closing. If any damage occurs before closing, Buyer may choose to cancel or continue with the agreement.

12. DEFAULT

If Buyer fails to perform after the inspection period, the earnest money shall be forfeited to Seller as liquidated damages. If Seller fails to perform, Buyer is entitled to cancel the agreement and receive a full refund of any deposits, and/or pursue specific performance or any other remedy available at law or equity.

13. EQUITABLE INTEREST

Upon execution of this agreement, Buyer gains an equitable interest in the property, giving Buyer legal rights tied to this contract.

14. MEMORANDUM OF CONTRACT

Buyer may record a memorandum of this agreement to publicly document their interest in the property if necessary.

15. COMMUNICATION AND NON-CIRCUMVENTION

Seller agrees to work directly with Buyer and not bypass Buyer to negotiate with any parties introduced by Buyer.

16. DISPUTE RESOLUTION

Before initiating any litigation, the parties agree to attempt resolution through mediation. In the event of a dispute concerning this agreement, jurisdiction and venue shall be in the courts of the county and state where the property is located. The prevailing party shall recover their reasonable attorney's fees and costs.

17. ENTIRE AGREEMENT

This document represents the full agreement between Buyer and Seller. No other verbal or written agreements outside of this document will be valid.

18. GOVERNING LAW

This agreement will be governed by the laws of the state where the property is located.

ADDITIONAL TERMS

I. CLOSING COSTS AND TAXES

1) All closing costs and title fees are to be paid by Buyer. 2) Transfer Taxes to be paid by Buyer. 3) Property taxes, sewer, trash, HOA fees, SIDS/LIDS, or other assessments will be prorated at the close of escrow. Seller shall pay any costs required to provide clear title, back taxes, and/or all liens recorded against the Property at the close of escrow.

II. DUE DILIGENCE, ACCESS, AND CLOSING

Closing shall occur as soon as reasonably possible for all parties, but no later than _____ business days from the date this Agreement is executed, unless extended pursuant to the terms herein. Seller agrees to grant any extension reasonably required by Buyer, the title company, or the closing agent to resolve title issues, complete documentation, or facilitate closing. Buyer and Buyer's representatives shall be granted reasonable access to the Property prior to closing for purposes including inspection, assessment of repairs, appraisal, marketing, walkthroughs, and evaluation for resale. Buyer may terminate this Agreement by providing written notice to Seller and/or the title company, and such termination shall release Buyer from any further obligation or liability under this Agreement.

III. TENANTS

1. Any rental income will be prorated at the close of escrow. 2. Seller shall provide all leases to Buyer before the close of escrow. 3. Seller shall provide all deposits and keys to Buyer before closing.

IV. MISCELLANEOUS

1. I AM OF SOUND MIND: Both parties confirm they are not under the influence of any illegal substance or alcohol and fully understand this Agreement in its entirety. 2. AGENCY RELATIONSHIP: Neither Buyer nor Seller are presently represented by a licensed real estate agent; no commissions are due or payable by Seller in connection with this transaction. 3. EXIT STRATEGY: Buyer is an investor and intends to utilize any and all investment opportunities for the subject property at their sole discretion. Buyer may resell or assign the property at any time, at any price, at no expense or delay to Seller. Seller understands Buyer may assign this contract to another person, entity, or trust at or before closing. 4. MLS: Buyer has the right to market this contract and list the property on the multiple listing service prior to closing, at no expense or delay to Seller. 5. THIRD PARTY INTERFERENCE: Seller acknowledges that this is a legally binding contract. Once executed, Seller CANNOT

continue to seek other offers or sign another agreement with another investor or real estate agent, as this contract supersedes any other agreement. If Seller signs a contract with another investor or listing agreement with a real estate agent, Seller will be responsible for any damages caused.

Buyer Initials: _____ Seller Initials: _____

This Agreement shall go into effect upon the signatures from Buyer and Seller. Our signatures below indicate acceptance of all terms contained in this Agreement.

Seller Signature:

Date:

Print Name: _____

Buyer Signature:

Date:

Print Name: _____

REAL ESTATE ASSIGNMENT OF CONTRACT

This Assignment of Contract ("Assignment") is made on _____, by and between _____ ("Assignor") and _____ ("Assignee").

1. PROPERTY

The property subject to this Assignment is located at: _____.

2. ORIGINAL AGREEMENT

Assignor is the Buyer under a Purchase and Sale Agreement dated _____ ("Original Agreement") for the above-referenced property. This date must be completed prior to execution of this Assignment.

3. ASSIGNMENT

Assignor hereby assigns all rights, title, and interest in the Original Agreement to Assignee. Assignee agrees to assume all obligations under the Original Agreement from the date of this Assignment forward.

4. ASSIGNMENT FEE

Assignee agrees to pay Assignor an Assignment Fee of \$_____, which shall be paid at closing directly by the Title Company or closing agent from Assignee's funds.

5. TOTAL CONSIDERATION

Assignee shall be responsible for the total purchase price as stated in the Original Agreement, in addition to the Assignment Fee.

6. ASSIGNEE DEPOSIT (EARNEST MONEY)

Assignee shall deposit \$_____ with the Title Company within 24 hours of execution of this Assignment. This deposit shall be NON-REFUNDABLE after the expiration of any agreed inspection period and shall be forfeited to Assignor as liquidated damages if Assignee fails to perform.

7. ASSIGNEE INSPECTION PERIOD

Assignee shall have _____ calendar days from the date of this Assignment to conduct independent due diligence. If no inspection period is specified, Assignee acknowledges they have completed all due diligence and accept the property AS-IS with no right to cancel.

8. CLOSING

Assignee agrees to close on the property in accordance with the terms of the Original Agreement.

9. PROPERTY CONDITION

The property is accepted AS-IS, WHERE-IS, WITH ALL FAULTS. Assignee acknowledges they have conducted or waived their own independent due diligence and no representations or warranties are made by Assignor regarding the condition of the property.

10. NO CONTINGENCIES

Assignee acknowledges they have performed all desired due diligence and waives any and all contingencies, unless otherwise stated in writing in Section 7 above.

11. NON-CIRCUMVENTION

Assignee agrees not to contact Seller directly or attempt to negotiate outside of this Assignment. Any such attempt shall be considered a material breach of this Agreement.

12. EQUITABLE INTEREST

Assignor confirms they hold equitable interest in the property through the Original Agreement and have the legal right to assign said interest.

13. DEFAULT

If Assignee fails to perform under the terms of this Assignment, the deposit shall be forfeited as liquidated damages to Assignor. Assignor reserves the right to pursue any additional remedies available at law or equity.

14. INDEMNIFICATION

Assignee agrees to indemnify, defend, and hold Assignor harmless from any claims, damages, or liabilities arising from Assignee's failure to perform under this Assignment or the Original Agreement after the date of this Assignment.

15. DISPUTE RESOLUTION

Before initiating any litigation, the parties agree to attempt resolution through mediation. This Agreement shall be governed by the laws of the state in which the property is located. In the event of a dispute, the prevailing party shall recover their reasonable attorney's fees and costs.

16. ENTIRE AGREEMENT

This Assignment contains the entire agreement between the Parties. No other verbal or written agreements shall be binding.

Our signatures below indicate acceptance of all terms contained in this Assignment.

Assignor:

Print Name: _____

Assignee:

Print Name: _____

Date:

Date:

BONUS: Contract Usage Cheat Sheet

Before You Sit Down With the Seller

1. Run comps and determine your MAO. Know your walk-away price.
2. Print two copies of the PSA. Fill in all fields on both copies EXCEPT the final price (have a pen ready). Pre-filling the address, date, earnest money, inspection period, and closing date lets you focus only on price negotiation.
3. Bring: a cheap clipboard, two pens, a printed photo of a recent deal you closed (if you have one), and your phone with the calculator open.

At the Signing

1. Read the contract out loud, section by section, in plain English. This builds trust and gets the seller to mentally sign off as you go.
2. When you reach the assignment clause (Section 9), say: "This just means I work with a network of investors and I may bring one in to close with me. Either way, you get paid the agreed price."
3. Have them initial each page and sign the last. You sign too.
4. Take a photo of the signed contract with your phone before you leave.
5. Text a scanned copy to your title company within 2 hours.

When You Assign the Contract

1. Never sign the AOC with a buyer who will not wire earnest money to the title company within 24 hours.
2. Set the AOC inspection period to zero or three days MAXIMUM. Your buyer already walked the property before they signed.
3. Send both contracts to the title company in a single email with the subject line: "NEW FILE — [address] — close by [date]."

Red Flags on the Assignee Side

- Buyer wants to talk to your seller directly — refuse and enforce the non-circumvention clause.
- Buyer wants a 10-day inspection period post-assignment — refuse, they are trying to tie up the deal and walk.
- Buyer won't wire earnest money — refuse, they are not a real buyer.
- Buyer wants your fee disclosed and then to "renegotiate" it down after signing — you already agreed, enforce the contract.

HOW TO USE: The PSA and AOC together protect your fee from end to end. The seller cannot back out without losing earnest money. The buyer cannot back out after inspection without losing their deposit to YOU. And you have the right to assign without anyone's consent. That is the entire legal foundation of wholesaling in three documents.