

(BINDING CONTRACT. IF LEGAL ADVICE IS DESIRED, CONSULT AN ATTORNEY.)

From: BUYER(S): To: OWNER OF RECORD ("SELLER"):
Name(s): Address:
Name(s): Address:

affiliated with (Name of Licensee) (Name of Brokerage)

duly licensed in the Commonwealth of Massachusetts, is operating in this transaction, pursuant to a separate agreement as:

- BUYER's Agent SELLER's Agent Facilitator Dual Agent

on behalf of (Name of Client - Buyer or Seller)

(This provision does not eliminate the requirement to have a signed Massachusetts Mandatory Real Estate Licensee-Consumer Relationship Disclosure but acts to satisfy Standard of Practice 16-10 in the REALTOR® Code of Ethics.)

The BUYER offers to purchase the real property described as together with all buildings and improvements thereon (the "Premises") to which BUYER has been introduced by upon the following terms and conditions:

- 1. Purchase Price: The BUYER agrees to pay the sum of \$ to the SELLER for the purchase of the Premises (the "Offer"), due as follows:
i. \$ as a deposit to bind this Offer
and delivered herewith to the Seller or Seller's agent
or to be delivered forthwith upon receipt of written acceptance
ii. \$ as an additional deposit upon executing the Purchase and Sale Agreement
iii. Balance by bank, cashier's, treasurer's or certified check or wire transfer at time of closing.
2. Compensation to Buyer Broker. (Delete if waived) the BUYER's obligations under this agreement are subject to SELLER'S agreement to pay % of the gross selling price of the Premises or a flat fee of \$ dollars to the "BUYER'S BROKER" at the time of closing.
This compensation is independent of and in addition to the (\$/%) offer of compensation made by the LISTING BROKER to the BUYER's BROKER.
There is no offer of compensation made by the LISTING BROKER to the BUYER'S BROKER or that offer was rejected.
3. Duration of Offer. This Offer is valid until a.m./p.m. on by which time a copy of this Offer and attached Addenda, if any, shall be signed by the SELLER, accepting this Offer, and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.
4. Purchase and Sale Agreement. The SELLER and the BUYER shall, on or before a.m./p.m. on execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.
5. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at a.m./p.m. on at the Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

(With Contingencies)



- 6. **Escrow.** The deposit shall be held by _____, as Escrow Agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.
- 7. **Inspection Contingency.** The BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are subject to the BUYER'S right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, a home inspection in accordance with 760 CMR 74.00 by a licensed Massachusetts home inspector; pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by _____.

(Insert Date)

If the results are not satisfactory to BUYER, (choose one)

- in BUYER'S sole discretion,
- and the estimated aggregate cost of repairs exceeds \$ _____ as indicated in writing by consultant(s) regularly in the business of providing such repairs, remediations, or improvements:
 - i. BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and BUYER and SELLER authorize Escrow Agent to return all monies deposited by BUYER to BUYER.
 - ii. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER, the listing broker, the BUYER'S broker and affiliated agents, are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered and/or claims arising out of a violation of M.G.L. c. 143 § 101.
 - iii. The BUYER'S right to conduct a home inspection in accordance with 760 CMR 74.00 cannot be waived.
 - iv. Additional Provisions:

- 8. **Mortgage Contingency.** (*Delete if waived*) The BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon BUYER obtaining a written commitment for financing in the amount of \$ _____ at prevailing rates, terms and conditions by _____ (insert date). The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease, and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one application by _____ (insert date) and acted reasonably promptly in providing additional information requested by the mortgage lender.
- 9. **Representations/Acknowledgments.** The BUYER acknowledges receipt of a *Massachusetts Mandatory Real Estate Licensee-Consumer Agency Disclosure, Property Transfer Lead Paint Notification and Certification* (for residences built before 1978), *Massachusetts Mandatory Residential Home Inspection Disclosure* and *Home Inspectors Facts for Consumers* brochure (prepared by the Office of Consumer Affairs). BUYER represents that the date set forth in the Inspection Contingency provides BUYER a reasonable opportunity to conduct inspections. The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: _____
(If none, write "NONE").



(With Contingencies)



10. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

11. Additional Terms.

Large empty rectangular box for additional terms.

BUYER _____ Date _____

BUYER _____ Date _____

SELLER'S REPLY

SELLER(S): (check one and sign below)

(a) ACCEPT(S) the Offer as set forth above at _____ a.m./p.m. on this _____ day of _____.

(b) REJECT(S) the Offer.

(c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

Large empty rectangular box for counteroffer terms.

This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.

SELLER, or spouse _____ Date _____

SELLER _____ Date _____

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below):

(a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____.

(b) REJECT(S) the Counteroffer.

Large empty rectangular box for buyer's reply.

BUYER _____ Date _____

BUYER _____ Date _____

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of\$ _____ from the BUYER this _____ day of _____.

Escrow Agent or Authorized Representative _____

