

OFFER TO PURCHASE REAL ESTATE

TO _____
(Seller and Spouse)

Date: _____

From the Office of: **Barrett Sotheby's International Realty**

The property herein referred to is identified as follows: _____

Special provisions (if any) re fixtures, appliances, etc. _____

_____ (Buyers)
hereby offer to buy said property, which has been offered to me by _____

as the Broker(s) under the following terms and conditions:

CHECK ONE:

1. I will pay therefore \$ _____, of which
 - (a) \$ _____ is paid herewith as a deposit to bind this Offer
 - (b) \$ _____ is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below.
 - (c) \$ _____ is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s).
 - (d) \$ _____
 - (e) \$ _____ Total Purchase Price
2. This Offer is good until _____ A.M. P.M. on _____, 20____ at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to me forthwith.
3. The parties hereto shall, on or before _____ A.M. P.M. _____, 20____ execute the applicable Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or any form substantially similar thereto, which, when executed, shall be the agreement between the parties hereto.
4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on _____, 20____ at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. If I do not fulfill my obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by _____ as escrow agent subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.
6. Time is of the essence hereof.
7. Disclosures: For one to four family residences, the Buyer hereby acknowledges receipt of the Home Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification."
8. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney. WITNESS MY HAND AND SEAL

Buyer _____ Buyer _____

Address _____ City/State/Zip _____ Work Number _____ Home Number _____

Receipt of deposit check for transmittal by: (Agent/Facilitator) _____

Check shall not be deposited unless offer is accepted.

This Offer is hereby accepted upon the foregoing terms and conditions at _____ A.M. / P.M. on _____, 20____

WITNESS my (our) hand(s) and seal(s)

Seller (or spouse) _____ Seller _____

Date _____

RECEIPT FOR DEPOSIT

Received from _____ Buyer the sum of \$ _____ as deposit under the terms and conditions of above Offer, to be held by _____ as escrow agent.

**Under regulations adopted pursuant to the Massachusetts license law:
All offers submitted to brokers or salespeople to purchase real property
that they have a right to sell shall be conveyed forthwith to the owner
of such real property.**

Agent for Seller



STANDARD OFFER TO PURCHASE ADDENDA
Attachment A

Property Address: _____

Mortgage

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan in the amount of (\$_____) or (_____% percent of the purchase price) at prevailing rates, terms and conditions. If, despite the BUYER's diligent efforts, a commitment letter for such a loan cannot be obtained on or before _____, 20____, the Buyer may terminate this agreement by written notice to SELLER and/or Broker as agent for SELLER, prior to expiration of such time, whereupon all deposits made by the BUYER shall be forthwith refunded and this offer shall become null and void and without further recourse to either party. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits at least one complete loan application to the foregoing provisions on or before _____, 20____.

Home Inspections

The BUYER may, at the BUYER's own expense and on or before _____, 20____, have the property inspected by a person recognized as qualified in the business of conducting home inspections. If it is the opinion of such inspector that the property contains structural, mechanical or other defects, then the BUYER shall have the option of revoking the offer by written notice to the SELLER and/or the Broker as agent for SELLER, on or before _____, 20____, which notice shall be accompanied by a copy of the inspector's opinion and any related inspection report, whereupon all deposits made by the BUYER shall be forthwith refunded and this offer shall become null and void and without further recourse to either party unless the BUYER and the SELLER agree to some mutually acceptable alternative.

Other Inspections

This agreement is subject to the satisfactory results of the following selected professional inspections at the BUYER's expense, including but not limited to:

- Pest Inspection
- Radon Gas Inspection
- Urea-Formaldehyde Foam Insulation (UFFI)
- Lead Paint
- Asbestos
- Water Analysis
- Mold

In the event that any of the above-selected professional inspections return unsatisfactory results, or results which do not fall within normal limits as defined by the EPA, the BUYER will notify the SELLER or the Broker as agent for SELLER in writing, and provide a copy of the professional report(s), on or before _____, 20____, whereupon this agreement will be considered null and void, with return of the deposit to BUYER and without further obligation remaining between the parties, unless the BUYER and SELLER agree to some mutually acceptable alternative.

Sanitary System Inspection

This agreement is subject to the property's sanitary system being certified under Title 5 according to town and state regulations at the expense of _____ on or before _____, 20____. In the event the sanitary system does not meet the certification requirements, a written report must be provided to both parties by a certified inspector on or before _____, 20____, whereupon this agreement will be considered null and void, with return of the deposit to BUYER and without further obligation remaining between the parties, unless the BUYER and SELLER agree to some mutually acceptable alternative.

The signatures below indicate acceptance of these addenda.

Seller

Buyer

Seller

Buyer

Broker as Agent for Seller