



(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: BUYER(S): To: OWNER OF RECORD ("SELLER"):
Name(s): Any / All Buyers name/s are listed here Name(s): Using "Owner of Record" is sufficient.
Address: It's important to put the Buyer's address here. Address: Using the address of the property making the offer
This is a contract between Buyer & Seller, and survives the agents/brokers. is okay. If you are going to use the Seller's name and address...make sure you get it correct.

The agent Your Name...then write of Jack Conway is operating in this transaction as:
Buyer's Agent Seller's Agent Facilitator Dual Agent \*\*check the appropriate agency box that was disclosed to the Buyer.
on behalf of Buyer's name/s. It's good practice to write "and Jack Conway"

This provision does not eliminate the requirement to have a signed 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 Address of the property making the offer on. It's important to get this correct. Buyers will judge you on mistakes here!! together with all buildings and improvements thereon (the "Premises") to which I have been introduced by Your name and then "of Jack Conway" again upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$ Amount the BUYER wants to offer to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$ 1st deposit amount as a deposit to bind this Offer
Buyer should have these funds ready to give right away. and delivered herewith to the Seller or Seller's agent
or to be delivered forthwith upon receipt of written acceptance
These deposits are in no way connected to the mortgage amount or the down payment required from the lender which are stated in 6-a below. These are "Good Faith" deposits relating to the Seller the Buyer is committed to live up to the terms of this agreement.
ii. \$ 2nd deposit amount as an additional deposit upon executing the Purchase And Sale Agreement;
iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until a.m./p.m. on 24hrs is standard by which time a copy of this Offer 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. 10 calendar days after accepted offer.

3. PurchaseAndSaleAgreement. TheSELLERandtheBUYERshall, onorbefore 5pm a.m./p.m.on Don't have p&s date on a weekend. 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.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 12pm a.m./p.m. on 45 calendar day from acceptance at the County the property is located in County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties. \*\*Best to avoid closing on a Friday. No weekends. Check with lender if doing less than 45 days.

5. Escrow. The deposit shall be held by Listing Broker Company Name, 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. \*\*These deposits are not the Sellers, and will be deducted from the Buyer's closing cost required from lender.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ Taken from Pre-approval / Lender at prevailing rates, terms and conditions by within 7 -10 calendar days of closing but not on a weekend. 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 \*\*best practice is to confirm all required time lines/dates, and financing amount with the Buyer's lender in advance of writing an offer.

reasonable efforts to obtain financing unless the BUYER has submitted one application by Buyer should apply within 2 - 3 days after offer accepted.

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, 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 within 10 days of accepted offer, 20. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, 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.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978) and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use.

\*\*The above underlined documents must be given "BEFORE" Buyer signs an offer...have proof of this!! Usually "NONE" is written here. New construction commonly has a warranty/ies offered to Buyer and should be referenced.

8. 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.

9. Additional Terms. This section can very often make or break your offer!! No Assumptions or "it's stated in MLS" allowed!! Things to mention... Title V, List all appliances offered/wanted individually, Closing cost credit request, Buyer's home sale contingency. Less is often more here but you must be very clear in what is wanted/expected Use a separate addendum if needed.

All Buyers must sign and date
BUYER Date BUYER Date

SELLER'S REPLY

SELLER(S): (check one and sign below) It is best practice to make sure (a) is checked, and date and time filled in by Seller.

- (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:

A Seller can do 4 things... 1) Accept 2) Reject 3) Counter 4) Do nothing...yes that's allowed. Prepare your Buyer for all 4!!

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

Without Seller's signatures it is not accepted!! Don't leave your Buyers / yourself arguing that you received verbal acceptance.

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.

If applicable, fill this section out properly and completely including Buyer signatures to have an enforceable accepted contract.

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