

OFFER TO PURCHASE REAL ESTATE

TO \_\_\_\_\_ (Seller and Spouse)

Date: \_\_\_\_\_

From the Office of: \_\_\_\_\_

The property herein referred to is identified as follows: \_\_\_\_\_

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

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:

Check, subject to collection

Cash

- 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 \_\_\_\_\_, \_\_\_\_\_ 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. on \_\_\_\_\_, \_\_\_\_\_ 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 \_\_\_\_\_, \_\_\_\_\_ 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 \_\_\_\_\_ Phone Numbers (Work & Home) \_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_

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

Seller \_\_\_\_\_ Seller (or spouse) \_\_\_\_\_

RECEIPT FOR DEPOSIT

Date \_\_\_\_\_ 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





RESIDENTIAL BROKERAGE

Addendum "A" to Offer / Contract to Purchase / Purchase and Sale Agreement
Massachusetts

In reference to the Offer / Contract to Purchase / Purchase and Sale Agreement between

SELLER(S): \_\_\_\_\_ and

BUYER(S): \_\_\_\_\_,

dated \_\_\_\_\_ concerning the real Property located at \_\_\_\_\_

\_\_\_\_\_ ("Agreement"), the undersigned Seller(s) and Buyer(s) hereby agree to the following:

FINANCING CONTINGENCY. Buyer's obligations under the terms of the Agreement are expressly conditioned upon the Buyer obtaining a written commitment for financing of \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_, at prevailing rates, terms and conditions by 5:00 p.m. on \_\_\_\_\_, 20\_\_\_\_ ("Commitment Date") provided however that Buyer's right to terminate the Agreement shall be subject to Buyer complying with the written notice requirements set forth below.

INSPECTION CONTINGENCY. Buyer's obligations under the terms of the Agreement are expressly conditioned upon Buyer being granted the right to have any or all of the following inspections conducted, at Buyer's sole cost and expense, by a person and/or company normally engaged in the business of conducting such inspections: (1) Complete Home Inspection; (2) Termite/Pest; (3) Air Quality (including Radon Gas); (4) Water Quality (including Radon); (5) Asbestos; (6) Ground Contaminants/Hazardous Waste; (7) Mold and/or (8) \_\_\_\_\_.

SEPTIC AND LEAD PAINT CONTINGENCIES: Buyer and Seller understand and agree that the terms and conditions of any Septic/Sewer/Waste Disposal inspection contingency shall be addressed by a separate Addendum to the Agreement, and that any Lead Inspection and/or disclosure shall be governed by the provisions of state, local and/or Federal law including Title X of the Housing and Community Development Act of 1992 (Pub.L. 102-550, 42 U.S.C. 4852(d)), Massachusetts General Laws, c. 111, §§ 190-199 and Regulations for the Prevention and Control of Lead Poisoning (105 CMR 460.000).

I/We certify that the above contingency clauses are understood and agreed to by me/us, and in the event any clause hereof is waived, I/We agree that any such waiver has been authorized by me and that any such waived clause(s), thereby, is/are not a part of the Agreement.

Seller: \_\_\_\_\_ Date \_\_\_\_\_

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Seller: \_\_\_\_\_ Date \_\_\_\_\_

Buyer: \_\_\_\_\_ Date \_\_\_\_\_



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Phone:

Fax:



## TYPES OF AGENCY REPRESENTATION

### SELLER'S AGENT

A seller can engage the services of a real estate agent to sell his property (called the listing agent) and the real estate agent is then the agent for the seller who becomes the agent's client. This means that the real estate agent represents the seller. The agent owes the seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the seller's interests first and negotiate for the best price and terms for their client, the seller. (The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions).

### BUYER'S AGENT

A buyer can engage the services of a real estate agent to purchase property and the real estate agent is then the agent for the buyer who becomes the agent's client. This means that the real estate agent represents the buyer. The agent owes the buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provide, however, that the agent must disclose known material defects in the real estate. The agent must put the buyer's interests first and negotiate for the best price and terms for their client, the buyer. (The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions).

### (NON-AGENT) FACILITATOR

When a real estate agent works as a facilitator that agent assists the seller and buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated owe the seller and buyer a duty to represent each property honestly and accurately by disclosing known material defects about the property and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from the seller or buyer confidential. The role of facilitator applies only to the seller and buyer in the particular property transaction involving the seller and buyer. Should the seller and buyer expressly agree a facilitator relationship can be changed to become an exclusive agency relationship with either the seller or buyer.

### DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate agent can be designated by another real estate agent (the appointing or designating agent) to represent either the buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate agent once so designated is then the agent for either the buyer or seller who becomes their client. The designated agent owes the buyer or seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put their client's interests first and negotiate for the best price and terms for their client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer then the appointing agents becomes a dual agent. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, and obedience to lawful instructions which is required of an exclusive seller or buyer agent. The dual agent does not represent either the buyer or the seller solely only your designated agent represents your interests. The written consent for designated agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board).

### DUAL AGENT

A real estate agent may act as a dual agent representing both the seller and buyer in a transaction but only with the express and informed consent of both the seller and buyer. Written consent to dual agency must be obtained by the real estate agent prior to the execution of an offer to purchase a specific property. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, and obedience to lawful instructions which is required of an exclusive seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting of funds. The written consent for dual agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board).

