

OFFER TO PURCHASE REAL ESTATE

TO _____
(Seller and Spouse)

Date: _____
From the Office of: RichHaen.com Realty

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:

- I will pay therefore \$ _____, of which
 - \$ _____ is paid herewith as a deposit to bind this Offer
 - \$ _____ is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided below.
 - \$ _____ 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).
 - \$ _____
 - \$ _____ Total Purchase Price
- This Offer is good until _____ 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.
- The parties hereto shall, on or before _____, 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 two parties hereto.
- 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 have been mutually agreed upon in writing.
- 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 held under its terms.
- Time is of the essence hereof.
- 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."
- The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:
 - Subject to satisfactory review of condominium documents, trust, budget and minutes prior to executing the Purchase & Sales Agreement (P&S)
 - Subject to satisfactory home inspection prior to executing the P&S...see attached Addendum To Purchase Real Estate
 - Subject to mortgage contingency...see attached Addendum To Purchase Real Estate & Buyer's Pre-approval Document from Lender

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

WITNESS my hand and seal

Signed _____
Buyer

Buyer

Address/City/State/Zip

Phone Number

This Offer is hereby accepted upon the forgoing terms and conditions at _____ on _____, 20____

Seller (or spouse)

Seller

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: _____

ADDENDUM TO OFFER

MORTGAGE 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"). Buyer shall be deemed to have used reasonable and/or diligent efforts in this regard only if Buyer has submitted at least one (1) application for financing by 5:00 p.m. on _____, 20____ and acted reasonably promptly in providing any additional information requested by the mortgage lender. If, despite reasonable and diligent efforts, Buyer has been unable to obtain such written commitment for financing on or before the Commitment Date, then Buyer may terminate the Agreement by delivering to Seller or Seller's Agent not later than 5:00 p.m. on the Commitment Date written notice of Buyer's termination of the Agreement due to inability to procure said financing commitment. In the event that such written notice has been duly and timely delivered to Seller or Seller's Agent, then the Agreement shall immediately become null and void, all obligations of the parties thereunder shall cease, and all earnest money deposited by Buyer shall be immediately returned to Buyer, without further recourse to either party. In the event that such written notice has NOT been duly and timely received by Seller or Seller's Agent, then this contingency shall be deemed waived by Buyer and Buyer shall, thereafter, be bound to perform under all terms and conditions of the Agreement.

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; and/or (7) _____. If the results of any such inspection indicates that there exists on the Property serious structural, mechanical and/or other major defect; and/or the Property is infested by termites and/or other pests; and or the Property contains Radon Gas, asbestos and/or other ground, water or airborne contaminants in excess of levels acceptable to the Buyer, then Buyer shall have the right to terminate the Agreement by delivering to Seller or Seller's Agent by 5:00 p.m. on _____, 20____ ("Contingency Date") written notice of Buyer's termination of the Agreement based on the results of any such adverse inspection report along with a copy of the relevant portions of any such inspection report relied upon by Buyer in this regard. In the event that such written notice to terminate has been duly and timely delivered to Seller or Seller's Agent, then the Agreement shall immediately become null and void, all obligations of the parties thereunder shall cease, and all earnest money deposited by Buyer shall be immediately returned to Buyer, without further recourse to either party. In the event that Buyer's notice to terminate has NOT been duly and timely delivered to Seller and Seller's Agent, then this contingency shall be deemed waived by Buyer and Buyer shall, thereafter, be bound to perform under all other terms and conditions of the Agreement. Buyer and Seller understand and agree that the terms and conditions of any Septic/Sewer/Waste Disposal inspection contingency shall be governed by a separate Addendum to the Agreement, and that any Lead Inspection shall be governed by the provision of state, local and/or Federal law as set forth below.

Buyer

Seller

Buyer

Seller

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: _____

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgement (initial)

(c) _____ Purchaser or lessee purchaser has received copies of all documents circled above.

(d) _____ Purchaser or lessee purchaser has received no documents.

(e) _____ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) _____ Purchaser or lessee purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

(g) _____ Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.

(h) _____ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty, or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law – either full deleading or interim control – if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date