

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. \_\_\_\_\_  
(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:

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 \_\_\_\_\_, 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



## OFFER TO PURCHASE CONTINGENCY ADDENDUM

The BUYER, if checked, hereby incorporates the following contingencies into this Offer to Purchase Real Estate.

**MORTGAGE CONTINGENCY**

In order to help finance the acquisition of the property, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$\_\_\_\_\_ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before \_\_\_\_\_, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time, whereupon all deposits made by the BUYER shall be forthwith refunded, and this agreement 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 a complete mortgage loan application conforming to the foregoing provisions on or before \_\_\_\_\_.

**INSPECTION CONTINGENCY**

The BUYER may, at the BUYER's own expense and on or before \_\_\_\_\_, have the property inspected by a duly-licensed person engaged in the business of conducting home inspections. If it is the opinion of such inspector that the property contains serious structural, mechanical or other defects and if the repair of such defects would cost the BUYER in the aggregate more than \$\_\_\_\_\_, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before \_\_\_\_\_. Such notice shall be accompanied by a copy of the inspector's opinion and cost estimates.

**RADON CONTINGENCY**

The BUYER may, at the BUYER's own expense and on or before \_\_\_\_\_, have the property inspected for the presence of radon gas. In the event a customary test for the presence of radon gas indicates the presence of radon gas in excess of levels deemed acceptable by the federal Environmental Protection Agency, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before \_\_\_\_\_. Such notice shall be accompanied by a copy of the test results.

**PEST INSPECTION CONTINGENCY**

The BUYER may, at the BUYER's own expense on or before \_\_\_\_\_, have the property inspected by a person engaged in the business of pest inspection and control. If it is the opinion of such inspector that the property is infested by termites or other wood boring pests, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER on or before \_\_\_\_\_. Such notice shall be accompanied by a copy of the inspector's opinion and any related inspection report.

**LEAD PAINT CONTINGENCY ADDENDUM**

The BUYER may, at the BUYER's own expense and within ten (10) days after the acceptance of this agreement, have the property professionally inspected for the presence of paint, plaster or other accessible materials containing dangerous levels of lead (as such terms are defined by applicable Massachusetts laws and regulations). A copy of the inspector's report shall be furnished to the SELLER upon receipt by the BUYER. If it is the opinion of such inspector that any such materials are present on the property, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time.

In the event the BUYER revokes the agreement consistent with the terms of the above selected Contingencies, then any deposits made by the BUYER shall be forthwith refunded, and this agreement shall be null and void and without further recourse to either party.

Initials:

Seller (or Spouse) \_\_\_\_\_ Seller \_\_\_\_\_

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

Broker(s) \_\_\_\_\_

