

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978,
BUYER(S) MUST ALSO SIGN LEAD PAINT
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

From the Office of:

OFFER TO PURCHASE REAL ESTATE

TO _____
(Seller and Spouse)

Date _____

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 Seller's Broker(s) under the following terms and conditions:

- CHECK ONE:
 Check, subject to collection
 Cash
- 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 for 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 _____ 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.
 - 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.
 - 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.
 - 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.
 - Time is of the essence hereof.
 - 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
SIGNED _____
Buyer

Buyer (home)
(work)

Address _____ Phone Numbers _____
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

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.

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Cross out any contingencies that you do not require. Seller may give additional preference to an offer without a mortgage contingency, with short inspection deadlines, with a repair threshold >= 1% of the purchase price, with bank's preapproval letter and/or with proof of available funds.

INSPECTION CONTINGENCY ADDENDUM (Including Radon)

The BUYER, may at the BUYER's own expense and on or before _____, 20____, have the property inspected by a duly-licensed person engaged in the business of conducting home inspections. Such inspection may include a customary test for the presence of radon gas. If it is the opinion of such inspector that the property contains serious structural, mechanical or other defects, including the presence of radon gas in excess of levels deemed acceptable by the federal Environmental Protection Agency, 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 Offer by written notice to the SELLER and/or the Broker(s) as agent(s) for the SELLER on or before _____, 20 _____. Such notice shall be accompanied by a copy of the inspector's opinion and any related reports, test results and cost estimates. If the BUYER so elects to revoke this Offer, 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.

INITIALS: _____
Seller (or spouse) _____ Seller

Buyer _____ Buyer

Broker(s)

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PEST CONTINGENCY ADDENDUM

The BUYER, may at the BUYER's own expense on or before _____, 20 _____. 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 Offer by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, on or before _____, 20 _____. Such notice shall be accompanied by a copy of the inspector's opinion and any related inspection report. If the BUYER so elects to revoke this Offer, 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 SELLER agrees in writing that the SELLER will either treat the property to eliminate such infestation and repair all damage caused thereby or allow the BUYER a credit against the purchase price sufficient to pay the reasonable cost of any such work not completed prior to the delivery of the deed.

INITIALS: _____
Seller (or spouse) _____ Seller

Buyer _____ Buyer

Broker(s)

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MORTGAGE CONTINGENCY ADDENDUM

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 _____, 20____, then the BUYER shall have the option of revoking this Offer by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the 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 a complete mortgage loan application conforming to the foregoing provisions on or before _____, 20 _____ and provide a complete copy of such application to SELLER by such date.

INITIALS: _____
Seller (or spouse) _____ Seller

Buyer _____ Buyer

Broker(s)



**ADDENDUM FOR INTEGRATED DISCLOSURE RULE APPLICABLE TO
MORTGAGE LOANS**

(To Offer to Purchase Real Estate / Purchase and Sale Agreement)

Consumers obtaining mortgage loans in order to purchase a home have typically been entitled to receive two different disclosure forms. The first, required by the Truth in Lending Act, provided financial information regarding the terms of the loan while the second, required by the Real Estate Settlement Procedures Act and commonly referred to as the “Settlement Statement” or “HUD-1”, itemized various transaction costs and adjustments like prorated real estate taxes, utility charges, recording fees and the like. Pursuant to the so-called “Integrated Disclosure Rule” issued by the Federal Consumer Financial Protection Bureau, the borrower’s forms have been consolidated into a single Closing Disclosure which is now required in the case of any loan applied for on or after October 3, 2015. The borrower’s Closing Disclosure must be received by the borrower three business days prior to the consummation of the sale, customarily known as the closing or time for performance (the “Closing”), when the deed is delivered and the balance of the purchase price is paid. In order to facilitate compliance with this Rule, the parties agree as follows:

1. The BUYER shall obtain and promptly disclose to the SELLER the name of the attorney engaged to represent the BUYER’s mortgage lender (“Closing Attorney”).
2. The SELLER and the BUYER shall furnish to Closing Attorney as soon as possible and in any event at least ten days in advance of the scheduled Closing all data known or available to or otherwise obtainable by such party and required in order to calculate the adjustments provided for in any applicable clauses of the Purchase and Sale Agreement or requested by Closing Attorney in order to prepare the borrower’s Closing Disclosure.
3. At the request of Closing Attorney, the Closing will be extended for up to six business days or such other time as the parties may agree in order to assure full compliance with the Integrated Disclosure Rule. Time still remains of the essence.
4. Neither party shall have any claim against the other for any loss or damage resulting from the extension of the Closing pursuant to the preceding Paragraph 3 except to the extent that such extension is made necessary by a breach of the provisions of this Addendum.
5. This Addendum could affect the timing of the Closing. If not understood, consult an attorney.

Seller David Harelick

Buyer

Seller Jordana Werba

Buyer

Date

Date