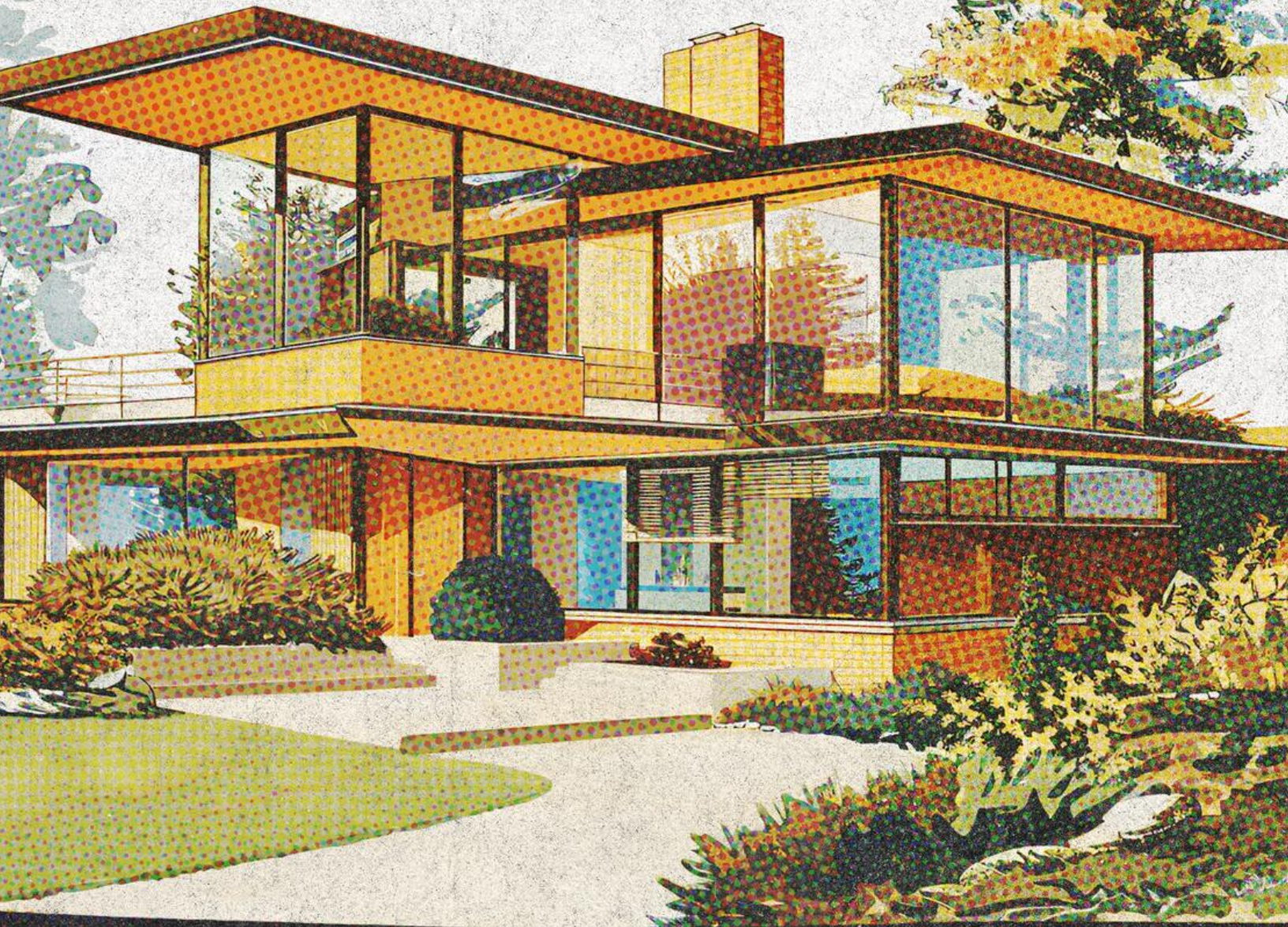
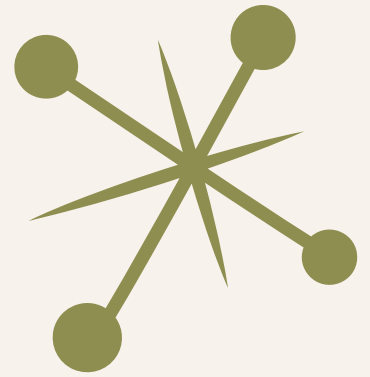


FIRST TIME BUYER'S GUIDE



PERSON + PERSON GROUP

WILLIAM RAVEIS
REAL ESTATE



HELLO.

Congratulations on beginning your journey towards homeownership! Purchasing a home is a significant decision, and it's an absolute pleasure to guide and support you through every step of this exciting process.

As your dedicated buyer's agents, our primary goal is to make your home buying experience as seamless and successful as possible. You deserve comprehensive support tailored to your specific needs, desires, and dreams. Whether this is your first home purchase or you are a seasoned investor, we are here to provide expert advice, deep market insights, and a strategic approach to ensure you find the perfect home.

Together, we will navigate the complexities of the real estate market with ease. Our commitment to exceptional service means that we will be there to answer your questions, offer professional insights, and advocate on your behalf from initial search through to closing.

Your journey to the right home should be as rewarding as the day you receive the keys to your new property. In the pages of this home buyer guide, you'll find essential information and resources designed to empower you with confidence as we move forward.

Feel free to reach out at any time as we embark on this adventure together. Here's to a smooth, successful, and enjoyable home buying experience!

Dolores + Rachel

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Person + Person

Porsche is performance! Porsche is pleasure! Porsche is a masterful blend of power—comfort—and elegance often copied but never equalled. Why not drive one and discover for yourself what we mean when we say, *"All it shares with other cars is the road!"*

PORSCHE

WHO WE ARE

Dealers from coast to coast
in U.S. and Canada.

Porsche of America Corporation,
527 Madison Avenue, N. Y. 22, N. Y.





"TOGETHER, THEY GUIDE BUYERS WITH PATIENCE, TRANSPARENCY, AND STRATEGIC ADVICE, ENSURING YOU UNDERSTAND THE MARKET, KNOW WHAT TO EXPECT, AND FEEL EMPOWERED TO MAKE THE BEST DECISIONS FOR YOUR FUTURE."

Dolores Person and Rachel Person offer a balanced blend of experience, local expertise, and genuine client care to buyers throughout Newburyport and the North Shore. They are especially known for helping first-time buyers feel informed, supported, and confident in every step of the process. With a long history working in homes of all ages and styles—from historic properties to classic starter homes—they bring clarity to everything from market trends to property condition, financing considerations, and neighborhood insights. Their approach is hands-on, educational, and designed to make your first home purchase feel manageable rather than overwhelming.

Whirlpool Surgomati

with **touch-button** control

DOLORES PERSON

BROKER/OWNER

C: 978 660 0967

E: DOLORES.PERSON@RAVEIS.COM

Dolores Person brings over 35 years of experience, hundreds of successful sales, and a deep understanding of the local market to every transaction. Widely known as the go-to agent for antique and luxury properties in Greater Newburyport, she has a rare combination of market expertise, architectural knowledge, and a sharp eye for value—especially when it comes to homes with history.

With a background in historic preservation and a reputation for honest, strategic guidance, Dolores knows how to position properties to attract serious buyers and maximize results. Her calm, confident approach helps sellers navigate even the most complex sales with ease, and her long-standing relationships in the community give her clients an edge before the sign even hits the lawn.



RACHEL PERSON-CANDELORA

REALTOR MA/NH

C: 978 873 6358

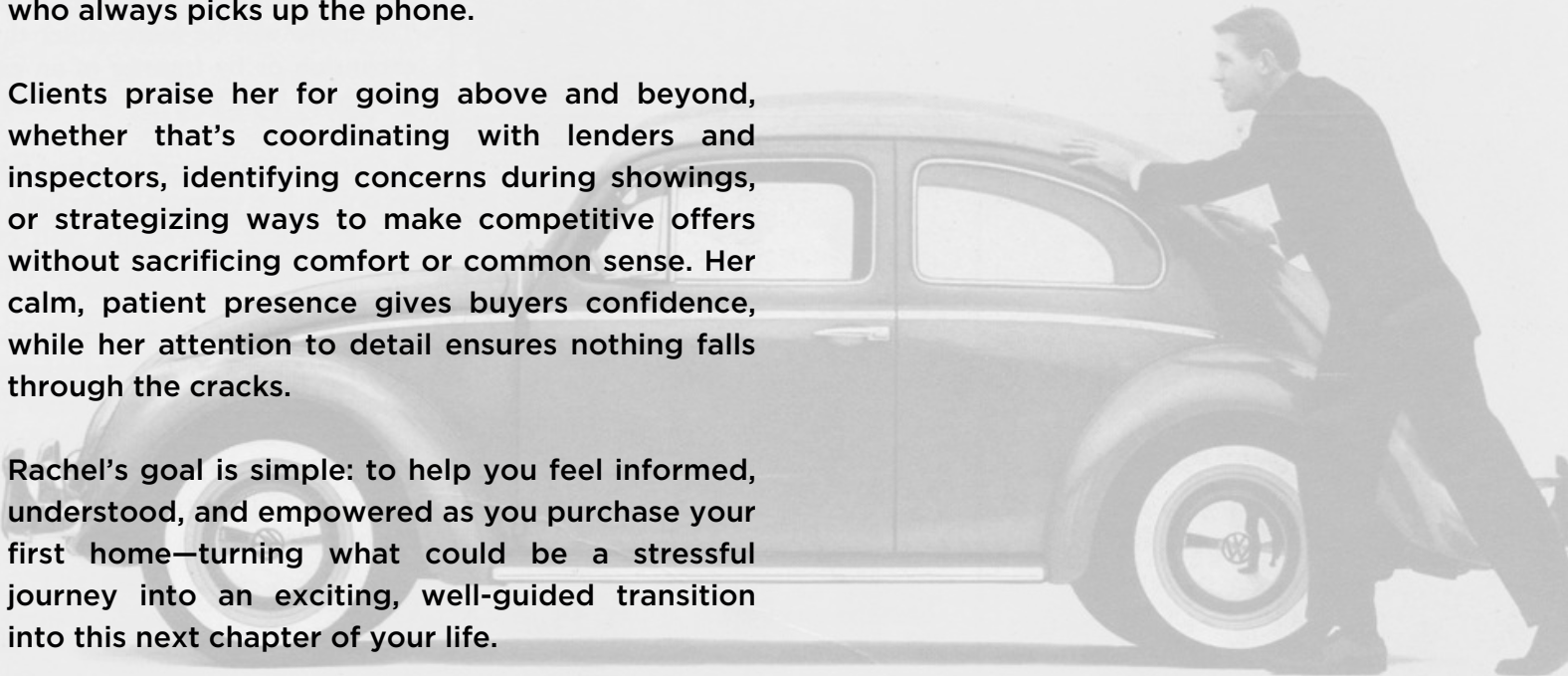
E: RACHEL.PERSON@RAVEIS.COM

First-time buyers often say that working with Rachel feels like having a knowledgeable, steady, and genuinely supportive guide in their corner. Known for her responsiveness, clear communication, and ability to simplify even the most complicated parts of the process, Rachel ensures her clients never feel overwhelmed or unprepared.

Her buyers repeatedly highlight how she educates without pressure, breaks down each step in plain language, and advocates fiercely for their best interests. Rachel brings a modern, data-driven understanding of the market, paired with an intuitive sense of what first-time buyers need—steady updates, honest guidance, and someone who always picks up the phone.

Clients praise her for going above and beyond, whether that's coordinating with lenders and inspectors, identifying concerns during showings, or strategizing ways to make competitive offers without sacrificing comfort or common sense. Her calm, patient presence gives buyers confidence, while her attention to detail ensures nothing falls through the cracks.

Rachel's goal is simple: to help you feel informed, understood, and empowered as you purchase your first home—turning what could be a stressful journey into an exciting, well-guided transition into this next chapter of your life.



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And if you run out of gas, it's easy to push.

WHAT YOU CAN EXPECT FROM US

Detailed Market Knowledge: You can count on our in-depth understanding of local real estate trends, pricing, and inventory to find you the best options.

Skilled Negotiation: Our negotiation skills ensure you're getting the most favorable terms and prices, a fundamental advantage in any real estate transaction.

Dedication to Your Needs: Like a dedicated coach, we prioritize truly understanding your specific needs and tailor the home search to fit those unique requirements.

Responsiveness: We are available to address your concerns and questions promptly, providing the attentive service you rightly expect.

Professional Networks: Our extensive network of contacts within the industry includes lenders, inspectors, contractors, and other agents, all to benefit your home buying experience.

Educational Approach: You'll be fully informed throughout the process. We believe in empowering clients with knowledge, so decision-making becomes a transparent and collaborative effort.

Ethical Standards: Honesty and integrity are the cornerstones of our service, ensuring you can trust the advice and guidance you receive.

Problem-Solving Skills: Any challenges that arise will be met with strategic problem-solving skills, designed to keep your purchase on track.

Closing Expertise: We oversee the complexities of the closing process, ensuring all the paperwork and legal details are handled efficiently and correctly.

Persistence: No matter the market conditions, we persistently advocate for your interests, relentlessly pursuing the best outcome for you.



CUSTOMER TESTIMONIALS

Purchasing a home, in northeastern MA is not for the faint-hearted. A rollercoaster of emotions is an understatement. Having Rachel in our corner for every insane step of the adventure was key. She handled my absolute insanity, and anxiety with precision and expertise I imagine she's gained over years of experience. I couldn't imagine having achieved closing on our forever home without her. Personable, real, relatable, professional as required, but genuine and blunt when I needed grounding. Everything you want in the person handling the biggest financial and emotional transaction of your life.

KASONDRA C.

Working with Rachel was the best decision we made - as first time home buyers we were in uncharted waters, but Rachel was so patient and made sure to explain everything we were doing. She had our best interest in mind during the whole process and we hope to call her again in the future!

ELLEN L.



Read more here

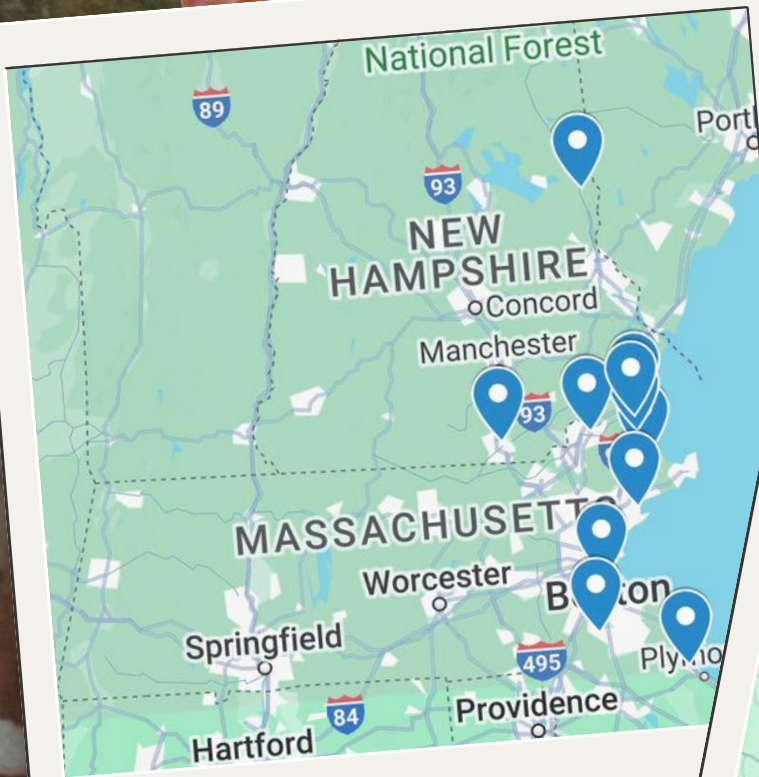
As first time home buyers we initially felt very anxious approaching this endeavor; however, working with Rachel gave us an immediate sense of relief. Throughout the many ups and downs of our home buying process the one constant we had was our confidence in Rachel. This continual reassurance was crucial in our efforts to remain positive. We knew that by working with Rachel we would find what we were looking for—we are so grateful for her persistent effort that led us to our dream home!

DANIELLE W.

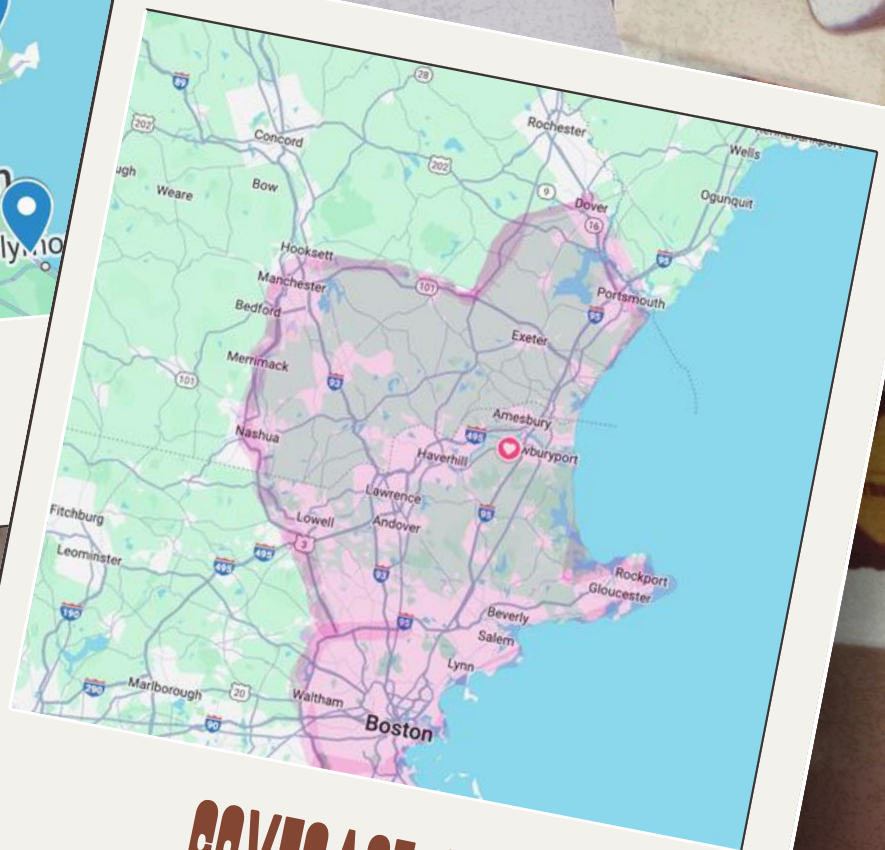


50 Five Star Reviews on Google

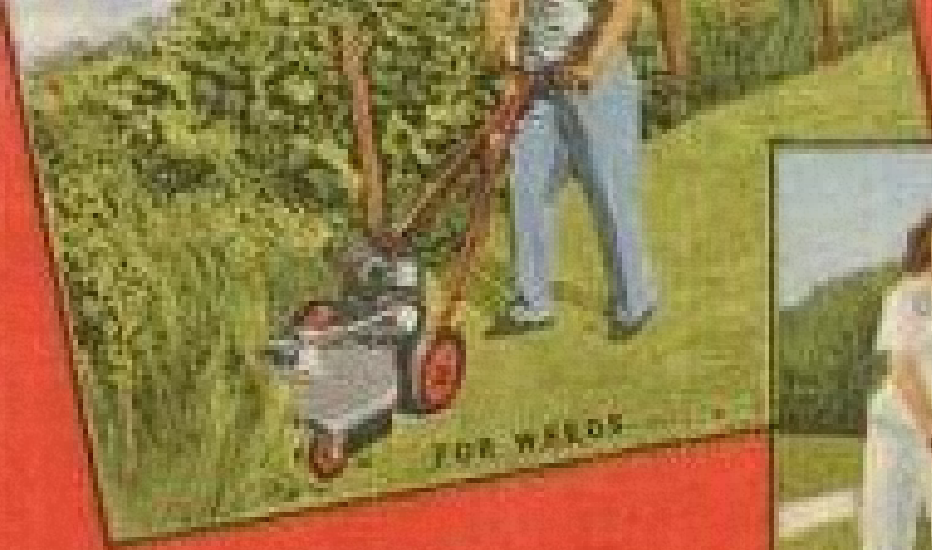




SOLD PROPERTIES



COVERAGE AREA



FOR WEEDS



FOR LAWNS & GRASS

Modern Mower

Getting
Ready to
Buy



ALL-PURPOSE



REAL ESTATE TERMS

PRE-APPROVAL

A pre-approval is the first step to obtaining a mortgage to purchase your home. The banker will perform an analysis on your income, debt, and credit-worthiness. You will need one in order to be ready to put an offer on a house.

OFFER

An offer is a preliminary agreement to purchase a home, and is set between a buyer and a seller.

CONTINGENCY

A contingency related to a property is when the preliminary offer is accepted, pending certain conditions set out by the seller or buyer.

CLOSING COST

The closing cost is the amount that is paid, in addition to the sale price. This can include: taxes, insurance and lender expenses.

EARNEST MONEY DEPOSIT

An Earnest money deposit are funds that are set aside into a trust or an escrow account to show the buyer is serious about the purchase.

TITLE SEARCH

A title search will confirm that the property that is being sold in fact belongs to the seller.

APPRAISAL

An appraisal is the value that is assigned to the real estate asset based on an assessment of the asset, neighborhood, market condition, and more.

HOME INSPECTION

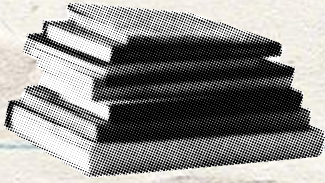
A home inspection is an official review of the real estate asset's current condition. They will help to determine if there is any work needed to be done to the property to bring it to normal working order.

SELLERS DISCLOSURE

The disclosures related to a property will include everything that the sellers know about the property, including any areas that need repairs.

CLOSING

The closing part of the real estate sale is when the money and keys are exchanged.



REAL ESTATE TERMS

OFFER DEADLINE

An offer deadline for a house is usually a specific date and time that the seller sets to receive offers from potential buyers. The deadline is typically communicated through the listing agent or real estate website and is usually within a few days to a week after the property is listed.

PURCHASE + SALE AGREEMENT

This is the second contract signed between the buyer and seller of real estate. It sets out the obligations of each party from the time the property is taken off the market to the closing.

HIGHEST AND BEST

In real estate, the term "highest and best" refers to the highest price and most favorable terms that a seller can obtain for a property in a particular market. It is the concept of getting the best possible offer from potential buyers through open bidding or negotiation. It involves weighing various offers from different buyers and selecting the one that offers the most favorable terms and highest price. Ultimately, the goal of any seller is to secure the highest and best sales price for their property.

SPECIAL ASSESSMENT

A special assessment is a fee charged by a condo association or HOA to finance specific infrastructure or improvement services that directly benefit a particular property. It is typically used to fund the cost of repairing, maintaining, or updating public amenities, such as roads, sidewalks, roofs, sewer systems, etc. The assessment may be a one-time charge or a monthly charge for a designated period. The payment of the special assessment is mandatory and non-payment can result in a lien against the property.

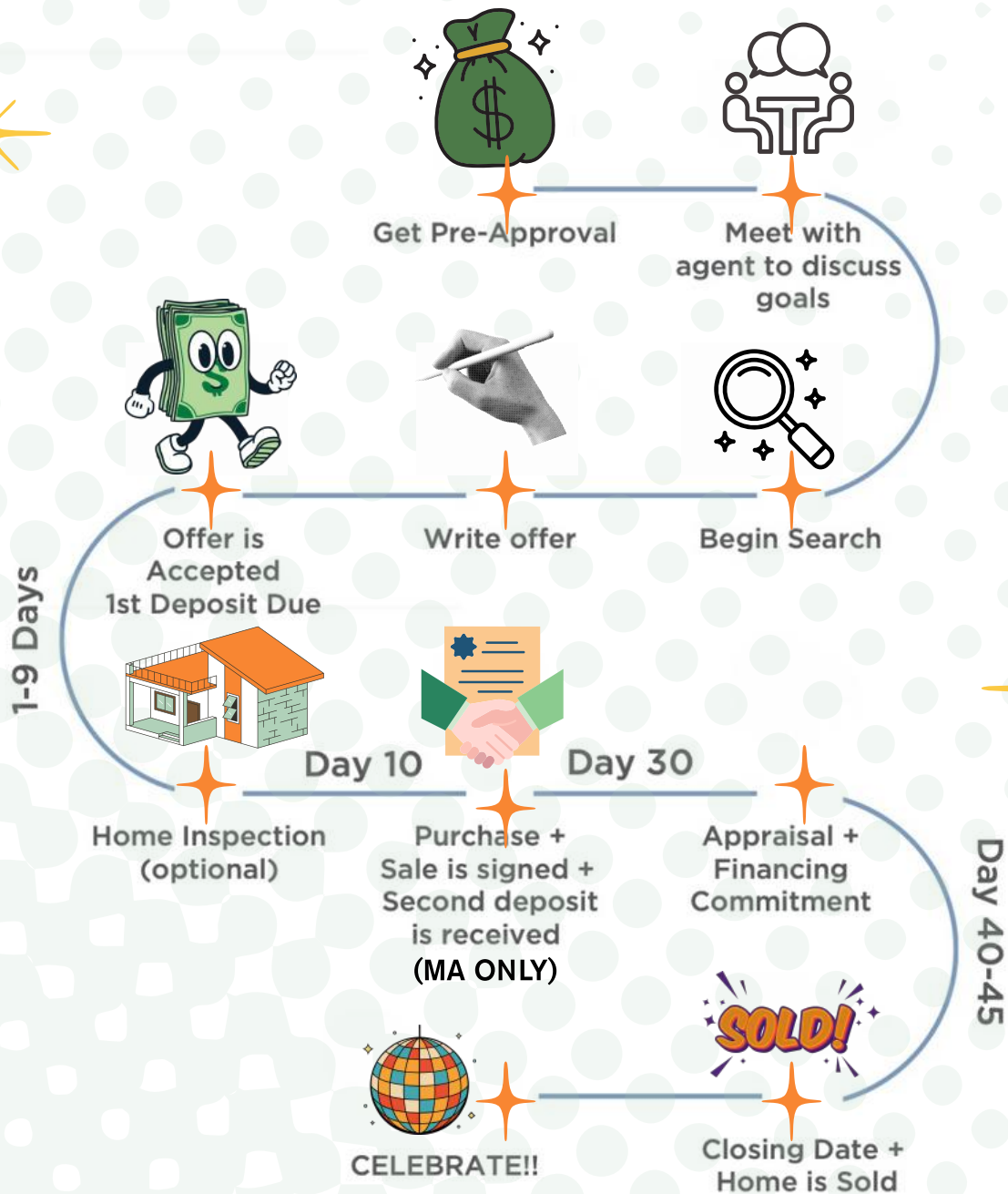
SELLER CONCESSIONS

Seller concessions are a negotiating tool used in real estate transactions where the seller agrees to pay some or all of the buyer's closing costs, pre-paid expenses, or other fees associated with the purchase of a home. The concession is often made as an inducement to the buyer to purchase the property, and it may be offered as a flat fee or as a percentage of the sale price. This can be beneficial for the buyer as it may reduce the amount of money they need to bring to the closing table, making the purchase more affordable.

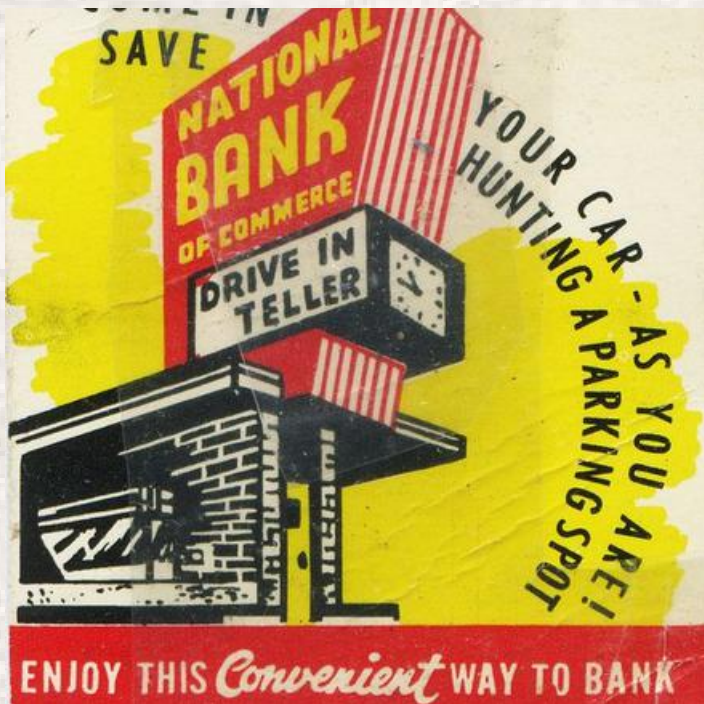
ASSESSED VALUE

the assessed value of a home is the value assigned by the local government assessor's office for tax purposes. This value is determined by analyzing various factors such as the size, location, and condition of the property. It is important to note that the assessed value may not necessarily reflect the market value or selling price of a home.

HOMEBUYER TIMELINE



Note: This is only a high level overview of a buy-side process. For more detailed steps, please refer to your real estate agent.



Financing your first home doesn't have to feel overwhelming. One of the biggest decisions you'll make early on is choosing the right type of lender. Most buyers end up working with either a portfolio lender or a mortgage broker — and each one comes with its own strengths.

PORTFOLIO LENDERS

A portfolio lender is a bank or credit union that uses its own money to fund your mortgage — and they keep your loan instead of selling it. What this means for you:

- They decide their own rules, but they're often more conservative.
- They usually require higher credit scores and stronger financial profiles.
- Because they keep loans in-house and manage their own risk, they often offer lower interest rates.
- Programs may be limited, but the terms can be excellent if you qualify.

Portfolio lenders are a great choice if you have strong credit, stable income, and want potentially lower rates from a traditional bank.

GETTING PRE-APPROVED

WHAT TYPE OF LENDER IS RIGHT FOR YOU?

MORTGAGE BROKERS

A professional who shops your loan across multiple lenders.

Mortgage brokers don't lend money themselves. Instead, they compare rates and programs across banks, credit unions, wholesale lenders, and niche loan products that the average buyer wouldn't know exist. What this means for you:

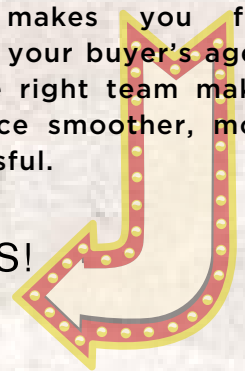
- Access to a wide variety of loan options
- Programs that traditional banks don't offer
- Potentially lower-rate alternatives not available through portfolio lenders
- More flexibility for unique income or credit situations
- Someone who shops dozens of lenders for you at once

Mortgage brokers shine when buyers need options, have a specific financial scenario, or want the most competitive terms across multiple lenders.

WHICH SHOULD YOU CHOOSE?

There's no one-size-fits-all answer. The right choice depends on your credit profile, comfort level, and long-term goals. The best lender is the one who explains your options clearly, responds quickly, and makes you feel supported. Your lender and your buyer's agent work as a team — and the right team makes your homebuying experience smoother, more confident, and far less stressful.

NEED LENDER RECOMMENDATIONS? ASK US!



HOW DOES A BUYER'S AGENT GET PAID?

Buying your first home is a big moment, and having someone experienced on your side makes the entire process safer, smoother, and far less stressful. Recent industry changes have updated how buyer's agents are paid, but the goal is still the same: you get knowledgeable, honest representation that protects your best interests.

How Agent Compensation Works Now

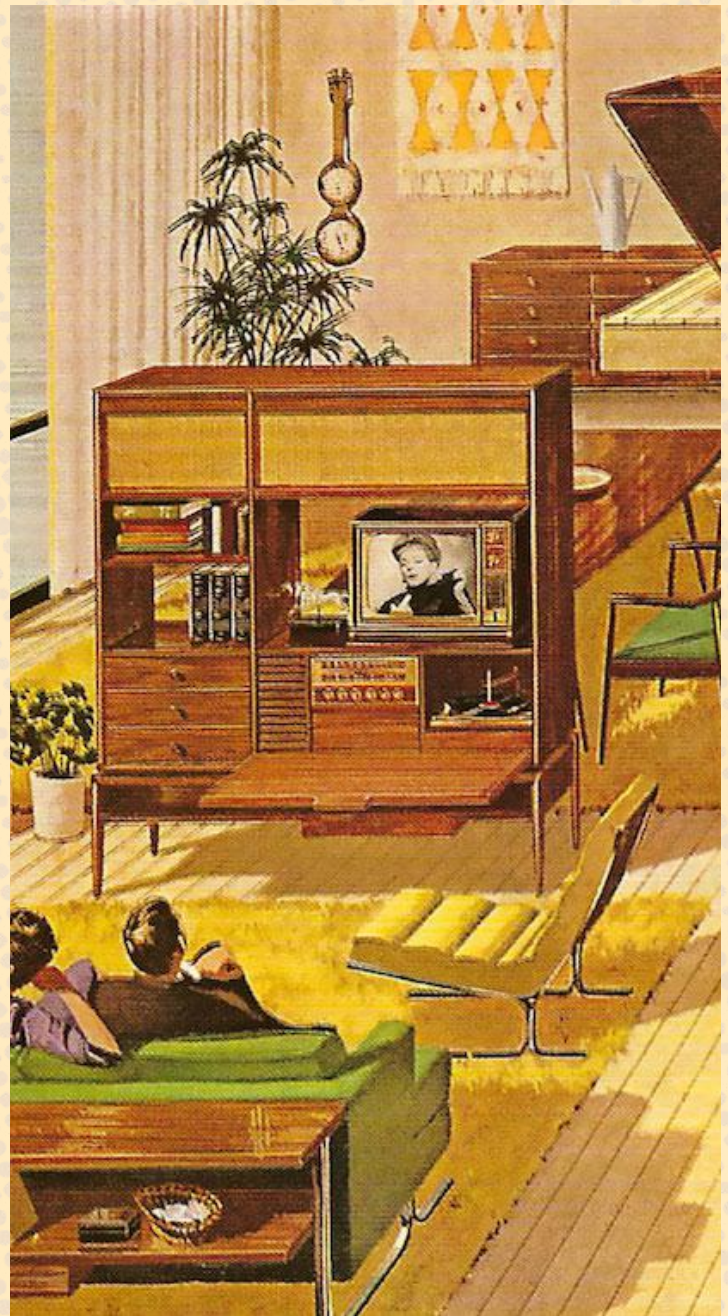
In the past, the seller's side often offered a set commission to the buyer's agent through the MLS. That is no longer automatic. Now, your agent's compensation is simply agreed on between you and your agent in a Buyer Representation Agreement — a short document that explains what your agent will do for you and how they will be paid. Most buyers choose one of two options:

1. Seller Contribution (Negotiated in Your Offer)

Your agent can ask the seller to cover some or all of your agent's fee as part of your offer — the same way buyers sometimes ask for closing cost help. **This is still the most common route.**

2. Buyer-Paid Compensation

If the seller won't contribute, you may pay your agent's fee at closing. You'll always know this upfront, so there are no surprises. **Why You Sign a Buyer Representation Agreement. This is highly uncommon.**



Before you can tour any home, even just one, the new rules require a written agreement.

This agreement:

- Explains exactly what your agent will do for you
- Outlines how compensation works
- Sets the timeline for your working relationship
- Protects you by ensuring full transparency
- It's simply a clear understanding of how we work together so you always know what to expect.



LOOKING FOR HOMES

HOME SEARCH TIPS

Know your must-haves vs. nice-to-haves
Focus on what truly matters (layout, location, lot size) and stay flexible on cosmetic items.

Choose your neighborhoods first
Schools, commute, amenities, and lifestyle should guide where you look — not just the homes themselves.

Pay attention to resale value
Even if you're planning to stay long-term, buying in a strong, stable area protects your investment.

Look beyond the photos
Homes can show better or worse online. Touring in person gives you a true feel for space, light, and flow.

Don't chase perfection
No home checks every single box. Look for the right structure and location — the rest you can improve over time.

Keep renovation costs in mind
Cosmetic updates are manageable; major structural or mechanical repairs require bigger planning.



Check the age of big-ticket items
Roof, HVAC, water heater, windows. These affect comfort and long-term costs.

Visit at different times of day
Morning traffic, evening noise, and nighttime lighting can change your experience of the neighborhood.

Drive the commute.
Your daily routine matters. Test out your routes before committing.
Be emotionally prepared.

The right home often appears when you least expect it.
Stay patient and grounded.
Work closely with your agent. Share feedback after each showing. The more your agent knows, the faster you'll find "the one."

MAKING AN OFFER

Lead With a Clean, Complete Package

Submit your pre-approval, proof of funds, and any required disclosures with your offer. A clean file tells the seller you're organized, serious, and ready to move.

Match the Seller's Timeline

Ask your agent what the seller needs. A fast close, extra time to move, or flexibility. Meeting their timeline can sometimes matter more than price.

Keep Your Terms Simple

The fewer complications, the smoother the deal feels to the seller. Clean contingencies, straightforward financing, and a clear deposit structure help your offer stand out.

Show You Understand the Home

Demonstrate that you appreciate the property as it is — not as a negotiation project. Positive, grounded framing builds trust with the seller.

Be Ready to Move Quickly

Homes that check the big boxes move fast. When the right one hits, respond promptly so you're positioned ahead of competing buyers.



HOW TO COMPETE IN A MULTIPLE OFFER SITUATION

Use an Escalation Clause

An escalation clause automatically increases your offer by a set amount if a competing offer comes in higher. It allows you to stay competitive without dramatically overpaying upfront. This strategy shows the seller you're serious while protecting you with a clear maximum price you're comfortable with.

Offer a larger 1st deposit

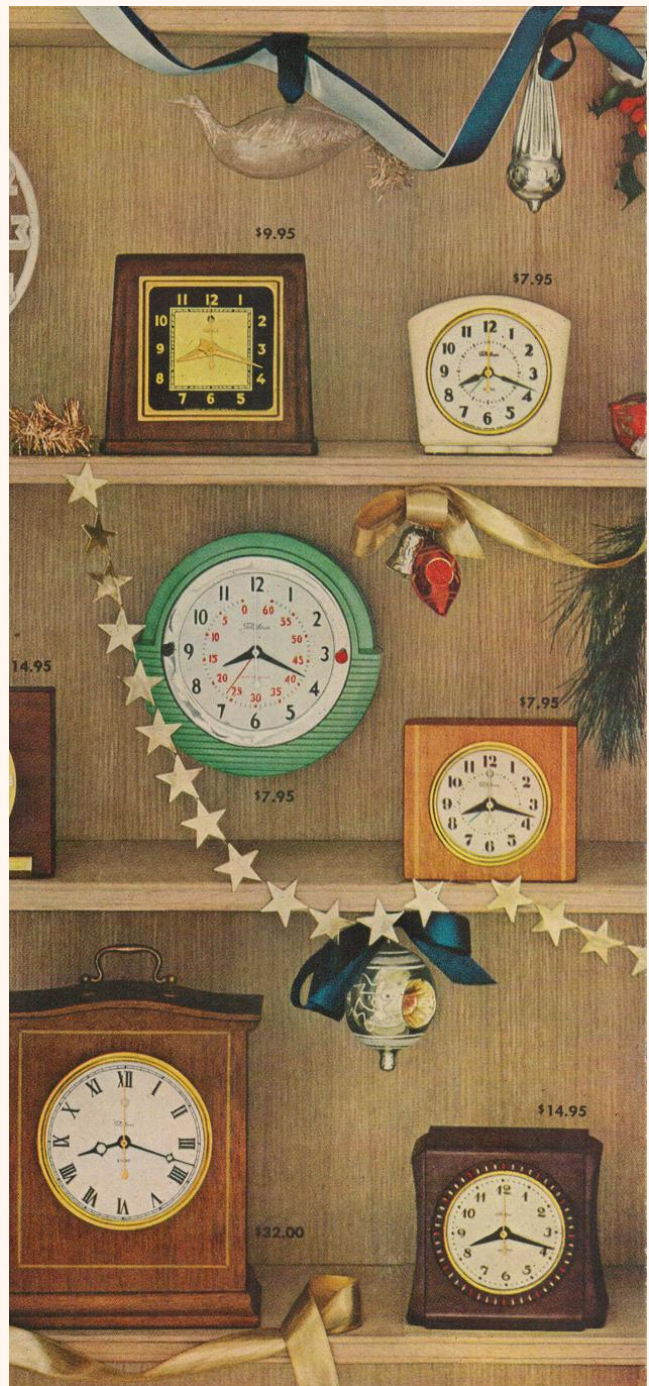
Most buyers offer a deposit of \$1,000. By offering more money as an initial deposit, it shows the seller you are serious about your offer.

Make your inspection period shorter

Most inspection periods are 10 days. Sellers like shorter inspection periods because if the deal falls apart after inspection, they can put the home back on the market quickly, without losing a lot of time.

Contingencies

A standard Contract to Purchase includes several built-in protections for buyers — most commonly the inspection and mortgage contingency. Today, the inspection contingency cannot be waived, as it exists to safeguard your health, safety, and financial well-being.



The mortgage contingency, however, is still optional. Some buyers consider adjusting or waiving their mortgage contingency to strengthen an offer, but this is not the right move for everyone. It's important to talk through the risks and benefits with your agent so you can make an informed choice that matches your comfort level and financial position.



MY OFFER WAS ACCEPTED... NOW WHAT?

- ☐ **PAY YOUR FIRST
DEPOSIT**
- ☐ **HIRE A REAL ESTATE
ATTORNEY [MA ONLY]**
- ☐ **SCHEDULE YOUR HOME
INSPECTION**
- ☐ **CONTACT YOUR LOAN
OFFICER TO LET THEM
KNOW YOU ARE UNDER
CONTRACT**

THE DAYS OF WAIVING INSPECTION ARE OVER!

UNDERSTANDING THE NEW HOME INSPECTION LAW IN MASSACHUSETTS

Massachusetts recently updated its laws to make home inspections fairer and safer for buyers. Here's what you need to know:

Your Inspection Rights Are Protected

You can no longer be pressured or encouraged to skip an inspection. Sellers and listing agents cannot:

- Require you to waive your inspection
- Suggest your offer will be stronger if you waive it
- Add contract terms that make an inspection impossible or meaningless

Your right to inspect is now fully protected. You'll Get a Required Disclosure Form Before you sign a purchase agreement, the seller must give you a Home Inspection Disclosure stating:

- You have the right to an inspection
- You can choose any licensed inspector
- Your inspection rights cannot be waived or limited

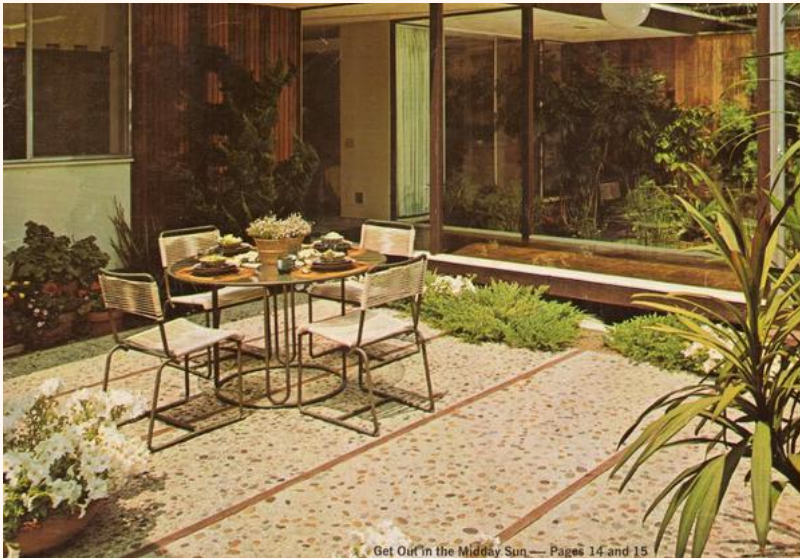
You Still Choose Whether to Inspect

The law protects your opportunity — it doesn't force you to use it.

Most buyers choose to inspect because it helps you understand the true condition of the home.

Your inspection is your protection, and Massachusetts now guarantees you have the full right to it — without pressure, conditions, or fine-print tricks.





WHAT IS COVERED DURING A HOME INSPECTION

A home inspection gives you a clear picture of the property's overall condition. Here's what the inspector typically reviews:

- **Structure:** Foundation, framing, and any signs of movement or major cracks.
- **Roof:** Age, condition, leaks, and overall life expectancy.
- **Exterior:** Siding, trim, windows, doors, and visible damage.
- **Plumbing:** Pipes, drains, water pressure, water heater, and leaks.
- **Electrical:** Panel, wiring, outlets, safety concerns, and fixture operation.
- **Heating & Cooling:** HVAC systems, functionality, and visible defects.
- **Interior:** Walls, ceilings, floors, stairs, and general condition.
- **Insulation & Ventilation:** Attic and crawlspaces, airflow, and moisture issues.
- **Built-In Appliances:** Ensuring included appliances operate as expected.
- **Fireplaces:** Basic structural check; specialists may be recommended if issues appear.
- **Drainage & Grading:** Water flow around the home to prevent moisture problems.
- **Windows & Doors:** Proper operation, sealing, and signs of wear.
- **Decks & Porches:** Stability, safety, and signs of rot or deterioration.
- **Safety Issues:** Visible hazards, including recommendations for radon or carbon monoxide testing.

ADDITIONAL HOME INSPECTION ADD-ONS [PROPERTY DEPENDANT]

SEPTIC INSPECTION [NH ONLY]

MOLD TESTING

WELL WATER QUALITY TEST

RADON TESTING

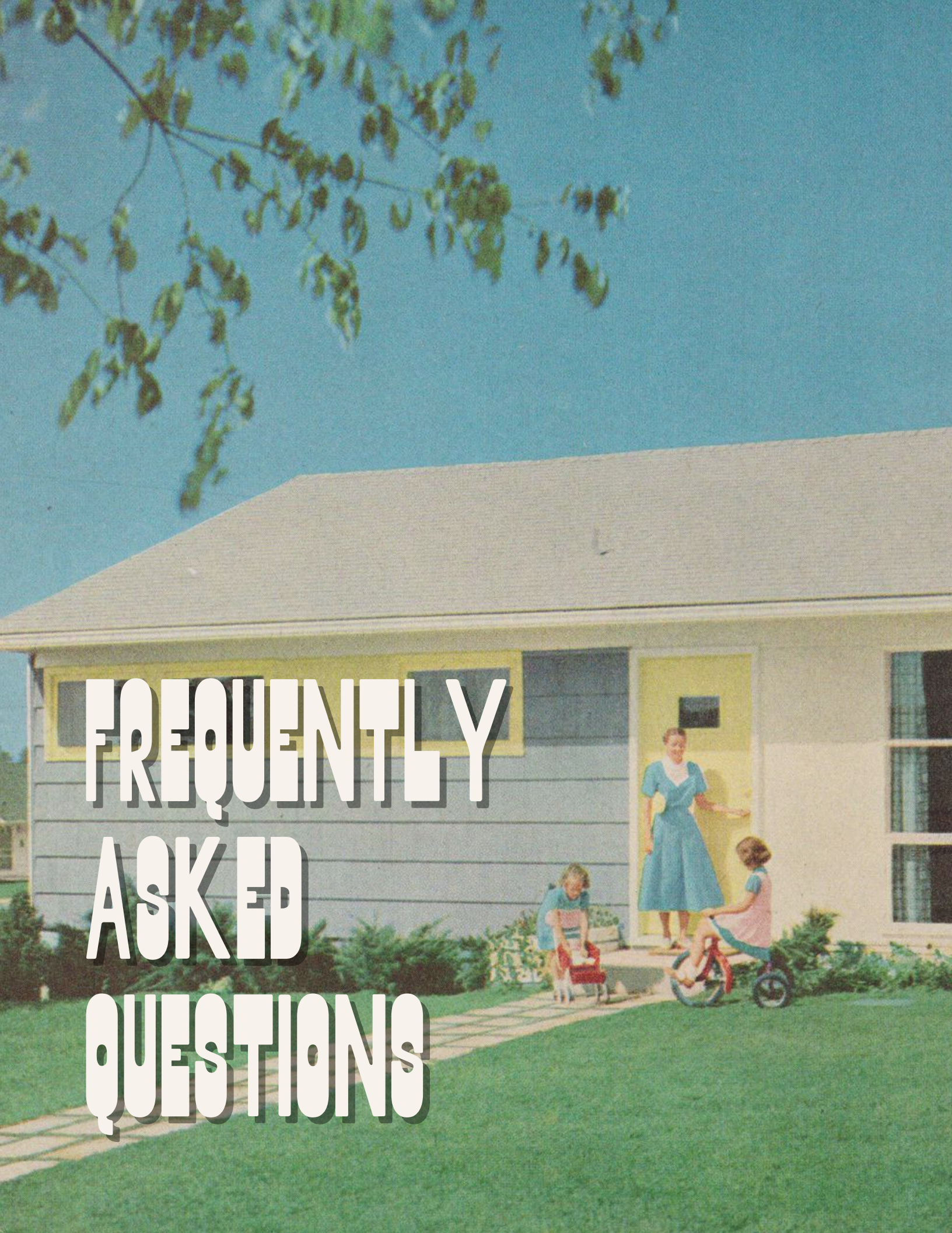
PEST INSPECTION

POST INSPECTION CHECKLIST

- ☐ **Formally submit your loan application**
- ☐ **Attorney review of the purchase and sale agreement (MA only)**
- ☐ **Sign the Purchase and Sale (MA Only)**
- ☐ **Pay Second Deposit (MA only or if offered in NH)**



h **SUPER-STICK**. They stick better, protect

A color photograph of a woman and two children in front of a single-story house. The woman, wearing a blue dress, stands in the yellow doorway. To her left, a young child in a blue shirt is pushing a red toy stroller. To her right, another child in a pink dress is riding a red tricycle. The house has grey horizontal siding and a yellow door. A tree with green leaves is in the upper left corner. The sky is clear blue.

FREQUENTLY ASKED QUESTIONS

FAQ



Q: What is a pre-approval and why is it important?

A: Pre-approval is when a lender evaluates your finances and provisionally commits to giving you a loan up to a specified amount. It's provided in a pre-approval letter which you present when making an offer on a home. We require pre-approvals to see properties.

Q: How much of a down payment do I need?

A: The down payment for a house can range from 0% to 20% or more, depending on the loan program. For instance, VA loans and USDA loans can offer zero down payment options, while conventional loans often require a higher percentage down. Gift funds, inheritances, and funds from 401(k)s are also potential sources for your down payment. It's essential to review your financial situation and discuss with your lender to determine the down payment that fits your home buying goals.

Q: What is title insurance and do I need it?

A: Title insurance is a form of indemnity insurance that protects lenders and homebuyers from financial loss sustained from defects in a title to a property. There are two types of title insurance:

Lender's Title Insurance: This is usually required by the mortgage lender and only protects the lender's interest in the property.

Owner's Title Insurance: This is optional and protects the buyer's equity in the property.

Title insurance can safeguard against issues like errors in public records, unknown liens, illegal deeds, forgery of deed documents, undisclosed heirs, and other unforeseen legal or financial problems that might arise related to the title of the property.

FAQ



Q: What are mortgage points?

A: Mortgage points, also known as discount points, let you make a tradeoff to lower the interest rate on your mortgage. In exchange for paying an upfront fee, your interest rate — and thus your monthly payment — is reduced. Points are paid at closing and increase your closing cost.

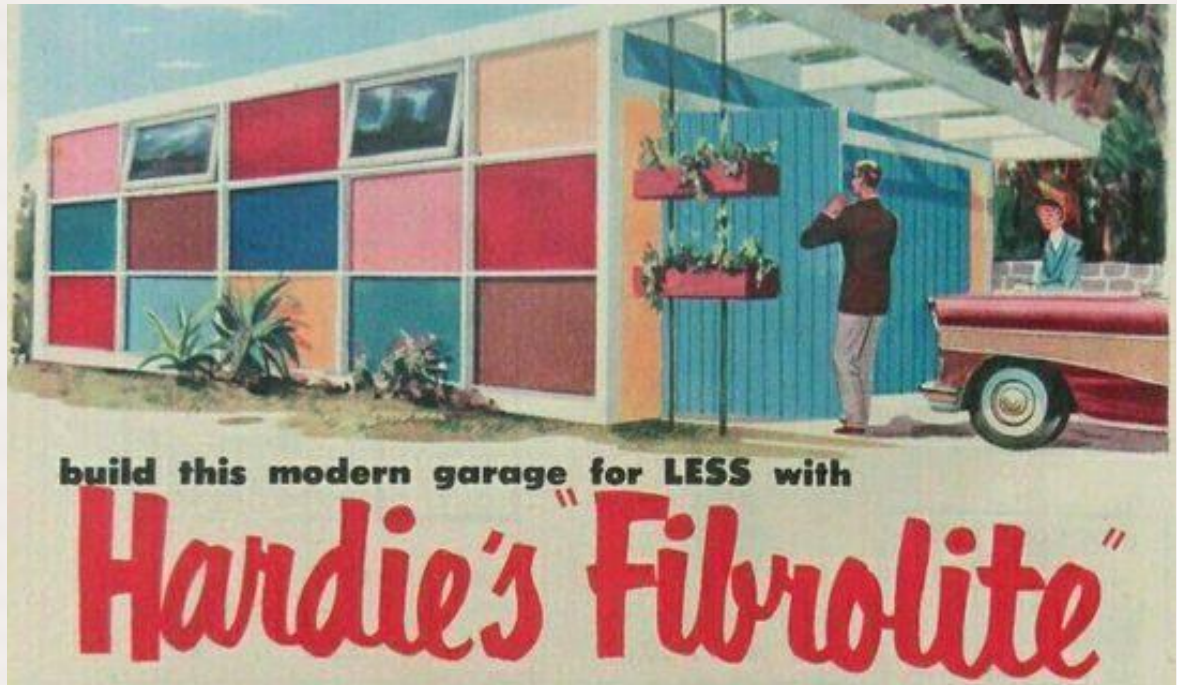
Each point equals 1% of the loan amount. For example, one point on a \$200,000 loan would be 1% of the loan, or \$2,000. Points aren't always round numbers either. You can pay 1.25 points, 0.5 points, or even 0.125 points.

Q: What is private mortgage insurance (PMI)?

A: Private mortgage insurance is a type of insurance you may be required to purchase if you have a conventional mortgage. Buyers who make a down payment less than 20% of the home's purchase price are typically required to purchase PMI. PMI is meant to protect the lender, and helps them alleviate some of the risk if you stop making payments on your loan.

PMI is arranged by the lender and is provided by a private insurance company. In many cases, PMI is added to your mortgage payment, though your lender may have options to pay your PMI in one upfront premium paid at closing or a combination of upfront and monthly premiums.

FAQ



Q: What's a first-time homebuyer loan?

A: Grants and loan programs for eligible first-time homebuyers are available at the local and national levels throughout the U.S. These programs make it easier for people to become homeowners through smaller required down payments, lower closing costs, and easier credit qualifying.

One such program is the Department of Housing and Urban Development's Federal Housing Administration loan. These loans are offered by private lenders but are insured by the FHA, which allows lenders to give you a better deal. This can mean a lower credit score requirement, lower closing costs, and a down payment as low as 3.5% of the purchase price, instead of the 20% required with many conventional loans.

Q: What happens at a real estate closing?

A: A real estate closing is where the sale is finalized. It typically involves:

Signing Documents: All parties review and sign necessary paperwork, including the deed and loan documents.

Final Walk-Through: The buyer may perform a final inspection of the property.

Payment: The buyer pays the remaining balance and closing costs.

Recording: The deed and mortgage are recorded in public records.

Keys: Once the paperwork is complete **and the deed is on record**, the buyer receives the keys.

FAQ



Q: What's a debt-to-income ratio?

A: Your debt-to-income ratio measures how much of your monthly gross income goes toward repaying your debts. This percentage is one way lenders judge your ability to repay the mortgage loan. To calculate your debt-to-income ratio, divide your total monthly debt payments by your gross monthly income.

For example, say you have a mortgage payment of \$1,300 a month, a \$200 car payment, and you pay another \$300 a month toward credit card debt. Your monthly debt payments are \$1,800.

$$\$1,300 + \$200 + \$300 = \$1,800$$

If your gross monthly income is \$5,000, then your debt-to-income ratio is 36%.

$$\$1,800 \div \$5,000 = 36\%$$

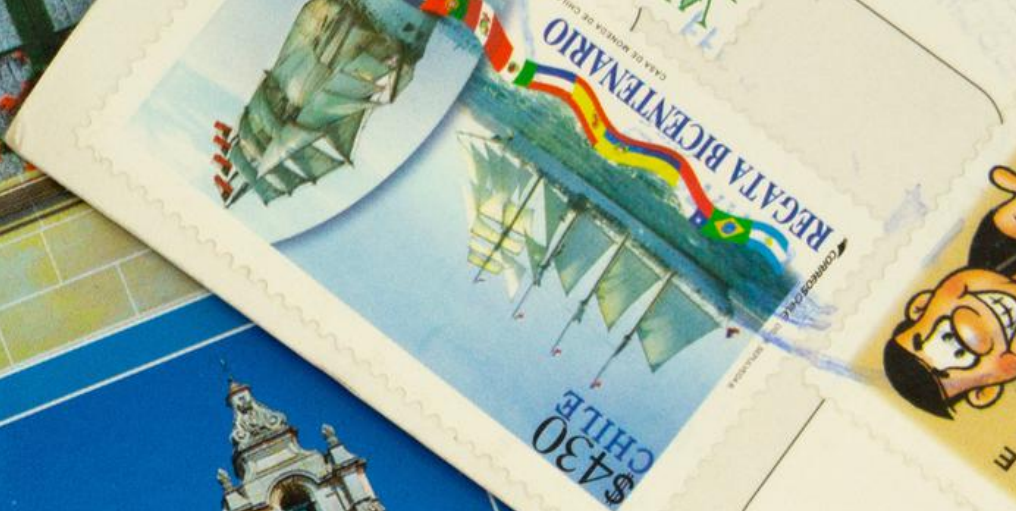
According to the Consumer Financial Protection Bureau (CFPB), a 43% debt-to-income ratio is typically the highest ratio a borrower can have and still get a qualified mortgage. A qualified mortgage is a type of mortgage that meets certain federal guidelines to help ensure that the borrower will be able to afford their loan.

Q: Is the seller required to make repairs on items that come up during the home inspection?

A: In most real estate transactions, the seller is not automatically required to make repairs that come up during the home inspection. The home inspection is meant to inform the buyer of the condition of the property. Negotiations may occur after the inspection, where the buyer can request repairs, a reduction in the sale price, or credit at closing to handle the repairs themselves. Whether the seller agrees to any of these requests is part of the negotiation process and will depend on various factors, such as the market conditions, the extent of the issues found during the inspection, and the specific terms of the contract.



SAMPLE CONTRACTS



AT-90256

Uello!

PRIOR



Greetings
from
Dennisport, Cape Cod, Mass.

011
sing.com





Commonwealth of Massachusetts

BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

<http://www.mass.gov/ocabr/licensee/dpl-boards/re/>

MASSACHUSETTS MANDATORY LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE

THIS IS NOT A CONTRACT

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific residential property. If there is no personal meeting between you and the licensee, this form must be presented electronically or through some other means before the licensee enters into a contract with a consumer. Residential property is defined as land with a building intended for use as a one to four-unit residential dwelling or the purchase or sale of land on which a building is intended to be constructed for use as a one- or two-unit residential dwelling. In the event this relationship changes an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a licensee to provide advice, assistance and representation to you as your agent. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one: ☐ Seller's agent ☒ Buyer's agent ☐ Facilitator

If seller's or buyer's agent is checked above, the licensee must complete the following section:

Check one: ☐ Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the

☐ Seller ☐ Buyer

☒ Designated Agency

Only the licensee named herein represents the

☐ Seller ☒ Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

Signature of Licensee

Printed name of Licensee

License #

☐ Broker ☒ Salesperson

Today's Date

Name Real Estate Brokerage Firm

Brokerage Firm License #

Signature of consumer

Printed name of consumer

☐ Buyer ☐ Seller

Today's Date

Signature of consumer

Printed name of consumer

☐ Buyer ☐ Seller

Today's Date

☐ Check here if the consumer declines to sign this notice.

Last Revised September 20, 2021

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. 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 licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. 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 licensee works as a facilitator that licensee assists the seller and/or 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 present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. 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, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.

(BINDING CONTRACT. IF LEGAL ADVICE IS DESIRED, CONSULT AN ATTORNEY.)

From: **BUYER(S):**
Name(s): Jane Doe
Address: 123 Main Street
Newburyport, MA
01950

To: **OWNER OF RECORD ("SELLER"):**
Name(s): John Doe
Address: 345 High Street
Newburyport, MA
01950

Rachel Person-Candelora

(Name of Licensee)

affiliated with

William Raveis

(Name of Brokerage)

duly licensed in the Commonwealth of Massachusetts, is operating in this transaction, pursuant to a separate agreement as:

☒ **BUYER's Agent** ☐ **SELLER's Agent** ☐ **Facilitator** ☐ **Dual Agent**
on behalf of Jane Doe

(Name of Client – Buyer or Seller)

(This provision does not eliminate the requirement to have a signed Massachusetts 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 345 High Street
Newburyport, MA 01950 together with all buildings and improvements thereon (the "Premises") to which BUYER has been introduced by Rachel Person-Candelora upon the following terms and conditions:

1. **Purchase Price:** The BUYER agrees to pay the sum of \$ 500,000 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

i. \$ 1,000 as a deposit to bind this Offer

☐ and delivered herewith to the Seller or Seller's agent

☒ or to be delivered forthwith upon receipt of written acceptance

ii. \$ 24,000 as an additional deposit upon executing the Purchase and Sale Agreement

iii. Balance by bank, cashier's, treasurer's or certified check or wire transfer at time of closing.

most deposits are 5% of the sale price. It can be less though

2. **Compensation to Buyer Broker.** (Delete if waived) the BUYER's obligations under this agreement are subject to SELLER'S agreement to pay ☒ % of the gross selling price of the Premises or ☐ a flat fee of \$ _____ dollars to

William Raveis, The Dolores Pe, the "BUYER'S BROKER" at the time of closing. (check one of the following):

☐ This compensation is independent of and in addition to the _____ (\$/%) offer of compensation made by the LISTING BROKER to the BUYER's BROKER.

☒ There is no offer of compensation made by the LISTING BROKER to the BUYER'S BROKER or that offer was rejected.

3. **Duration of Offer.** This Offer is valid until 10 X a.m./□p.m. on 1/15/26 by which time a copy of this Offer and attached Addenda, if any, 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.**

4. **Purchase and Sale Agreement.** The SELLER and the BUYER shall, on or before 5 a.m./☒p.m. on 1/25/26 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.

5. **Closing.** The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 10 X a.m./□p.m. on 2/15/26 at the ESSEX County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

anywhere from 25 - 60 days from offer to close



6. **Escrow.** The deposit shall be held by Listing Brokerage, 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. who holds your deposit money

7. **Inspection Contingency.** The BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are subject to the BUYER'S right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, a home inspection in accordance with 760 CMR 74.00 by a licensed Massachusetts home inspector; 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 01/25/2026.

If the results are not satisfactory to BUYER, (choose one)

☐ in BUYER'S sole discretion,

☐ and the estimated aggregate cost of repairs exceeds \$ _____ as indicated in writing by consultant(s) regularly in the business of providing such repairs, remediations, or improvements:

i. 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. Upon receipt of such notice this agreement shall be void and BUYER and SELLER authorize Escrow Agent to return all monies deposited by BUYER to BUYER.

ii. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER, the listing broker, the BUYER'S broker and affiliated agents, are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered and/or claims arising out of a violation of M.G.L. c. 143 § 101.

iii. The BUYER'S right to conduct a home inspection in accordance with 760 CMR 74.00 cannot be waived.

iv. Additional Provisions: _____

8. **Mortgage Contingency.** (Delete if waived) The BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon BUYER obtaining a written commitment for financing in the amount of \$ LOAN AMOUNT at prevailing rates, terms and conditions by 20-30 days 02/10/26 (insert date).

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 reasonable efforts to obtain financing unless the BUYER has submitted one application by 7 days from offer (insert date) and acted reasonably promptly in providing additional information requested by the mortgage lender. acceptance to submit loan application

9. **Representations/Acknowledgments.** The BUYER acknowledges receipt of a **Massachusetts Mandatory Real Estate Licensee-Consumer Agency Disclosure, Property Transfer Lead Paint Notification and Certification** (for residences built before 1978), **Massachusetts Mandatory Residential Home Inspection Disclosure** and **Home Inspectors Facts for Consumers** brochure (prepared by the Office of Consumer Affairs). BUYER represents that the date set forth in the Inspection Contingency provides BUYER a reasonable opportunity to conduct inspections. The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: _____

NONE

(If none, write "NONE").



(With Contingencies)



MASSACHUSETTS
ASSOCIATION OF REALTORS®

10. 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.

11. Additional Terms.

Any additional request or terms go here

Jani Dr *1/14/26*
BUYER Date

BUYER

Date

SELLER'S REPLY

SELLER(S): (check one and sign below)

- ☐ (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:

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

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.

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



EXCLUSIVE BUYER AGENCY AGREEMENT #703 (Page 1 of 3)
(With Consent to Designated Agency)



I/We Jane Doe ("BUYER") hereby grant to
William Raveis, The Dolores Pe a real estate broker licensed under the laws of the
Commonwealth of Massachusetts ("BROKER") the exclusive right to locate or procure real property acceptable for BUYER'S
purchase/lease in consideration of the mutual promises set forth below; BUYER and BROKER agree as follows:

1. **Term of Agency.** The Term of this Agreement shall be from 1/1/26 to 4/1/26,
unless extended verbally or in writing or terminated by completion of the purpose or by agreement.

Additional Provisions of Term (if any):

typically
3 months

2. **Broker's Services.** BROKER agrees to use reasonable efforts to locate real property acceptable to BUYER and to assist
BUYER in negotiating terms and conditions of a contract acceptable to BUYER for the acquisition of the real property. The
final decision whether or not a property is acceptable for purchase shall be solely within the discretion of BUYER. The contract
may consist of an accepted offer, purchase and sale agreement, option, deed, exchange agreement, lease or similar
instrument. BROKER agrees to assist in locating properties, arranging showings, analyzing financing alternatives, giving
advice concerning real estate practices and procedures, assist in negotiations, arrange inspections requested by BUYER and
coordinate activities throughout the process. BROKER agrees to preserve confidential information of BUYER, making
disclosure of confidential information solely to the extent necessary to establish BUYER'S financial qualifications, or if required
by law. BROKER agrees to comply with all applicable Federal, State and Local Fair Housing Laws.

Additional Broker Services (if any):

3. **Buyer's Representations/Duties.** The BUYER acknowledges receipt of the **Massachusetts Mandatory Licensee-
Consumer Relationship Disclosure**. BUYER agrees to work exclusively with BROKER during the Term of this Agreement
which includes attending all showings, including open houses, with the knowledge of the BROKER; conducting all
negotiations with the knowledge and assistance of BROKER; cooperating by providing relevant personal and financial
information, including providing BROKER with proof of funds or any lender's pre-approval/pre-qualification documentation;
and cooperating in scheduling and attending showings. BUYER further agrees to refer all potentially acceptable real property
to BROKER during the Term of this Agreement and agrees to notify all other real estate licensees who communicate with
BUYER of BROKER'S exclusive agency relationship with BUYER. BUYER represents that BUYER is not subject to any
earlier buyer representation agreement, or any protection period thereof, with any other broker.

**BUYER understands that this Agreement does not relieve BUYER of the duty to exercise due diligence for BUYER'S
own protection, including the duty to investigate any information of importance to the BUYER.** BUYER understands
that BROKER has not been hired as an attorney, home inspector, pest/termite inspector, septic inspector, surveyor or to
determine the condition of the real property and has not been retained to provide legal advice, to provide an opinion
concerning lawfulness of current or anticipated uses, to perform a title search or to act as a mortgage broker. BROKER
recommends that an attorney and other professionals be hired for such services as BUYER deems appropriate. BUYER shall
also personally investigate particular matters which may be of importance, including, but not limited to the level of crime and
presence of sex offenders. BUYER agrees that such services provided by the BROKER do not constitute a guarantee or
warranty concerning any real property. BUYER agrees that BROKER shall have no duty to disclose any matter or condition
outside the boundaries of the real property being considered for purchase, including, but not limited to, present conditions and
anticipated changes in the neighborhood where the property is located.

4. Broker's Compensation. BROKER's Compensation is not fixed, controlled or recommended by law, or by any person or entity not a party to this Agreement and are fully negotiable. In consideration for the services performed under the Agreement, BUYER agrees to pay BROKER as follows (check and complete as applicable):

- (a) ☐ **Services Fee.** BUYER shall pay BROKER a non-refundable Services Fee in the amount of \$_____
(☐ due and payable upon execution of this Agreement/ ☐ due and payable upon receipt of invoice(s) from BROKER).
Such Services Fee (☐ shall / ☐ shall not) be applied against any Commission owed to the BROKER.
- (b) ☐ **Hourly Fee.** BUYER shall pay BROKER an Hourly Fee of \$_____/per hour for services performed under this Agreement due and payable upon receipt of invoice(s) from BROKER. Such Hourly Fee (☐ shall / ☐ shall not) be applied against any Commission owed to BROKER.
- (c) ☐ **Commission.** In the event BUYER or any person acting for or with BUYER contracts to purchase, lease or otherwise acquires an interest in real property that was presented to the BUYER by the BROKER or their agent during the Term of this Agreement, or any extension thereof, BUYER will pay BROKER at the time of closing as follows:

- ☐ a percentage of the gross sales price equal to _____ %
☐ a flat fee equal to \$_____ dollars.

i. The Commission is due and payable at the time of closing; ~~provided, however, that if the transaction does not close because of any default on the part of the BUYER, the Commission shall become immediately due and payable.~~ The Commission obligation will also apply to purchase or lease agreements executed within 90 days after the expiration or other termination of this Agreement, if the property to be acquired was presented to the BUYER during the Term of this Agreement.

ii. The BROKER shall first seek Commission, if any, offered by the listing broker or otherwise from the transaction (listing broker/seller) and BUYER agrees, but is not required, to use the Massachusetts Association of REALTORS® **CONTRACT TO PURCHASE REAL ESTATE** whereby BUYER may specifically request that the seller pay the BROKER'S Commission. If obtained, BUYER shall receive a credit against any amount owed pursuant to this section. If such Commission cannot be obtained from the transaction, BUYER agrees to pay BROKER any outstanding Commission due at the time set for closing.

- (d) The BROKER is prohibited from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. BROKER further agrees not to filter listings based on offers of compensation to buyer brokers. BUYER understands that the seller is not required to pay the BROKER'S compensation. BUYER expressly consents to BROKER receiving compensation from more than one party.
- (e) All fee disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the local association/board of REALTORS® or, in the event the association/board declines to hear the matter, to the American Arbitration Association (AAA) or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of at least three (3) arbitrators according to the then current rules of the association/board of REALTORS® or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA, and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator. Reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration.

5. Additional Terms. BROKER is authorized to disclose BUYER'S identity. BUYER is advised that sellers or sellers' representatives are not required to treat the existence, terms or conditions of an offer as confidential, unless a confidentiality agreement has been made with the seller before submission of an offer. BUYER acknowledges that the BROKER represents other prospective buyers who may be interested in the same property as BUYER. BUYER agrees that it will not constitute a breach of duty for the BROKER to introduce another prospective buyer to such a property or to assist them with a purchase. BROKER shall maintain confidentiality of material information of each buyer. BROKER is authorized to cooperate with and pay other brokers in connection with the performance of BROKER'S services. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the injury actually suffered.

6. **Consent to Designated Agency.** A designated agent is a real estate licensee who has been appointed by a broker or a salesperson to represent a buyer as a “designated buyer’s agent” or to represent the seller as a “designated seller’s agent.” When a buyer or seller consents to designated agency only that designated agent represents the buyer or seller. Any other agents affiliated with BROKER may represent another party to the transaction and by consenting to designated agency the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients. BUYER is further advised that: (a) the designated buyer’s agent will represent the BUYER and will owe the BUYER the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing BROKER will not represent the BUYER nor will they owe the other duties specified in paragraph (a) to that BUYER, and may potentially represent the seller; and (c) if designated agents affiliated with the same broker represent the seller and buyer in a transaction, the appointing broker shall be a dual agent and neutral as to any conflicting interests of the seller and buyer, but will continue to owe the seller and buyer the duties of confidentiality of material information and to account for funds. **By signing this Agreement, BUYER consents to designated agency.** If designated agency occurs in a transaction, a notice of designated agency will be given. The designated agent(s) for the BUYER is/are: RACHEL PERSON-CANDELORA & DOLORES PERSON. In the event that the designated agent appointed to represent BUYER ceases to be associated with the BROKER, BUYER hereby consents to appointment by BROKER of one or more agents associated with the BROKER to represent BUYER. Written notice of that appointment shall be given by BROKER to BUYER in a timely manner.

7. **Entire Agreement/Governing Law.** This Agreement is the entire agreement between the parties. BUYER has read this Agreement, understands its contents and has received a copy of the same at the time of signing. This Agreement is binding upon the parties’ heirs, successors, and personal representatives. Assignment shall not limit the rights of BROKER. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Unless otherwise stated, this Agreement may not be modified, except in writing signed by both parties.

8. **Other Provisions.**
none.

This is a legally binding contract. If legal advice is desired, consult an attorney.

DATED

BUYER Or Authorized Representative

BROKER Or Authorized Representative

BUYER Or Authorized Representative

Greetings from

NEW HAMPSHIRE
USA

400

53

KODAK PORTRA 400





State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF LICENSING AND BOARD ADMINISTRATION
7 Eagle Square, Concord, NH 03301-4980
Phone: 603-271-2152

BROKERAGE RELATIONSHIP DISCLOSURE FORM

(This is Not a Contract)

This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information

**Right Now,
You Are a
Customer**

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

To Become a Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel, and assistance in negotiations.

For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).
I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)

Name of Consumer (Please Print)

Signature of Consumer

Date

Signature of Consumer

Date

Rachel Person-Candelora

William Raveis, The Dolores Pe 8962

Provided by: Name & License # **9566480**

Date

(Name and License # of Real Estate Brokerage Firm)

(Licensees Initials)

consumer has declined to sign this form

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

EXCLUSIVE BUYER REPRESENTATION AGREEMENT/DESIGNATED AGENCY
New Hampshire Association of REALTORS® Standard Form



This is a Legally Binding Contract. If Not Understood, Legal, Tax or Other Counsel Should Be Consulted Before Signing.

1. The undersigned **BUYER** (including personal representatives, administrators and assigns), Jane Doe ("BUYER"), hereby employs ("FIRM") William Raveis, The Dolores Pe on this date, 11/1/2026, as Buyer's Exclusive Agent for the purpose of assisting **BUYER** in purchases, options, exchanges, leases or trades of property generally described as: DESCRIPTION (GENERAL FEATURES DESIRED): Rockingham County Single family home 3BED 1.5 BATH. Said purchase, lease or exchange of property should be in the price range of \$ 500,000.
2. **EFFECT OF EXCLUSIVE BUYER REPRESENTATION AGREEMENT.** By employing **FIRM** as **BUYER'S** exclusive agent, **BUYER** agrees to conduct all business and negotiations for property through **FIRM**, and to refer to **FIRM** all inquiries received from real estate brokers, salespersons, prospective sellers, lessors, or any other source during the time this Agreement is in effect. Professional services fees are not set by law and are fully negotiable. **BUYER** agrees to pay **FIRM** a fee for professional services in the amount of \$ _____ or _____ % of the contract price if **BUYER** or any person or entity acting on **BUYER'S** behalf purchases, options, exchanges, leases or trades any property, through the efforts of anyone including **BUYER**, where such an agreement was entered into during the term of this Agreement. Upon signing this Agreement, **BUYER** shall pay \$ No retainer required to retain **FIRM'S** services during this period. This retainer is nonrefundable and is earned when paid. In the event of a transaction by **BUYER** under the terms of this Agreement, the retainer fee will be applied as a credit against the total earned professional services fee due **FIRM**. **FIRM** shall not receive compensation from any source that exceeds the professional services fee identified in this paragraph. If seller's agent is authorized to disburse a portion of the professional services fee to **FIRM**, that portion shall be credited against **BUYER'S** obligation to compensate **FIRM**. **BUYER** shall be obligated to pay any difference between the amount due and the amount paid, if any, by the seller and/or seller's agent. **BUYER** understands and agrees that **SELLER** has no legal obligation to pay any or all of the professional services fee set forth in this Agreement. **BUYER** understands and agrees that the professional services fee payable by **BUYER** to **FIRM** under this Agreement shall be deemed earned by **FIRM** and payable upon **BUYER'S** purchase, option, exchange, lease or trade of any property whether or not **FIRM** was involved in the transaction. **FIRM'S** fee shall be disbursed at closing by the settlement agent or paid to **FIRM** directly by **BUYER**. **BUYER** will also pay the fee to **FIRM** if **BUYER** or any other person or entity acting on **BUYER'S** behalf purchases any property where 1) an agreement to purchase the property was entered into within 3 months months after the expiration or rescission of this Agreement or any extensions or renewal thereof and, 2) **BUYER** was introduced to the property by **FIRM** unless **BUYER** has entered into an Exclusive Buyer Agency Agreement with another firm. **BUYER** authorizes the disclosure of information related to any transaction to the MLS, closing agent and lender, if any, for verification and compliance purposes.
3. **THIS AGREEMENT SHALL BE IN EFFECT FROM** 01/01/2026 through 04/01/2026. Upon full execution of a contract for sale and purchase of the property, all rights and obligations of this Agreement will extend through the date of closing as specified in the Purchase and Sales Agreement. Three months or less
4. **BUYER'S OBLIGATION.** **BUYER** will cooperate with **FIRM** by providing all information necessary to evaluate **BUYER'S** needs and qualifications, including personal financial information, cooperation in scheduling appointments for showings, and by notifying other licensees at first contact that BUYER is being exclusively represented by FIRM.
5. **DESIGNATED AGENCY.** **FIRM** practices designated agency. This means that **BUYER** will be appointed a specific agent (s) who will represent **BUYER** in this transaction and who will owe **BUYER** the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting. Only the **BUYER'S** designated agent(s) will represent **BUYER**. All other agents in **FIRM** will not represent **BUYER** and may represent a potential Seller. By signing this agreement, **BUYER** consents to designated agency and the appointment of Rachel Person-Candelora as **BUYER'S** designated agent(s). Designated Agent(s) will utilize professional knowledge to make a good faith effort to locate available real property as described by **BUYER** in the property description above. Designated agent(s) will assist **BUYER** throughout the transaction and will act at all times in **BUYER'S** interest. At time of initial contact, agent(s) shall inform all prospective sellers and their agents with whom agent has contact in connection with this Agreement that agent is acting on behalf of a Buyer-principal. (As required by Rea 701.01(b) of the NH Real Estate Commission Regulations).
6. **SCOPE OF SERVICES.** **BUYER** acknowledges that **FIRM** is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. **BUYER** has been advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by **BUYER** that **FIRM** may provide names of service providers or products as one of a number of choices available to **BUYER**. **FIRM** shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

BUYER(S) INITIALS _____ / _____

FIRM _____

EXCLUSIVE BUYER REPRESENTATION AGREEMENT/DESIGNATED AGENCY
New Hampshire Association of REALTORS® Standard Form



This is a Legally Binding Contract. If Not Understood, Legal, Tax or Other Counsel Should Be Consulted Before Signing.

7. **DISCLOSED DUAL AGENCY.** BUYER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both BUYER and the seller, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If BUYER wishes to view properties listed by the BUYER agent or the BUYER agent's company, the potential for dual agency exists.

☐ BUYER hereby consents to dual agency showings. If BUYER is further interested in a particular listing of the FIRM, a separate Dual Agency Informed Consent Agreement will need to be signed prior to preparation of an offer.

BUYER _____ DATE _____ BUYER _____ DATE _____

☐ At this time, BUYER does not consent to dual agency showings.

BUYER _____ DATE _____ BUYER _____ DATE _____

☒ Not applicable - FIRM does not practice dual agency.

we will only represent you during a transaction

8. **OTHER BUYERS.** Other potential buyers may be interested in the same properties as BUYER; it is agreed that FIRM may represent those buyers whether such representation may arise prior to, during, or after the end of this Agreement. In such a situation FIRM will not disclose to either buyer the terms of the other's offer. However, sellers or sellers' representative may not treat the existence of terms or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. A Buyers' and Sellers' Guide to Multiple Offer Negotiations is available at www.nhar.org or by calling the New Hampshire Association of REALTORS® at (603) 225-5549.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
10. **ADDITIONAL PROVISIONS** *none.*

11. I have read this contract **IN ITS ENTIRETY**. I understand that this is a binding contract and that I should seek independent legal advice if I have any questions or concerns.

THIS SERVICE IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

BUYER acknowledges that it has been made aware that professional services fees are not set by law and are fully negotiable.

BUYER _____ DATE _____ BUYER _____ DATE _____

ADDRESS _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ CITY _____ STATE _____ ZIP _____

William Raveis, The Dolores Pe

FIRM _____ BY _____ TITLE _____ DATE _____

12 Federal Street **Newburyport** **MA** **01950**
ADDRESS CITY STATE ZIP

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



when seller accepts the offer
Jan 15th 26 ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 23 of this Agreement.

1. **THIS AGREEMENT** made this 14th day of January, 2026 between

John Doe ("SELLER") of 345 High Street
City/Town Exeter, State NH Zip 03833

Property address Jane Doe ("BUYER") of 123 Main Street
City/Town Seabrook, State NH Zip 03874

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in
City/Town of Exeter located at 345 High Street
County Rockingham Book 473 Page 251 Date 4/12/99 ("PROPERTY").

3. The **SELLING PRICE** is Five Hundred Thousand Dollars \$500,000.

A DEPOSIT in the form of Check/deposit link, is to be held in an escrow account by listing brokerage ("ESCROW AGENT"). BUYER ☐ has delivered, or ☒ will deliver to the ESCROW AGENT's FIRM within 2 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of

\$5,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$5,000.00 will be delivered on or before AFTER INSPECTION. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of, \$490,000. DEPOSIT IS USUALLY 2% of purchase price

4. **DEED:** Marketable title shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. **TRANSFER OF TITLE:** On or before Feb 25, 2026 at TBD
Closing DATE USUALLY 25-60 days or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: if you want specific items removed, you'd request here (i.e. swing set)

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Sally Smith of Keller Williams
is a ☒ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
Rachel Person-Candelora of William Raveis Real Estate
is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

☐ NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$5,000.00

You can put whatever amount you like here. I usually put \$5000

SELLER(S) INITIALS / BUYER(S) INITIALS

9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. PROPERTY INCLUDED: All Fixtures all appliances (or other requests)

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☐ YES ☐ NO

PFAS: Poly - and perfluoroalkyl substances: (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

Flood: Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.

13. Waterfront Property. Buyers of Waterfront Property may be required to obtain a septic evaluation prior to closing. Buyers should perform due diligence on this issue.

14. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES
BY INITIALING HERE: _____

15. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

SELLER(S) INITIALS _____ / _____ BUYER(S) INITIALS _____ / _____

This outlines the type of inspection you would be doing

PURCHASE AND SALES AGREEMENT
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Septic Only well only well only

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u> </u> days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days	g. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days
c. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u> </u> days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days	i. <u> </u>	<input type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days
e. Radon Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days	j. <u> </u>	<input type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:

- (a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or
- (b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:
- 1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or
 - 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
 - 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE:

16. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Condominium documentation per N.H. RSA 356- B:58	<input type="checkbox"/>	<input type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 3 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

17. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court

SELLER(S) INITIALS /

BUYER(S) INITIALS /

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18. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. FINANCING: This Agreement (☒ is) (☐ is not) contingent upon BUYER obtaining financing under the following terms: AMOUNT 475,000 TERM/YEARS 30 RATE Current MORTGAGE TYPE conventional

→ LOAN AMOUNT

→ COULD BE VA/FHA/USDA
AS WELL

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency. BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within __ calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by 2/10/26 ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

26-30 DAYS FROM
EFFECTIVE DATE

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

SELLER(S) INITIALS _____/_____

BUYER(S) INITIALS _____/_____

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If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller _____ Buyer _____

20. ADDITIONAL PROVISIONS:

You can add items here like:

- ☐ A TIME/DATE YOU WANT THE SELLER TO RESPOND TO THE OFFER BY.
- ☐ Escalation clause.
- ☐ FLEXIBLE CLOSING DATE OR OFFERING THE SELLERS
a lease back after closing.

CONCESSIONS:

If you are asking for seller paid closing costs they go here.

PROFESSIONAL FEE:

Your request for your buyer's agent commission goes here

21. ADDENDA ATTACHED: ☐ Yes ☐ No _____

SELLER(S) INITIALS _____/_____

BUYER(S) INITIALS _____/_____

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22. CHOICE OF LAW AND VENUE: The parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

23. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.



BUYER / DATE/TIME

BUYER / DATE/TIME

MAILING ADDRESS

MAILING ADDRESS

CITY STATE ZIP

CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER / DATE/TIME

SELLER / DATE/TIME

MAILING ADDRESS

MAILING ADDRESS

CITY STATE ZIP

CITY STATE ZIP

SELLER(S) INITIALS ____/____

BUYER(S) INITIALS ____/____

HOME TOURING CHECKLIST

ADDRESS: _____

DATE VISITED: _____ LISTED PRICE: _____

BEDROOMS: _____ BATHROOMS: _____ SQUARE FOOT: _____

TOTAL LOT SIZE: _____ YEAR BUILT: _____

SCHOOL DISTRICT/ NEIGHBORHOOD: _____

CURB APPEAL

1 2 3 4 5
DISLIKE NEUTRAL LOVE

INSIDE

1 2 3 4 5
DISLIKE NEUTRAL LOVE

OUTSIDE

1 2 3 4 5
DISLIKE NEUTRAL LOVE

PRICE/ COST

1 2 3 4 5
DISLIKE NEUTRAL LOVE

LOCATION

1 2 3 4 5
DISLIKE NEUTRAL LOVE

NEIGHBORHOOD

1 2 3 4 5
DISLIKE NEUTRAL LOVE

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CURB APPEAL

1

DISLIKE

2

NEUTRAL

3

4

5

LOVE

INSIDE

1

DISLIKE

2

NEUTRAL

3

4

5

LOVE

OUTSIDE

1

DISLIKE

2

NEUTRAL

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4

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LOVE

PRICE/ COST

1

DISLIKE

2

NEUTRAL

3

4

5

LOVE

LOCATION

1

DISLIKE

2

NEUTRAL

3

4

5

LOVE

NEIGHBORHOOD

1

DISLIKE

2

NEUTRAL

3

4

5

LOVE

NOTES

RESOURCES

REAL ESTATE ATTORNEYS

Jeff Tomlinson	978 475 4896
Melissa Lee	978 470 8400
Judy A. Fields P.C.	978 922 0330

ELECTRICIANS

Brian Palermo	978 388 2040
Morrill Electric	978 463 0455
Modern Electrical	978 852 0560

HOME INSPECTORS

Nico DiStefano - Tiger	800 628 4437
Norm Field Fields H.I.	603 887 3398
RJ Home Inspection	978 681-8759

PLUMBERS/HVAC

Caswell Mechanical	978 462 8783
David Heating	978 346 4216
Locher	978 388 5357

PROFESSIONAL MOVERS

Bridges Brothers Movers	888 879 7716
Bain Brothers	978 314 8823
Preferred Movers	978 307 0286

LANDSCAPERS

DiNanno Landscaping	508 265 0062
Swazy & Alexander	978 216 2358
SLS Landscape Design	978 948 7701

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SONY

WILLIAM RAVEIS
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