

# OFFER TO PURCHASE REAL ESTATE

T0: The owner of the record \_\_\_\_\_ DATE: \_\_\_\_\_

Seller

The property herein referred to is identified as follows:

Address: \_\_\_\_\_ Town /City \_\_\_\_\_ State \_\_\_\_\_

Approximate Lot Size \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Registry of Deeds \_\_\_\_\_

I hereby offer to buy said property, which has been offered to me by \_\_\_\_\_

(Listing Office)

\_\_\_\_\_ as the broker(s) under the following terms and conditions:

(Selling Office)

1. I will therefore pay \$ \_\_\_\_\_, of which

(a) \$ \_\_\_\_\_ is paid herewith as a deposit to bind this Offer.

(b) \$ \_\_\_\_\_ is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below;

(c) \$ \_\_\_\_\_ is to be paid at a time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check.

(d) \$ \_\_\_\_\_ Total Purchase Price

**2. ACCEPTANCE:**

This Offer is good until \_\_\_\_\_ 5P.M. on \_\_\_\_\_, at or before which time a copy shall be signed by you, the Seller, signifying acceptance of this Offer and returned to the Buyer, otherwise this Offer shall be considered rejected and the deposit will be returned to the Buyer.

**3. INSPECTION CLAUSE:**

This Offer is subject to the Buyer using reasonable and diligent effort to obtain, at the Buyer's options and expense, a complete home and real property inspection, including but not limited to termite/pest, lead paint, radon, septic system, well and water inspections, on or before \_\_\_\_\_, from a person normally engaged in the business of conducting such inspections. If the property contains serious structural, mechanical or other major defects, then, at the option of the Buyer, with written notification, this offer shall be null and void and all deposits returned to the Buyer. Should the Buyer fail to notify the Seller or his agent, in writing, on or before \_\_\_\_\_, then it shall be conclusively presumed that the Buyer is satisfied with the inspection and this contingency shall lapse and the Buyer shall be bound to perform his obligations under this Offer. In the event the Buyer does not elect to have such inspection or to so terminate on or before \_\_\_\_\_, the Seller and the Broker(s) are hereby released from liability relating to defects in the premises which the Buyer or Buyer's consultant(s) could reasonably discover. If applicable, the mandatory lead paint disclosure form is attached hereto.

**4. QUALITY OF LIFE CLAUSE:**

This agreement is subject to the BUYER being satisfied with the results of their own investigation into the quality of life and/or stigmatized property issues (for example, hazardous waste, sex offender registry, etc.) that may affect this property, now or in the future, (at BUYERS expense) within 5 business days from the accepted offer. In the event that the BUYER believes such issues are present, the BUYER will notify the SELLER and/or the Brokers in writing by five o'clock P.M. on the fifth day. Upon such notice, all deposits will be promptly refunded, after all necessary releases are signed and this Agreement shall become null and void without recourse to either party, unless the BUYER and Seller agree in writing to some mutually acceptable alternative.

**5. PURCHASE AND SALE AGREEMENT:**

The parties will, on or before \_\_\_\_\_ 5P.M. on \_\_\_\_\_, execute a standard Purchase and Sale Agreement prepared on the Greater Boston Real Estate Board form, or any other form which contains substantially the same provisions, which, when executed, shall be the agreement between the parties.

**6. FINANCING:**

The Buyer agrees to apply on or before \_\_\_\_\_, 20\_\_\_\_\_, for Conventional, FHA, MHFA, VA mortgage loan in an amount of \$ \_\_\_\_\_ from an institutional lender at current interest rates, points, and terms. If the Buyer, having used all due diligence, fails to obtain a firm commitment for such a loan by \_\_\_\_\_, 20\_\_\_\_\_, all other obligations of the parties hereto shall cease and all deposits will be returned to the Buyer. The Buyer shall be deemed to have waived his rights under this paragraph if the Seller and Agent have not been notified in writing by \_\_\_\_\_, 20\_\_\_\_\_ of the Buyer's inability to obtain said mortgage commitment.

**7. CLOSING:**

A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at \_\_\_\_\_ 3PM \_\_\_\_\_. On \_\_\_\_\_, at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.

**8. ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_

**9. DISCLOSURE REQUIREMENTS:**

- (a) \_\_\_\_\_ Acknowledgement of Agency Disclosure.
- (b) \_\_\_\_\_ Acknowledgement of Lead Paint Disclosure (if applicable).

10. Time is of the essence of this agreement.

**THIS IS A LEGAL DOCUMENT THAT CREATES CERTAIN BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Signature of Buyer

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**SELLERS 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 \_\_\_\_\_, 20\_\_\_\_.
- \_\_\_\_\_(b) REJECT(S) this 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.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Seller

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**RECEIPT FOR DEPOSIT**

I hereby acknowledge receipt of a deposit in the amount of \$ \_\_\_\_\_ from the BUYER this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Escrow Agent or Authorized Representative