



**OFFER TO PURCHASE**

To: \_\_\_\_\_ (SELLER)  
 \_\_\_\_\_ (BUYER) offers to purchase the property located  
 at: \_\_\_\_\_, Massachusetts containing \_\_\_\_\_  
 of land and all buildings thereon.

1. Purchase price \$ \_\_\_\_\_
2. Deposit paid herewith to be held in escrow by Listing Agency \_\_\_\_\_  
 subject to the terms of this offer and duly accounted for at time of closing \$ \_\_\_\_\_
3. Additional deposit due upon execution of Purchase and Sale Agreement to be held in escrow. \$ \_\_\_\_\_
4. Balance of purchase price due at closing \$ \_\_\_\_\_
5. Sale is subject to BUYER obtaining a commitment for a (check one) \_\_\_\_\_ Conventional \_\_\_\_\_ VA \_\_\_\_\_ FHA \_\_\_\_\_ other mortgage in the amount  
 of \$ \_\_\_\_\_ no later than \_\_\_\_\_ BUYER shall apply for financing within \_\_\_\_\_ of acceptance of this offer.

6. The following items shall be included as part of the sale:  
 \_\_\_\_\_  
 \_\_\_\_\_

The following items shall be excluded from the sale:  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Special conditions:  
 \_\_\_\_\_  
 \_\_\_\_\_

8. SELLER shall deliver possession of the property and give a good record and marketable title by deed at closing, which shall be on or before:  
 \_\_\_\_\_

9. Within \_\_\_\_\_ days after acceptance of this offer, SELLER and BUYER shall execute a Purchase and Sale Agreement, not as a formality, but as  
 a complete expression of the parties' intentions which, when executed, shall become the agreement between the parties.

10. SELLER is to pay a commission to \_\_\_\_\_ (Listing Agency), as agreed, who in turn will make  
 distribution to \_\_\_\_\_, as provided in the Multiple Listing Service Property  
 Information Network, Inc. form.  
 SELLER hereby authorizes and instructs seller's legal representative, closing agent or bank attorney to make payment due under this provision at  
 time of closing.

11. SELLER agrees to comply with Massachusetts General Laws, Chapter 148, Section 26F, by having smoke detectors installed and presenting a  
 Certificate of Compliance at the closing.

12. BUYER shall have a period of ten (10) days from acceptance of this offer to have the property inspected at BUYER's expense for the presence of  
 lead paint. BUYER may also, at BUYER's expense, or before the dates specified herein, have the property inspected for (check applicable  
 inspections):
- |  |                               |
|--|-------------------------------|
| <input type="checkbox"/> Termites or pests       | Inspection on or before _____ |
| <input type="checkbox"/> Private sewerage system | Inspection on or before _____ |
| <input type="checkbox"/> Private well            | Inspection on or before _____ |
| <input type="checkbox"/> Home inspection         | Inspection on or before _____ |
| <input type="checkbox"/> Radon                   | Inspection on or before _____ |
| <input type="checkbox"/> Lead Paint              | Inspection on or before _____ |
| <input type="checkbox"/> Other                   | Inspection on or before _____ |

If any inspection(s) proves unsatisfactory to BUYER due to any material defect(s), BUYER may, at BUYER's election terminate this offer and  
 receive a return of the deposit paid hereunder, provided SELLER or the LISTING AGENCY is notified in writing within two (2) days after the date  
 such inspection(s) are to be performed under this paragraph, together with a copy of the inspection report attached.

13. BUYER and SELLER acknowledge receipt of the following Addenda attached hereto and incorporated herein by reference.  
 Addendum A: Disclosures Addendum B: \_\_\_\_\_ Addendum C: \_\_\_\_\_

14. The BUYER acknowledges that BUYER has not been influenced to make this offer in reliance on any warranties or representations unless set forth  
 or incorporated in this offer or previously made in writing, except for the following warranties and representations, if any:  
 \_\_\_\_\_

15. This offer shall expire on \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m. unless accepted by SELLER. If this offer is not accepted, deposit  
 is to be refunded to BUYER.

16. Said deposit shall be held by \_\_\_\_\_ as escrow agent  
 subject to the terms hereof, provided however that in the event or any disagreement between the parties, the escrow agent may retain said deposit  
 pending instructions mutually given by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any  
 deposits held under its terms. The deposit will be held until a release is signed by both parties and said release returned to escrow agent.

SELLER ACCEPTS ABOVE OFFER:

_____	(BUYER)	_____	(DATE)
_____	(BUYER)	_____	(DATE)
_____	(SELLER)	_____	(DATE)
_____	(SELLER)	_____	(DATE)

The Listing Agency acknowledges receipt of deposit as above \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm Address: \_\_\_\_\_  
 Firm Telephone: \_\_\_\_\_ Agent Name: \_\_\_\_\_



ADDENDUM A
OFFER TO PURCHASE

PROPERTY LOCATED AT: \_\_\_\_\_

1. DEPOSITS: The parties authorize the BROKER to return the deposit to the BUYER if the financing contingency is not fulfilled, provided the BUYER furnishes the BROKER with written loan declination from a recognized lending institution or mortgage company. Time is of the essence. The BROKER shall be indemnified and held harmless by the parties from any liability and legal fees which it may incur in the good faith performance of its duties as escrow agent.

2. DISCLOSURES: The following clauses are provided for descriptive purposes only. For detailed information, consult the Massachusetts Department of Public Health (DPH) or other appropriate agency.

A. FLOOD HAZARD INSURANCE: A lender may require Flood Hazard Insurance as a condition of the mortgage loan, if the lender determines that the property is in a flood hazard zone. In the event of such determination, BUYER agrees to provide such said insurance as required by lender at closing.

B. CHLORDANE: Pesticide products containing chlordane were banned in Massachusetts on June 11, 1985 following a determination by the Department of Food and Agriculture that the use of chlordane may cause unreasonable adverse effects on the environment, including a risk of cancer. Although existing data does not conclusively prove that significant health effects have occurred as a direct result of chlordane use, the long term potential health risks are such that it is prudent public health policy, according to the Department of Food and Agriculture, to eliminate the further introduction of chlordane into the environment.

C. UREA-FORMALDEHYDE FOAM INSULATION: BUYER acknowledges that BUYER has been advised that Urea Formaldehyde Foam Insulation (UFFI) has been declared by the DPH to be a hazardous substance and that the installation of UFFI in dwellings is now prohibited. Where UFFI was previously installed, SELLER is required: (1) to advise BUYER where such UFFI is located and, if known, when it was installed; (2) provide a copy of test results concerning the air level of UFFI; and (3) provide a copy of information from the DPH concerning UFFI and formaldehyde levels. SELLER has made, or will make, the disclosure to BUYER on forms required by the DPH. Under certain circumstances the cost of removal may be reimbursed. Exposure to hazardous levels of formaldehyde may cause personal injuries, including headaches, nausea or cancer. BUYER acknowledges that BUYER has been advised to consult the DPH or BUYER's attorney for further information.

D. ASBESTOS: The United State Consumer Product Safety Commission has maintained that asbestos materials are hazardous if they release separate fibers which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers and furnaces. It may also be present in certain types of floor and ceiling materials, shingles, plaster products, cements and other building materials. BUYER acknowledges that the property may be professionally inspected for the presence of asbestos and that, if repair or removal of asbestos is desired, it should be accomplished in accordance with proper safety guidelines.

E. HAZARDOUS MATERIALS / UNDERGROUND STORAGE TANKS: In certain circumstances, Massachusetts law can hold an owner of real estate liable to pay for the cost of removing hazardous materials or oils from real estate, and for damages resulting from the release of such materials, according to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, General Laws, Chapter 21E. BUYER acknowledges that BUYER may have the property professionally inspected for the presence of underground storage tanks and for the presence of, or the substantial likelihood of release of, oil or hazardous materials and such proof of inspection may be required as a prerequisite for financing the property.

F. RADON GAS: Radon is a radioactive gas produced by the decay of naturally occurring radioactive material such as uranium and radium. Radon decays into radioactive particles which, if inhaled, may result in damage of lung tissue and increase the risk of developing lung cancer. The presence of radon gas in dwelling units depends on a variety of factors including the physical make-up of the soil and the construction of the dwelling. The Environmental Protection Agency suggests that levels of radon gas, if greater than four picocuries per liter (pci/l), warrant further measurements to determine the average annual exposure to radon within a particular dwelling. Further information may be obtained from the DPH Radiation Control Program.

G. LEAD PAINT: Massachusetts law requires that, whenever a child under 6 years of age resides in any residential premises in which paint, plaster, soil or other accessible material contains dangerous levels of lead, the owner must remove or cover the material to make it inaccessible to these children. For residential real estate constructed before 1978, SELLER and BROKER are required to provide BUYER with the standard notification form and other materials published by the DPH to inform prospective purchasers about the possible presence of dangerous levels of lead, the symptoms and treatment of lead poisoning, and the requirements of the lead paint law and regulations, receipt of which, if applicable, is acknowledged by BUYER. BUYER also acknowledges that BUYER has been orally informed by BROKER about the dangers of lead paint and the provisions of the lead paint law and regulations.

H. WATERSHED PROTECTION ACT: Massachusetts General Laws Chapter 92, Section 104, enacted to protect the Metropolitan Water Supply, restricts building and certain other activities within sensitive areas of the Quabbin, Wachusett and Ware watersheds. To determine whether the property may be affected by this law you may contact the Division of Watershed Management of the Metropolitan District Commission.

ACKNOWLEDGEMENT:

BUYER acknowledges receipt of this Adendum "A" which is attached to and made part of the Offer to Purchase

\_\_\_\_\_ (BUYER) \_\_\_\_\_ (DATE)

\_\_\_\_\_ (BUYER) \_\_\_\_\_ (DATE)

Firm Name: \_\_\_\_\_ Firm Address: \_\_\_\_\_
Firm Telephone: \_\_\_\_\_ Agent Name: \_\_\_\_\_