OFFER TO PURCHASE REAL ESTATE

TO _____
(Seller and Spouse)
_____
_____

Date:_____

From the Office of : _____

The property herein referred to is identified as follows: _____

_____

Special provisions (if any) re fixtures, appliances, etc. _____

_____

hereby offer to buy said property, which has been offered to me by _____

_____ as the Broker(s) under the following terms and conditions:

CHECK ONE:

1. I will pay therefore $_____, of which
   - ❑ Check, subject to collection
   - ❑ Cash

   (a) $ _____ is paid herewith as a deposit to bind this Offer

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

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

   (d) $ _____
   _____

   (e) $ _____ Total Purchase Price
2. This Offer is good until _____ A.M. P.M. on _____, 20_____ at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to me forthwith.
3. The parties hereto shall, on or before _____ A.M. P.M. _____, 20_____ execute the applicable Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or any form substantially similar thereto, which, when executed, shall be the agreement between the parties hereto.
4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on _____, 20_____ at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. If I do not fulfill my obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by _____ as escrow agent subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.
6. Time is of the essence hereof.
7. Disclosures: For one to four family residences, the Buyer hereby acknowledges receipt of the Home Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification."
8. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:

   _____

   _____

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney. WITNESS MY HAND AND SEAL

_____ _____
Buyer Buyer

_____
Address/City/State/Zip Phone Numbers (Work & Home)

Receipt of deposit check for transmittal by: (Agent/Facilitator)_____
Check shall not be deposited unless offer is accepted.

This Offer is hereby accepted upon the foregoing terms and conditions at _____ A.M. / P.M. on _____, 20_____
WITNESS my (our) hand(s) and seal(s)

_____ _____
Seller (or spouse) Seller

RECEIPT FOR DEPOSIT

Date _____

Received from _____ Buyer the sum of $_____ as deposit under the terms and conditions of above Offer, to be held by _____ as escrow agent.

Under regulations adopted pursuant to the Massachusetts license law: All offers submitted to brokers or salespeople to purchase real property that they have a right to sell shall be conveyed forthwith to the owner of such real property.

_____
Agent for Seller

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