

Items included in this training:

Purchase Contract (GHAR & Smart MLS)

- This document is used to communicate the Buyers offer to the Sellers and the Sellers acceptance of the offer. Once there is an executed Contract, it's considered valid until the property closes or the deal is terminated.



REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

1. Parties

Buyer

Name(s)

Address

Seller

Name(s)

Address

All buyers and sellers print their names and addresses where indicated.

Property address

2. Property.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as _____, CT _____ ("Property").

Number

Street

Town

Zip Code

3. Fixtures and Personal Property. Except as specifically indicated below or on the attached Property Inclusions/ Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale. Included as fixtures in this sale as part of the Property are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, including, if any, all blinds, window shades, screens, doors, door and window hardware, wood and gas stoves, storm windows, landscaping, awnings, shutters, electrical and lighting fixtures, door mirrors, pumps, mailboxes, plumbing fixtures, cabinetry, door and cabinet hardware, pool house and other outbuildings, mantels, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. **No part of the purchase price below is assigned to any personal property or fixtures.**

See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN): _____

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN): _____

4 (a), (b), (c) and (d) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

4. Price. The total purchase price is \$ _____

(a) Buyer has made the following deposit by personal check, cashier's check or certified funds with this Contract, to be applied to the total purchase price, subject to collection: _____

(b) Buyer will make the following additional deposit by cashier's check or certified funds on or before _____ calendar days after the date that this Real Estate Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection: _____

(c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately: _____

(d) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5: _____

(e) Buyer will pay the following balance at the closing by cashier's or certified check: _____

(f) **TOTAL (If the total shown in 4(f) exceeds the total purchase price, the excess shall be returned to Buyer at closing.** \$ _____

Buyer Initial _____ Date _____

Seller Initial _____ Date _____

Buyers and sellers initial and date.

THE FOLLOWING MORTGAGE CONTINGENCY IS NOT APPLICABLE UNLESS FILLED IN

5. Mortgage Contingency.

- N/A – No Mortgage, this is a Cash Transaction
- N/A – Mortgage Contingency Waived
- Mortgage Contingency (AS PROVIDED BELOW)

Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before _____ ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer. Buyer will pay all application fees, points (not to exceed _____), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

(a) Amount \$ _____ (b) Maximum initial interest rate: _____ % per annum (c) Minimum term: _____ years (d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

- Conventional Fixed Rate CHFA FHA Other: _____
- Conventional Variable Rate VA (Seller will pay termite inspection charges if required by the applicable lender.)

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

- Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.
- Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. Deposit and Escrow of Deposits. The deposit(s) payable under this Contract shall be made at the time(s) and in the manner specified in paragraph 4, payable to the listing Broker. Time is of the essence with respect to payment of such deposit(s), and if any deposit payable under this Contract is not so paid by Buyer at the stated time, and if such failure shall continue for a period of three (3) calendar days thereafter, then until such time as Buyer makes such deposit(s) Seller shall have the right to (a) declare Buyer to be in default and (b) terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by listing Broker in accordance with Connecticut law until: CHECK ONE.

- The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8th) day following the Mortgage Contingency Date.
- Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement

7. Closing. The closing will take place on _____ (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. Possession at Closing; Condition of Property; Risk of Loss. At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

9. Other Conditions. _____

10. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price: _____ . Sewer and water liens will not be assumed by buyer unless specifically stated here:

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

11. Adjustments. Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. Default; Liquidated Damages; Remedies. If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

14. Assignability. Buyer may only assign its rights under this Contract by mutual written consent of both parties.

15. Survival. This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. Equal Housing Rights. Buyer acknowledges that he/she is aware of his/her right to be shown any home within his/her price range in any area specified by Buyer and which is available to the REALTOR® in the area in which he/she is licensed.

17. Home, Pest and Environmental Inspection/Tests. Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

Buyer waives inspections under this section **Buyer elects the following inspection(s):**

[Applicable Only If Checked]

A HOME INSPECTION performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut determining whether or not the buildings and other improvements located on the Property are structurally sound and whether or not the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

A TERMITE OR WOOD DESTROYING INSECT INSPECTION performed by a licensed exterminator or inspection service licensed by the State of Connecticut and determining whether or not the buildings on the Property are infested by termites or wood-boring insects and whether or not the buildings on the Property are damaged as a result of such infestation.

OTHER INSPECTIONS/TESTS of the buildings located on the Property for asbestos; radon; mold; and _____ (other(s)), performed by a licensed inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

Buyer must arrange and pay for all inspections including any additional inspections recommended by the inspector (except if the mortgage described in paragraph 5 is VA, Seller will pay termite inspection charges to the extent required by the applicable lender). Buyer must give Seller written notice of any inspection that does not meet the standards set forth above together with a copy of the relevant pages of the inspection report, on or before _____ calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth above, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 5 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right by completing the WAIVER below (if applicable, Buyer executed HUD notice on lead-based substances, attached).

WAIVER. By initialing here: _____, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: _____

18. Riders. The riders which are checked below and which are attached to the Contract are made part of this Contract.

APPLICABLE ONLY IF CHECKED

Check applicable riders.

RIDERS:

- Appraisal As Is Attorney Approval Combined Contingency Addendum Common Interest Community Rider
- Insulation (New Homes only) Perc/Pit Test Sale of Buyer's Residence Contingency (AKA Hubbard)
- Sale of Buyer's Residence Contingency (Under Contract) Short Sale Septic/Well TRID/CFPB Rider
- Other _____

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

19. (a) Property Condition Disclosure Report. To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

(b) **Smoke and Carbon Monoxide Detectors.** In the event the Property is a one or two family residence and Seller fails to provide Buyer at closing with an affidavit concerning smoke and carbon monoxide detectors required by Section 29-453 of the Connecticut General Statutes, Seller shall credit Buyer with the sum of \$250 at closing unless the transaction is otherwise exempted under subsection (e) of such Act.

20. Notices to Buyer. (a) Lists of Hazardous Waste Sites. Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) **Lists of Properties where Shooting Sports Conducted.** Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) **Information Concerning Environmental Matters.** Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) **Educational Material Concerning Well Water Testing.** If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

21. Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:

- Fax: Fax number is: _____
- Email: Email address is: _____

Seller elects to use:

- Fax: Fax number is: _____
- Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

Both firm names

22. Broker(s). Buyer and Seller recognize _____ (firm name) and _____ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

BUYER

SELLER

Buyer and seller signature and date.

Date: _____

Date: _____

STANDARD FORM REAL ESTATE CONTRACT

NOTICE: THIS CONTRACT CONSTITUTES A LEGALLY BINDING CONTRACT FOR THE PURCHASE AND SALE OF RESIDENTIAL PROPERTY. IF YOU DO NOT UNDERSTAND OR AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH IN THIS CONTRACT, YOU SHOULD CONSULT WITH A LICENSED ATTORNEY OF YOUR CHOICE PRIOR TO SIGNING THIS DOCUMENT. NO PROVISIONS OF THIS CONTRACT ARE FIXED BY LAW AND ALL TERMS AND CONDITIONS ARE SUBJECT TO NEGOTIATION PRIOR TO EXECUTION.

THIS AGREEMENT for the purchase and sale of the real property described below (the "Property"), is upon the following terms and conditions:

Buyers & Sellers names and addresses.

1. Seller(s): _____

Address: _____

2. Buyer(s): _____

Address: _____

3. Real Property Address: _____ **Property address**

4. Personal Property, if any, to be included: _____

To be excluded: _____

5. Purchase Price

Payable as Follows:

- (a) By Initial Deposit paid upon execution of this Contract (a) \$ _____
- (b) By Additional Deposit to be paid on or before _____ (b) \$ _____
- (c) By proceeds of a Bank, Institutional or Purchase Money Mortgage Loan which proceeds shall be immediately available to Seller at a local bank (c) \$ _____
- (d) Balance to be delivered at closing in cash, certified check or official bank check the proceeds of which shall be immediately available to Seller at a local bank (d) \$ _____

TOTAL PURCHASE PRICE \$ _____
Sum of (a) + (b) + (c) + (d)

6. Mortgage Financing Contingency: (NOT APPLICABLE UNLESS FILLED IN)

Third Party Mortgage Purchase Money Mortgage _____

Mortgage info

- (a) Mortgage Loan Amount at Prevailing Interest Rate: \$ _____
- (b) Term of Mortgage: (Years) _____
- (c) Written Loan Commitment to be obtained by _____
Month/Day/Year

If filled in, Paragraph 23 is automatically made a part of this Contract.

7. Closing Date: _____ **Closing date**

_____ at Seller's attorney's office, or at Mortgage Lender's office in _____ County, if required.
Month/Day/Year

8. Attorneys' Review. This Contract is subject to review by the attorneys representing the Buyer and Seller. Based upon his/her attorney's review, either party may cancel this contract by written notice to the other party given not later than five (5) business days after such party receives a fully executed counterpart of this Contract. Upon cancellation, the Deposit shall be returned to the Buyer.

Buyer Initials _____ Seller Initials _____

9. Inspection Contingency: The inspections checked below shall be completed not later than: ("Inspection Completion Date") _____
 . The "Title Search Completion Date" shall be no later than ten (10) business days after the "Inspection Completion Date."

	YES	WAIVED		YES	WAIVED		YES	WAIVED
Building/Mechanical	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	<input type="checkbox"/>	Oil Tank	<input type="checkbox"/>	<input type="checkbox"/>
Termite/Other Insects	<input type="checkbox"/>	<input type="checkbox"/>	Well/Organic Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	Lead	<input type="checkbox"/>	<input type="checkbox"/>
Septic	<input type="checkbox"/>	<input type="checkbox"/>	Radon-Air/Water	<input type="checkbox"/>	<input type="checkbox"/>	Asbestos	<input type="checkbox"/>	<input type="checkbox"/>
Title Search	<input type="checkbox"/>	<input type="checkbox"/>						

If filled in, Paragraph 24 is Automatically made a part of this Contract.

Check appropriate boxes.

10. Residential Condition Report: Buyer acknowledges receipt of Seller's Residential Condition Report (copy attached). Seller shall credit Buyer at closing with \$500.00, if Seller fails to furnish a written Residential Condition Report as required by Sections 20-327 b-e, of the Connecticut General Statutes, inclusive. Buyer's Initials _____

11. Lead Disclosure: Buyer acknowledges receipt of a Lead Information Booklet and Disclosure and Acknowledgement Form re: Lead Based Paint as required by Federal EPA HUD Disclosure Regulations (copy attached). Buyer's Initials _____

"STATEMENT RE: LEAD BASED PAINT. The parties acknowledge that dwelling units constructed prior to 1978 are likely to contain lead-based paint which could create a health hazard. In the event the Property which is the subject of this Agreement consists of or contains a residential unit built before 1978, the parties agree that a precondition to the validity of this Agreement is that each party has received, reviewed, signed and annexed hereto a completed Disclosure and Acknowledgment Form re: Lead-Based Paint as required by federal EPA/HUD disclosure regulations."

12. Possession and Occupancy, Acceptance of Deed: The Buyer shall have exclusive possession and occupancy of the Property in a broom clean condition on the Closing Date. Delivery and acceptance of the Deed shall constitute full compliance by the Seller with the terms of this Contract except for any warranties contained in the Deed and other obligations specifically set forth in this Contract to be performed after the delivery of the Deed or which survive delivery of the Deed.

13. Additional Paragraphs: Unless crossed out, the following Paragraphs 16 through 29 are hereby made a part of this Contract.

14. Additional Terms and/or seller concessions): _____

15. Riders Attached: _____

16. Warranty Deed, Marketable Title: (a) Seller shall convey to Buyer good and marketable fee simple title to the Property by Connecticut form Warranty Deed, (or Fiduciary Deed if Seller is a fiduciary) (the "Deed"), free and clear of all encumbrances except the following permitted encumbrances, so long as the permitted encumbrances do not prohibit the residential use of the Property or otherwise render title to the Property unmarketable (i) any and all provisions of any ordinance, municipal regulation or public or private law; (ii) restrictive covenants and easements of record; (iii) any facts which an accurate survey or physical inspection of the Property would reveal; (iv) taxes and municipal assessments due and payable after the Closing. (b) If the Seller is unable to convey title conforming to the requirements of (a) above, then the Seller shall be allowed to postpone the Closing for up to the earlier of thirty days or the expiration date of the Buyer's mortgage loan commitment ("Postponement Period") within which to cure the title defects. If, at the expiration of the Postponement Period, the Seller is still unable to convey title conforming to (a) above, Buyer may, by written notice to the Seller, reject such defective title, whereupon the Seller shall remit to the Buyer the Deposit together with any expenses incurred by Buyer for title examination (not to exceed \$250) and this Contract shall be terminated. The marketability of title shall be determined in accordance with the Standards of Title of the Connecticut Bar Association. (c) The Property shall be conveyed free of any violations of any governmental rules, regulations or limitations or private restrictive covenants or easements. In the event Seller cannot deliver the Property to the Buyer at Closing, free of violations as aforesaid, Buyer may, by written notice, by certified mail, facsimile or hand delivery to the Seller, or Seller's Attorney, terminate this Contract because of such violations, whereupon Seller shall return to the Buyer the Deposit together with any expenses incurred by the Buyer for title examination (not to exceed \$250.00).

17. Condition of Premises: (a) The Buyer represents that he has inspected the Property, is satisfied with the physical condition thereof and agrees to accept the Property in its present condition, "as is", subject to reasonable wear and tear to the Closing Date. The Buyer represents that neither Seller nor any representative of the Seller has made any representation or warranty as to the Property on which Buyer has relied in entering into this Contract except as expressly set forth in this Contract. The Seller agrees to deliver the Property to the Buyer on the Closing Date in substantially the same condition as exists on the date of this Contract, reasonable wear and tear excepted, and the Buyer agrees to accept the Property in such condition subject to satisfaction of the Inspection Contingency; (b) The grounds shall be maintained by the Seller until the Closing Date including lawn mowing, leaf raking and snow and ice removal from walks and driveways; (c) Seller shall remove all

Buyer Initials _____

Seller Initials _____

personal property not included in the sale and shall deliver to the Buyer all keys available to the Seller; (d) The Buyer shall have the right to inspect the Property prior to the Closing at a time mutually agreed upon to confirm that the condition of the Property conforms to the requirements of this Contract.

18. Risk of Loss, Damage: The risk of loss or damage by fire or other casualty to the Property until the Closing Date is assumed by the Seller. In the event of loss or damage occurring prior to the delivery of the Deed, Seller shall repair and restore the Property prior to the Closing Date, or, may delay the closing at his option for up to the earlier of thirty (30) days from the date of such loss or damage or the date Buyer's mortgage loan commitment expires ("Delay Period") in order to complete restoration or repairs. If at the expiration of the Delay Period the Seller has failed to repair or restore the Property to its condition prior to the loss or damage, the Buyer shall have the option of: (a) Terminating this Contract, in which event the Deposit together with any amounts actually expended by the Buyer for the examination of title (not to exceed \$250.00) shall be remitted to the Buyer and thereupon the parties shall have no further rights and obligations under this Contract; or (b) Closing title by accepting the Deed conveying the Property in accordance with all of the other provisions of this Contract and receiving the benefit of any insurance policies or funds paid or recoverable on account of such loss or damage, less any sums actually expended by the Seller for restoration or repairs. The Seller shall not be responsible for loss or damage to trees or other plantings due to natural causes provided such loss or damages does not exceed \$250.

19. Escrow of Deposit: The Initial Deposit and Additional Deposit (collectively the "Deposit") shall be paid not later than the date(s) specified in Paragraph 5. Seller's attorney, as escrow agent, shall hold the Deposit in a non-interest bearing account until Closing or prior termination of this Contract. The Deposit shall be paid to the Seller at Closing. In the event of termination prior to Closing, the escrow agent shall (a) retain the Deposit in escrow until directed to disburse the Deposit by mutual agreement of the parties or by court order; or (b) commence an interpleader action and pay the Deposit into court whereupon the escrow agent shall be relieved of all further obligation. In the event that the Additional Deposit is not paid when due, Seller may give written notice of such failure to Buyer by certified mail, facsimile or hand delivery and if such Additional Deposit is not paid within five (5) days thereafter, this Contract shall be deemed terminated for Buyer's default and the Initial Deposit shall be delivered to and retained by the Seller as liquidated damages, and thereupon, the parties shall be relieved of all further liability hereunder except as otherwise specifically set forth herein. The escrow agent shall not be liable for any error of judgment, or for any act performed or omitted in good faith, or for any mistake of law.

20. Default, Liquidated Damages: If Buyer defaults under this Contract after the Deposit has been paid, the Deposit shall be remitted to and retained by Seller as liquidated damages, and thereupon, the parties shall be relieved of all further liability under this Contract except as otherwise specifically set forth herein. In the event that legal action is commenced to enforce any provision of this Contract, the prevailing party shall be entitled to reimbursement of court costs and attorneys fees incurred therein.

21. Adjustments at Closing: Property taxes, utilities, municipal assessments and use charges, rents, district taxes, association charges, and other charges customarily adjusted at closings in accordance with the custom of the Bar Association for the town wherein the Property is located, will be prorated as of the Closing Date. The Buyer shall reimburse the Seller at Closing for any fuel stored on the Property. Property taxes will be adjusted on a uniform fiscal year basis. Installments payable on sewer and other municipal lien assessments after the Closing will be assumed by the Buyer. Seller shall deliver to Buyer at closing checks sufficient to satisfy state and local conveyance taxes.

22. Personal Property: Unless excluded in Paragraph 4, the Personal Property included in the sale shall consist of the following: screens, storm windows, TV antenna, venetian blinds, curtain rods and fixtures, wall to wall carpeting, awnings, shades, automatic hot water heater, plumbing, heating and lighting and electrical fixtures (except portable heaters, rented water heaters and lamps), shrubbery, plants and all other fixtures now located on the Property and the personal property listed in Paragraph 4.

23. Mortgage Financing Contingency: Third Party Mortgage. The Buyer's obligations hereunder are contingent upon Buyer obtaining a written commitment from a bank or institutional lender for a mortgage loan satisfying the specifications set forth in Paragraph 6(a), (b) and (c) and upon such other terms and conditions as are standard for similar loan commitments. Buyer agrees to apply for such financing immediately and to pursue such application with diligence. If Buyer is unable to secure such a commitment by the date set forth in Paragraph 6(c), and so notifies the Seller or the Seller's Attorney in writing, by certified mail, facsimile or hand delivery, on or before such date, this Contract shall be terminated by such notice and the Deposit shall be returned to Buyer. Absent such Notice, this contingency shall be deemed satisfied and this Contract shall continue in full force and effect.

Purchase Money Mortgage. A Purchase Money Note and a Purchase Money Mortgage as described on the attached Rider shall be executed and delivered by the Buyer to the Seller at Closing.

24. Inspection Contingency: Buyer acting by representatives of Buyer's choice shall complete the inspections, tests, assessments and title search of the Property as designated in Paragraph 9 prior to the "Inspection Completion Date" or the "Title Search Completion Date", as the case may be. If, based upon such inspections, tests, assessments and title search, Buyer is not reasonably satisfied with the title or physical condition of the Property and so notifies the Seller or the Seller's Attorney in writing, by certified mail, facsimile or hand delivery, not later than two business days after the "Inspection Completion Date," or the "Title Search Completion Date," as the case may be, this Contract shall be deemed terminated by such Notice and the Deposit shall be returned to the Buyer. Absent timely notice hereunder, terminating this Contract, this contingency shall be deemed satisfied and this Contract shall continue in full force and effect.

Buyer Initials _____

Seller Initials _____

25. Title Insurance Affidavit: Seller agrees to execute and deliver to the Buyer at the Closing of Title an affidavit acceptable to the Buyer's title insurer confirming the non-existence of (i) mechanics' or material men's liens, (ii) tenants' rights in or to the Property, (iii) security interests in personal property or fixtures included in the sale, and (iv) confirming information required to provide the Buyer's mortgage lender with survey coverage, including updating an existing survey, if any.

26. Condominium/Common Interest Community: If the Property is in a Condominium or Common Interest Community, Seller shall deliver to the Buyer a Resale Certificate and other documents as required by Section 47-270 of the Connecticut General Statutes.

27. Buyer's Lien: The Deposit and Buyer's reasonable expenses actually incurred for title examination to the Property are hereby made liens on the Property, but such liens shall not continue after a default by the Buyer.

28. Entire Agreement; Binding Effect: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those set forth herein. All changes, additions or deletions to this Contract must be in writing and signed by all parties. This Contract is non-assignable and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

29. Seller's Agent: _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> License Number: _____ Agent's Firm: _____ Address: _____ Seller's Attorney _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> Attorney's Email: _____ Address: _____	Buyer's Agent: _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> License Number: _____ Agent's Firm: _____ Address: _____ Buyer's Attorney _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> Attorney's Email: _____ Address: _____
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Info from all agents and attorneys.

Check box only if Listing Agent is acting as a Dual Agent Selling Agent is Buyer's Agent Authorized Sub-Agent
 Buyer and Seller represent that no other Agent or Broker was the procuring cause of the transaction contemplated by this Contract.

_____	_____	_____	_____
Buyer's Signature	Date	Buyer's Signature	Date
_____	_____	_____	_____
Seller's Signature	Date	Seller's Signature	Date

Buyer and seller signatures.