

# OFFER TO PURCHASE REAL ESTATE

From the Office of:  
ERA CAPE REAL ESTATE

To: Seller / Owner of  
Record: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

The property (the "Property") is identified as:  
\_\_\_\_\_

Date \_\_\_\_\_

Agent Name \_\_\_\_\_

I hereby offer to buy the Property pursuant to the following terms:

1. **Purchase Price.** I will pay \_\_\_\_\_ (\$ \_\_\_\_\_) dollars of which:
  - a) \$ \_\_\_\_\_ is paid as a deposit to bind this Offer.
  - b) \$ \_\_\_\_\_ is to be paid as an additional deposit upon signing of a Purchase and Sale Agreement.
  - c) \$ \_\_\_\_\_ is to be paid by cash, certified check, wire transfer or bank draft at the time for delivery of the deed.
  - d) \$ \_\_\_\_\_ Total
2. **Term of Offer.** This offer is valid until \_\_\_\_\_ p.m. on \_\_\_\_\_, 20\_\_\_\_, by which time a copy shall be signed by the Seller and spouse and delivered to the Buyer or Buyer's broker, otherwise this Offer shall be deemed rejected and any money paid shall be returned to the Buyer.
3. **Purchase And Sale Agreement.** The parties shall, on or before \_\_\_\_\_ p.m. on \_\_\_\_\_, 20\_\_\_\_ execute a standard Purchase and Sale Agreement, reflecting the terms of this agreement, which when executed shall become the agreement of the BUYER and SELLER and this OFFER shall have no further effect.
4. **Date For Closing.** A good and sufficient deed conveying a good, clear and marketable title shall be delivered at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_\_\_, at the Barnstable County Registry of Deeds, or such other time and place as mutually agreed.
5. **Escrow.** All funds paid by the Buyer shall be held by \_\_\_\_\_, as escrow agent, subject to the terms of this Offer. Endorsement or negotiation of a deposit by the broker shall not be deemed acceptance 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 order concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding 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.
6. **Contingencies.**
  - a. **Inspections.** The Buyer may, at the Buyer's expense, have the Property inspected by persons regularly in the business of conducting said inspections on or before \_\_\_\_\_. If the results are unsatisfactory to Buyer, in Buyer's sole discretion, then the Buyer shall have the right to terminate this Offer by giving written notice to the Seller or Seller's Broker, by 5:00 p.m., \_\_\_\_\_ whereupon all deposits made under this Offer shall be forthwith refunded and this Offer shall be null and void without recourse to the parties hereto. Failure to give timely written notice shall constitute a waiver. The Buyer agrees to rely solely on the inspection reports in determining the condition of the Property. In the event that the Buyer does not exercise the right to have said inspections or to terminate, the Seller and Seller's brokers are each released from claims relating to the condition of the Property that the Buyer or Buyer's inspectors could reasonably have discovered.
  - b. **Financing.** The Buyer's obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ \_\_\_\_\_ at prevailing rates, terms and conditions. If despite the Buyer's diligent efforts a commitment for such financing cannot be obtained by \_\_\_\_\_, 20\_\_\_\_, the Buyer may terminate this Offer by delivering written notice to the Seller or the Seller's Broker by 5:00 p.m. on the calendar day after the deadline stated above for obtaining a commitment, whereupon all payments made under this Offer shall be refunded forthwith and all obligations of the parties shall cease and this Offer shall be null and void without recourse to the parties. In no event will the Buyer be deemed to have used diligent efforts to obtain such commitment unless the Buyer submits a complete mortgage loan application conforming to the foregoing provision on or before \_\_\_\_\_, 20\_\_\_\_.

c. **Subsurface Sewage Disposal System.**

- \_\_\_\_\_ Buyer acknowledges receipt of passed title V septic certificate - In towns where required a letter from the local Board of Health will accompany said report.
- \_\_\_\_\_ Refer to attached septic addendum

Agreement is contingent upon the Seller providing to the Buyer a copy of the title V septic inspection report, or Certificate of Compliance, by \_\_\_\_\_. If it is a passed report, and received by the Town Board of Health and does not require any further action, then the seller has fulfilled his obligation. If the report indicates a failed septic, or one that requires further evaluation, the buyer has the right to void this contract by written notice on or before \_\_\_\_\_ and all deposits will be forthwith refunded.

7. **Time Of Essence.** Time is of the essence as to each provision in this Offer.

8. **Broker's Fee.** A fee of \_\_\_\_\_ shall be paid by the Seller to \_\_\_\_\_  
\_\_\_\_\_ at the time set for closing in paragraph 4.

9. **Representations & Acknowledgments.** The Buyer acknowledges receipt of a) an agency disclosure (or facilitator disclosure); b) Home Inspectors Facts For Consumers brochure. The Buyer has also been advised that obtaining homeowners' insurance is likely to be a condition of obtaining mortgage financing and that if the Property is determined to be in a flood hazard zone, the lender may require flood hazard insurance as a condition. The Buyer understands that homeowners or other insurance may not be available on short notice and agrees to arrange for any necessary insurance in advance of closing. The Buyer acknowledges that there are no warranties or representations on which the Buyer relies in entering into this Offer, except those made herein and the following: (if none, write "NONE"):  
\_\_\_\_\_

10. **Buyer's Default.** If the Buyer fails to fulfill Buyer's obligations, all monies tendered as a deposit shall be paid to the Seller as liquidated damages and this shall be the Seller's sole remedy.

11. **Additional Terms.** \_\_\_\_\_  
\_\_\_\_\_

*THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.*

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
(Buyer's Address)

\_\_\_\_\_  
(Home Telephone No.)

.....  
**SELLER'S RESPONSE**

The Seller: (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) 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

\_\_\_\_\_  
SELLER

.....  
**RECEIPT FOR DEPOSIT**

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

\_\_\_\_\_  
for ERA CAPE REAL ESTATE \_\_\_\_\_