



SALES AGREEMENT and DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of _____, 20_____

Between

The SELLER _____ of _____ City _____ County of _____ State _____ Zip _____

and

The BUYER _____ of _____ City _____ County of _____ State _____ Zip _____

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain real estate located in City / Town of _____ known as or described as _____

County _____ Book _____ Page _____ Date _____

The SELLING PRICE is _____ Dollars _____

Deposit, receipt of which is hereby acknowledged, in the form of _____

Is to be held in an escrow account by _____ in the sum of \$ _____

Additional deposit will be paid on or before _____ in the sum of \$ _____

CASH, CERTIFIED CHECK or BANK DRAFT on date of transfer of title in the sum of \$ _____

DEED: Marketable title shall be conveyed by a _____ deed, and shall be free and clear of all encumbrances except usual public utilities serving the property; any restrictive covenants of record to be acceptable to the buyer.

TRANSFER OF TITLE: On or before _____ at Attorney's office, Registry of Deeds, Lending Institution, or some other place of mutual consent.

POSSESSION: Free of all tenants, personal property, and encumbrances except as herein stated is to be given on transfer of title or

AGENT: The undersigned SELLERS and BUYERS understand that _____ Agency represents the SELLER, and _____ Agency represents _____ in this transaction.

INSURANCE: The buildings on said premises shall, until full performance of this agreement, be kept insured against fire, with extended coverage by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to the BUYER, unless the premises shall previously have been restored to their former condition by the SELLER; or, at the option of the BUYER, this agreement may be rescinded and the deposit refunded if any such loss exceeds \$ _____.

TITLE: If, upon examination of title, it is found that the title is not marketable, the SELLER shall have a reasonable time, not to exceed 30 days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should the SELLER be unable to provide marketable title within said 30 days, the BUYER may rescind this agreement at the BUYER's sole option, with full deposit being refunded to the BUYER and all parties being released from any further obligations hereunder. The SELLER hereby agrees to make a good faith effort to correct the title defect within the 30 day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by the BUYER.

TAXES, condo fees, special assessments, rents, water and sewage bills and fuel in storage shall be prorated as of transfer of title or

SELLER (S) INITIALS _____/_____

BUYER (S) INITIALS _____/_____



PROPERTY INCLUDED: All fixtures _____

In Compliance with the requirements of RSA 477:4-a, the following information is provided to the BUYER relative to Radon Gas and Lead Paint:

RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure Required YES NO

BUYER acknowledges receipt of Seller Property Information Report attached hereto and so signifies by initialing here _____

INSPECTIONS: The BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific issue of concern. The Agent makes no warranties or representations regarding the condition, permitted use or value of the SELLER's real or personal property. This contract is subject to the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	___	___	within _____ Days	f. Lead Paint	___	___	within _____ Days
b. Sewage Disposal	___	___	within _____ Days	g. Pests	___	___	within _____ Days
c. Water Quality	___	___	within _____ Days	h. Hazardous Waste	___	___	within _____ Days
d. Radon Air Quality	___	___	within _____ Days	i. _____	___	___	within _____ Days
e. Radon Water Quality	___	___	within _____ Days	j. _____	___	___	within _____ Days

The use of days is intended to mean calendar days from the effective date of the contract. All inspections will be done by professionals normally engaged in the business, to be chosen and paid for by the BUYER. If the results of any inspection or other condition specified herein reveal significant defects which were not disclosed or previously known to the BUYER, the SELLER shall have the option of repairing the unsatisfactory conditions(s) prior to transfer of title if the BUYER and SELLER both agree, failing which the BUYER may terminate the contract and all deposits shall be returned to the BUYER. Notification in writing of intent to so repair should be delivered to the BUYER or BUYER's Agent within five (5) days of receipt by the SELLER of notification of unsatisfactory conditions(s). Should the SELLER elect not to repair such unsatisfactory conditions, the BUYER may declare the contract null and void by notifying the SELLER in writing within five (5) days of receipt of SELLER's election not to repair, and any earnest money shall be returned to the BUYER. If the BUYER does not notify the SELLER that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the BUYER. In the absence of inspection mentioned above, the BUYER is relying completely upon the BUYER's own opinion as to the condition of the property.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE _____.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of their obligation under this agreement, the amount of the deposit may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the Escrow Agent shall be discharged from its obligations as recited therein, and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

SELLER (S) INITIALS _____/_____

BUYER (S) INITIALS _____/_____

