

BUYING YOUR HOME NEW HAMPSHIRE DISCLOSURES



GRANTHOMES
REAL ESTATE

603.247.5579 | GrantHomes@kw.com | GrantHomesRealty.com



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF LICENSING AND BOARD ADMINISTRATION
 7 Eagle Square, Concord, NH 03301-4980
 Phone: 603-271-2152

BROKERAGE RELATIONSHIP DISCLOSURE FORM
(This is Not a Contract)

This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information

Right Now, You Are a Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

To Become a Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel, and assistance in negotiations.

For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).
I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)		Name of Consumer (Please Print)	
Signature of Consumer		Signature of Consumer	
Date	Date	Date	Date
Provided by: Name & License #		(Name and License # of Real Estate Brokerage Firm)	
Date		Date	

consumer has declined to sign this form
 (Licensees Initials)

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

EXCLUSIVE BUYER AGENCY AGREEMENT / DESIGNATED AGENCY
New Hampshire Association of REALTORS® Standard Form



This is a Legally Binding Contract. If Not Understood, Legal, Tax or Other Counsel Should Be Consulted Before Signing

- The undersigned **BUYER** (including personal representatives, administrators and assigns), _____ ("**BUYER**"), hereby employs _____ ("**FIRM**"), on this date, _____ as Buyer's Exclusive Agent for the purpose of assisting **BUYER** in purchases, options, exchanges, leases or trades of property generally described as:
 DESCRIPTION (GENERAL FEATURES DESIRED): _____
 LOCATION: _____
 Said purchase, lease or exchange of property should be in the price range of \$ _____.
- EFFECT OF EXCLUSIVE BUYER AGENCY AGREEMENT.** By employing **FIRM** as **BUYER'S** exclusive agent, **BUYER agrees to conduct all business and negotiations for property through FIRM**, and to refer to **FIRM** all inquiries received from real estate brokers, salespersons, prospective sellers, lessors, or any other source during the time this Agreement is in effect. **BUYER** agrees to pay **FIRM** a fee for professional services in the amount of \$ _____ or _____ % of the purchase price if **BUYER** or any person or entity acting on **BUYER'S** behalf purchases, options, exchanges, leases or trades any property, through the efforts of anyone including **BUYER**, where an agreement was entered into during the term of this Agreement. **BUYER** will also pay the fee to **FIRM** if **BUYER** or any other person or entity acting on **BUYER'S** behalf purchases any property where 1) an agreement to purchase the property was entered into within _____ months after the expiration or rescission of this Agreement or any extensions or renewal thereof and, 2) **BUYER** was introduced to the property by **FIRM** unless **BUYER** has entered into an Exclusive Buyer Agency Agreement with another firm. If seller's agent is authorized to disburse a portion of the commission to **FIRM**, that portion shall be credited against **BUYER'S** obligation to compensate **FIRM**. **BUYER** shall be obligated to pay any difference between the amount due and the amount paid by the seller and/or seller's agent. **BUYER** agrees that **FIRM** may retain any compensation offered by a seller and/or a seller's agent in excess of the fee for professional services recited herein. **BUYER** understands and agrees that the commission payable by **BUYER** to **FIRM** under this Agreement shall be deemed earned by **FIRM** and payable upon **BUYER'S** purchase, option, exchange, lease or trade of real estate whether or not **FIRM** was involved in the transaction. **FIRM'S** fee shall be disbursed at closing by the settlement agent.
- THIS AGREEMENT SHALL BE IN EFFECT FROM** _____ through _____. Upon full execution of a contract for sale and purchase of the property, all rights and obligations of this Agreement will extend through the date of closing as specified in the Purchase and Sales Agreement. Upon signing this Agreement, **BUYER** shall pay \$ _____ to retain **FIRM'S** services during this period. This retainer is nonrefundable and is earned when paid. In the event of a transaction by **BUYER** under the terms of this Agreement, the retainer fee will be applied as a credit against the total earned commission due **FIRM**.
- BUYER'S OBLIGATION.** **BUYER** will cooperate with **FIRM** by providing all information necessary to evaluate **BUYER'S** needs and qualifications, including personal financial information, cooperation in scheduling appointments for showings, and **by notifying other licensees at first contact that BUYER is being exclusively represented by FIRM.**
- DESIGNATED AGENCY.** **FIRM** practices designated agency. This means that **BUYER** will be appointed a specific agent(s) who will represent **BUYER** in this transaction and who will owe **BUYER** the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting. Only the **BUYER'S** designated agent(s) will represent **BUYER**. All other agents in **FIRM** will not represent **BUYER** and may represent a potential seller. By signing this agreement, **BUYER** consents to designated agency and the appointment of _____ as **BUYER'S** designated agent(s).
 Designated Agent(s) will utilize professional knowledge to make a good faith effort to locate available real property as described by **BUYER** in the property description above. Designated Agent(s) will assist **BUYER** throughout the transaction and will act at all times in **BUYER'S** interest. At time of initial contact, Agent(s) shall inform all prospective sellers and their agents with whom Agent has contact in connection with this Agreement that Agent is acting on behalf of a Buyer-principal. (As required by Rea 701.01(b) of the NH Real Estate Commission Regulations).
- SCOPE OF SERVICES.** **BUYER** acknowledges that **FIRM** is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. **BUYER** has been advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by **BUYER** that agent(s) may provide names of service providers or products as one of a number of choices available to **BUYER**. **FIRM** shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.
- DISCLOSED DUAL AGENCY.** **BUYER** acknowledges that real estate agents may represent both the **BUYER** and seller in a transaction but only with the knowledge and written consent of both the **BUYER** and seller. If the agent obtains written consent to represent both **BUYER** and the seller, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If **BUYER** wishes to view properties listed by the designated buyer agent(s), the potential for dual agency exists.

BUYER hereby consents to dual agency showings. If **BUYER** is further interested in a property listed by the designated buyer agent(s), a separate Dual Agency Informed Consent Agreement will need to be signed prior to preparation of an offer.

 BUYER DATE

 BUYER DATE

At this time, **BUYER** does not consent to dual agency showings.

 BUYER DATE

 BUYER DATE

BUYER(S) INITIALS _____

FIRM _____

**EXCLUSIVE BUYER AGENCY AGREEMENT / DESIGNATED AGENCY
New Hampshire Association of REALTORS® Standard Form**



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- 8. **OTHER BUYERS.** Other potential buyers may be interested in the same properties as **BUYER**; it is agreed that **FIRM** may represent those buyers whether such representation may arise prior to, during, or after the end of this Agreement. In such a situation **FIRM** will not disclose to either buyer the terms of the other's offer. However, sellers or sellers' representative may not treat the existence of terms or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. A Buyers' and Sellers' Guide to Multiple Offer Negotiations is available at www.nhar.org or by calling the New Hampshire Association of REALTORS® at (603) 225-5549.
- 9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.

10. ADDITIONAL PROVISIONS

THIS SERVICE IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

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BUYER _____ DATE _____

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BUYER _____ DATE _____

ADDRESS _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

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FIRM _____ BY _____ TITLE _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____



Keller Williams Realty Metropolitan

Value Added Affiliated Business Services Disclosure

To promote the benefits of one-stop shopping and achieve a smooth, streamlined closing process for buying or selling real estate, Keller Williams Realty Metropolitan (KWRM) is pleased to offer the title and closing services of its in-house joint venture partner, Monarch Title Services, LLC (Monarch Title).

One of *Monarch Title's benefits* is to provide an immediate title search once a buyer is under contract, to assure seller can convey clear title for buyer's purchase of their real estate. Some title companies charge additional fees to search, update or record the title, but our settlement fee includes those services without any "junk fees".

Monarch Title is part of KWRM team, and by being in house, works seamlessly with your real estate agent as well as your lender to assure "closing the deal" in an efficient, informed and accountable manner.

IMMEDIATE TITLE SEARCH: Do you want Monarch Title, for no extra fee, to expedite your title search as buyer, upon your sales contract being signed?

(Please email this with your signed contract to packages@monarchclosing.com)

Please note that KWRM has an ownership interest exceeding 1% in Monarch Title and because of this relationship, any referral may provide KWRM with a financial benefit. You are not required to use Monarch Title, whose estimated settlement charges are as follows: Financed Purchase: \$495 to \$695. There are settlement services providers with similar services, so you may shop around to determine that you are receiving the best services at the best rates.

Please provide following:

Name of Real Estate Agent	
Name of Lender/Loan Officer	

I have read this disclosure form and understand that KWRM may refer me to Monarch Title for title services for my purchase and may receive a financial benefit from this referral.

Consumer Signature

Consumer Signature

kw METROPOLITAN
KELLERWILLIAMS. REALTY
Important Disclosures to Prospective Purchasers of Real Estate

The following disclosures (with contact information) are to assist you in conducting your due diligence as to any property that you are considering purchasing. We urge you to research and investigate all matters related to such properties so that you can make informed decisions before you decide to make an offer to purchase real estate.

Notice of Airports in Vicinity

This property may be located in the vicinity of an airport. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, odors, construction and expansion). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. For more information you may contact: Airport Director, Manchester Airport 603-624-6539, Pease International, Portsmouth Airport Operations Department 603-433-6536, Nashua Municipal Airport, Airport Manager's office 603-882-0661.

Flood Hazard Zones

Please note that flood zones may be reclassified from time to time, and may occur prior to or during ownership. It is always a good precaution to check the current status prior to purchasing. FEMA stores flood maps in local "Map Repositories" so that you can have easy access to them. Please call the FEMA Map Assistance Center toll free at 1-877-FEMA MAP (1-877-336-2627) or "E-mail a Map Specialist" for information on where the map repository for your community is located. Flood maps are also available through the Map Service Center. For New Hampshire information on flooding in your area contact the NH Department of Safety Homeland Security and Emergency Management at 1-800-852-3792 or their Website at <http://www.nhoem.state.nh.us/>

Megan's Law

Megan's Law was enacted to notify buyers and tenants about the proximity of registered sex offenders. Buyers and tenants may access a database containing information about registered sex offenders by contacting area police departments and the State of New Hampshire. New Hampshire Registration of Criminal Offenders, <https://business.nh.gov/nsor/>

Neighborhood Environmental Contamination

The potential for hazardous substance contaminated sites in the vicinity of residential property could be anything from a local gasoline station with a leaking underground fuel tank to an industrial site. These hazards may effect nearby as well as an entire surrounding area. Buyers with questions about environmental contamination issues are encouraged to contact the U.S. Environmental Agency at Customer Call Center: New England States 888-372-7341, Outside New England 617-918-1111. US EPA, Region 1, 1 Congress Street, Boston, MA 02114-2023 or their website at <http://www.epa.gov/region1/>.

Highway or Road Construction and Expansion

Highway or road construction and expansion is an ongoing process throughout the State of NH. For information pertaining to a specific location, please contact the local town or city planning board or the States DOT at New Hampshire Department of Transportation, 603-271-3734, <http://www.nh.gov/dot/index.htm>.

PFAS in New Hampshire Well Water

<https://www.pfas.des.nh.gov/>

There is also a pamphlet available from the New Hampshire Bar Association called "Home Buying and Selling in New Hampshire" that you may obtain in hard copy by calling 603-224-6942.

By signing below, we acknowledge that we have received a copy of this disclosure.

Date

Signature

Date

Signature

**VIDEO AND AUDIO RECORDING EQUIPMENT
NOTIFICATION TO ALL SELLERS AND BUYERS**

IT IS A CLASS B FELONY TO RECORD ANYONE WITHOUT THEIR CONSENT. IF YOUR HOME HAS VIDEO OR AUDIO SURVEILLANCE OF ANY KIND, INCLUDING CAMERA DOORBELLS, ALEXA OR SIMILAR EQUIPMENT, IT NEEDS TO BE DISARMED, TURNED OFF, OR REMOVED PRIOR TO ALL SHOWINGS AND OPEN HOUSES.

NH State Law states, RSA 570-A:2 provides as follows:

It is a Class B felony if

- I. Without the consent of all parties to a communication - including an oral communication;
2. A person willfully intercepts or endeavors to intercept any telecommunication or oral communication.

BUYERS should expect that recording equipment is present in all properties they visit.

Accordingly, it is recommended that BUYER and SELLER act as follows:

1. SELLER should disable all audio or video recording equipment prior to all showings or obtain the advanced written consent of the BUYER and BUYER's Agent to be recorded.
2. PROSPECTIVE SELLER's agent should advise the prospective seller to consult with an attorney if SELLER intends to have active any audio or video recording equipment during showings because doing so may expose the SELLER to criminal and civil penalties.
3. A BUYER should be very careful because a SELLER may choose not to disclose the existence of active recording devices notwithstanding the law.
4. PROSPECTIVE BUYER's agent should advise the prospective BUYER to not disclose any confidential information until BUYER is in a secure environment such as the agent's car or office.

--	--

Name of consumer
Print & Sign

DATE

Name of consumer
Print & Sign

DATE

--	--

Name of consumer
Print & Sign

DATE

Name of consumer
Print & Sign

DATE

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AGENT

DATE

AGENT

DATE

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



_____ ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 23 of this Agreement.

1. **THIS AGREEMENT** made this _____ day of _____, _____ between _____ ("SELLER") of _____, City/Town _____, State _____ Zip _____ and _____ ("BUYER") of _____, City/Town _____, State _____ Zip _____.

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of _____ located at _____ County _____ Book _____ Page _____ Date _____ ("PROPERTY").

3. The **SELLING PRICE** is _____ Dollars \$ _____. A DEPOSIT in the form of _____, is to be held in an escrow account by _____ ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within _____ days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ _____. BUYER agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered on or before _____. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$ _____.

4. **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.

5. **TRANSFER OF TITLE:** On or before _____ at _____ or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: _____

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within _____ hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
_____ of _____ is a seller agent buyer agent facilitator disclosed dual agent*

_____ of _____ is a seller agent buyer agent facilitator disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$ _____.

SELLER(S) INITIALS _____ BUYER(S) INITIALS _____



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

10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures _____

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

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required YES NO

PFAS: Poly - and perfluoroalkyl substances: (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

Flood: Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.

13. **Waterfront Property.** Buyers of Waterfront Property may be required to obtain a septic evaluation prior to closing. Buyers should perform due diligence on this issue.

14. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES**

BY INITIALING HERE: _____

15. **INSPECTIONS:** The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

SELLER(S) INITIALS _____ BUYER(S) INITIALS _____

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

- (a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or
- (b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:
 - 1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or
 - 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
 - 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon 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: _____

16. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input type="checkbox"/>	<input type="checkbox"/>	d. Condominium documentation per N.H. RSA 356- B:58	<input type="checkbox"/>	<input type="checkbox"/>
b. Easements of Record/Deed	<input type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within _____ days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

17. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of 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

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18. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. FINANCING: This Agreement (is) (is not) contingent upon BUYER obtaining financing under the following terms: AMOUNT _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

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For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency. BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within _____ calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by _____ ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

SELLER(S) INITIALS

BUYER(S) INITIALS /

PURCHASE AND SALES AGREEMENT
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If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller Buyer

20. ADDITIONAL PROVISIONS:

CONCESSIONS:

PROFESSIONAL FEE:

21. ADDENDA ATTACHED: Yes No _____

SELLER(S) INITIALS

BUYER(S) INITIALS

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- 22. CHOICE OF LAW AND VENUE:** The parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.
- 23. EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

BUYER	BUYER
DATE/TIME	DATE/TIME

MAILING ADDRESS	MAILING ADDRESS
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CITY	STATE	ZIP	CITY	STATE	ZIP
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SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER	SELLER
DATE/TIME	DATE/TIME

MAILING ADDRESS	MAILING ADDRESS
-----------------	-----------------

CITY	STATE	ZIP	CITY	STATE	ZIP
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Thank you

for trusting us with your real estate needs

