

SELLING 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

<p>Right Now, You Are a Customer</p> <p>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.</p> <p>As a customer, you can expect a real estate licensee to provide the following customer-level services:</p> <ul style="list-style-type: none">• 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.	<p>To Become a Client</p> <p>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.</p> <p>As a client, in addition to the customer-level services, you can expect the following client-level services</p> <ul style="list-style-type: none">• Confidentiality;• Loyalty;• Disclosure;• Lawful Obedience; and• Promotion of the client's best interest. <p>For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.</p> <p>For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.</p> <p>Client-level services also include advice, counsel, and assistance in negotiations.</p>
--	--

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	Date	Signature of Consumer	Date
Provided by: Name & License #		Date	
(Name and License # of Real Estate Brokerage Firm)			
<input type="checkbox"/> 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 LISTING 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.

1. The undersigned seller(including owner, heirs, personal representatives, administrators and assigns), _____ ("SELLER"), hereby gives the undersigned _____ ("FIRM"), on this date, _____
 Keller Williams Realty Metropolitan _____, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at _____
 Londonderry, 03053 _____ owned by SELLER consisting of _____ and including any
 other property, real or personal, subsequently added thereto, recorded in the _____ County
 Registry of Deeds in Book _____ Page _____ ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of
 \$ _____ on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent.

2. **Commissions are not set by law and are fully negotiable.** If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree:
- (a) SELLER agrees to provide compensation to the listing FIRM in the amount of \$ _____ or _____ % of the contract price or lease amount.
 - If BUYER is unrepresented, SELLER agrees to pay FIRM an additional \$ _____ or an additional _____ % of the contract price or lease amount.
 - (b) YES NO - SELLER agrees to provide compensation in the amount of \$ _____ or _____ % of the contract price or lease amount to a firm working in any capacity with a BUYER.
 - (c) YES NO - SELLER agrees to provide compensation as detailed in Section 9 – Additional Provisions.

Any commission due shall be based on either the gross contract price or the net contract price (gross contract price less amounts paid on behalf of buyer such as closing costs, points, etc. as specified in the Purchase & Sales Agreement).

3. **THIS AGREEMENT SHALL BE IN EFFECT** from _____, through _____. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase & Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the MLS Prime Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within two business days (or within one business day after publicly marketing a "residential" property) which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within _____ months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase & Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or _____.

4. **DESIGNATED AGENCY.** This FIRM practices designated agency. This means that SELLER will be appointed a specific agent(s) who will represent SELLER in this transaction and who will owe SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Only the SELLER'S designated agent(s) will represent SELLER. All other agents in FIRM will not represent SELLER and may represent a potential buyer. By signing this agreement, SELLER consents to designated agency and the appointment of _____ as SELLER'S designated agent(s).
 Cheryl Grant

5. **DISCLOSED DUAL AGENCY.** SELLER 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 SELLER and the buyer, 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 SELLER would like the property shown to buyers who are also represented by the FIRM, the potential for dual agency exists.

SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

SELLER	SELLER
DATE	DATE

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

SELLER	SELLER
DATE	DATE

Not applicable - FIRM does not practice dual agency.

6. **DUTIES OF SELLER.** SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. SELLER hereby agrees to hold FIRM harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing. SELLER authorizes the disclosure by FIRM of information concerning the contemplated transaction to the MLS, closing agent and lender, if any, for verification and compliance purposes. SELLER shall cooperate with agent(s) of FIRM and other firms.

7. **SCOPE OF SERVICES.** SELLER 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. SELLER is hereby advised to seek professional advice concerning the condition of the Property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

Initials _____
 Seller Seller FIRM

**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

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.

<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> BUYER	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> BUYER				
DATE	DATE				
<hr/>					
ADDRESS	ADDRESS				
<hr/>					
CITY	STATE	ZIP	CITY	STATE	ZIP
<hr/>		<hr/>			
FIRM	<div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div>	BY	TITLE	DATE	
<hr/>		<hr/>		<hr/>	
ADDRESS	CITY	STATE	ZIP		

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

1. 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	Name of consumer
DATE	DATE
Print & Sign	Print & Sign
Name of consumer	Name of consumer
DATE	DATE
Print & Sign	Print & Sign
AGENT	AGENT
DATE	DATE

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



_____, ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 22 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 _____

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



- 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

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

BY INITIALING HERE: _____

14. 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:

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 14. 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

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

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



- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(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:

15. 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.

16. 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.

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

18. FINANCING: This Agreement (is) (is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT	TERM/YEARS	RATE	MORTGAGE TYPE

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.

SELLER(S) INITIALS BUYER(S) INITIALS

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



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.

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 _____

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

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



19. ADDITIONAL PROVISIONS:

20. ADDENDA ATTACHED: Yes No

21. 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.

22. 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 initiated 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 _____ DATE/TIME _____

BUYER _____ DATE/TIME _____

MAILING ADDRESS _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

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

SELLER _____ DATE/TIME _____

SELLER _____ DATE/TIME _____

MAILING ADDRESS _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** _____

2. **PROPERTY LOCATION:** _____

3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** Yes No

4. **SELLER:** has has not occupied the property for _____ years.

5. **WATER SUPPLY**

Please answer all questions regardless of type of water supply.

a. **TYPE OF SYSTEM:** Public Private Seasonal Unknown
 Drilled Dug Other _____

b. **INSTALLATION: Location:** _____
 Installed By: _____ Date of Installation: _____
 What is the source of your information? _____

c. **USE:** Number of persons currently using the system: _____
 Does system supply water for more than one household? Yes No

d. **MALFUNCTIONS:** Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
 Pump: Yes No N/A Quantity: Yes No
 Quality: Yes No Unknown

If YES to any question, please explain in Comments below or with attachment.

e. **WATER TEST:** Have you had the water tested? Yes No Date of most recent test _____
 IF YES to any question, please explain in Comments below or with attachment.
 Are you aware of any test results reported as unsatisfactory or satisfactory with notations? Yes No
 IF YES, are test results available? Yes No
 What steps were taken to remedy the problem? _____

COMMENTS:

6. **SEWAGE DISPOSAL SYSTEM**

a. **TYPE OF SYSTEM:** Public: Yes No Community/Shared: Yes No
 Private: Yes No Unknown
 Septic Design Available: Yes No

b. **IF PUBLIC OR COMMUNITY/SHARED**
 Have you experienced any problems such as line or other malfunctions? Yes No
 What steps were taken to remedy the problem? _____

c. **IF PRIVATE:**
TANK: Septic Tank Holding Tank Cesspool Unknown Other _____
 Tank Size _____ Gal. Unknown Other: _____
 Tank Type Concrete Metal Unknown Other: _____
 Location: _____ Location Unknown Date of Installation: _____
 Date of Last Servicing: _____ Name of Company Servicing Tank: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____

SELLER(S) INITIALS _____ / _____

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: _____

d. LEACH FIELD: Yes No Other: _____
 IF YES, Location: _____ Size: _____ Unknown: _____
 Date of installation of leach field: _____ Installed By: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? Yes No Unknown
 IF YES, has a site assessment been done? Yes No Unknown
 Source of Information: _____
 Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

7. INSULATION	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
	Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property? Yes No Unknown IF
 YES: Are tanks currently in use? Yes No
 IF NO: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Are you aware of any past or present problems such as leakage, etc? Yes No
 Comments: _____
 If tanks are no longer in use, have the tanks been removed? Yes No Unknown
 Comments: _____

b. ASBESTOS - Current or previously existing:

As insulation on the heating system pipes or ducts? Yes No Unknown
 In the siding? Yes No Unknown In the roofing shingles? Yes No Unknown
 In flooring tiles? Yes No Unknown Other _____ Yes No Unknown
 If YES, Source of information: _____
 Comments: _____

c. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown
 If YES: Date: _____ By: _____
 Results: _____ If applicable, what remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No
 Are test results available? Yes No
 Comments: _____

SELLER(S) INITIALS _____ / _____

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: _____

d. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Comments: _____

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? Yes No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? Yes No

Comments: _____

f. Are you aware of any other hazardous materials? Yes No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

Yes No Unknown If YES, Explain: _____

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

Yes No Unknown If YES, Explain: _____

What is your source of information? _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

Yes No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property? Yes No

If YES, Explain: _____

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.? YES NO UNKNOWN If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone? Yes No Unknown

Comments: _____

g. Has the property been surveyed? Yes No Unknown If YES, By: _____

If YES, is survey available? Yes No Unknown

h. How is the property zoned? _____

i. Street (check one): Public Private Association

If private, is there a written road maintenance agreement? Yes No

Additional Information: _____

j. Heating System Age: _____ Type: _____ Fuel: _____ Tank Location: _____

Owner of Tank: _____

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? _____

Secondary Heat Systems: _____

Comments: _____

SELLER(S) INITIALS /

BUYER(S) INITIALS /

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: _____

- k. Roof Age: _____ Type of Roof Covering: _____
 Moisture or leakage: _____
 Comments: _____
- l. Foundation/Basement: Full Partial Other: _____ Type: _____
 Moisture or leakage: _____
 Comments: _____
- m. Chimney(s) How Many? _____ Lined? _____ Last Cleaned: _____ Problems? _____
 Comments: _____
- n. Plumbing Type: _____ Age: _____
 Comments: _____
- o. Domestic Hot Water: Age: _____ Type: _____ Gallons: _____
- p. Electrical System: # of Amps _____ Circuit Breakers Fuses
 Comments: _____
 Solar Panels: Leased Owned If leased, explain terms of agreement: _____
 Comments: _____

- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits? Yes No
 If Yes, please explain: _____
- r. Pest Infestation: Are you aware of any past or present pest infestations? Yes No Type: _____
 Comments: _____
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) Yes No If YES, please explain: _____
- t. Air Conditioning: Type: _____ Age: _____ Date Last Serviced and by whom: _____
 Comments: _____
- u. Pool: Age : _____ Heated: Yes No Type: _____ Last Date of Service: _____
 By Whom: _____
- v. Generator: Portable: Yes No Whole House: Yes No Kw/Size: _____ Last Date of Service: _____
 If Portable: Included Negotiable
 Comments: _____
- w. Internet: Type Currently Used at Property: _____
- x. Other (e.g. Alarm System, Irrigation System, etc.) _____
 Comments: _____

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS /

BUYER(S) INITIALS /

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: _____

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?
 Yes No

b. ADDITIONAL COMMENTS:

ACKNOWLEDGEMENTS

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER _____ DATE _____

BUYER _____ DATE _____

Thank you

for trusting us with your real estate needs

