

**Offer to Purchase Real Estate**

**“This is a legally binding contract. If not understood, seek competent advice.”**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

I hereby offers to purchase the property herein identified as \_\_\_\_\_  
\_\_\_\_\_

We hereby offer to purchase said property under the following terms and conditions:

1. We will pay therefore \_\_\_\_\_, of which:
  - a. \_\_\_\_\_ is paid herewith as a deposit to bind this offer.
  - b. \_\_\_\_\_ is to be paid as an additional deposit upon execution of Purchase and Sale Agreement.
  - c. \_\_\_\_\_ is to be paid in cash, certified check or bank draft at the time of the delivery of the Deed.
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_ is the Total Purchase Price
2. This Offer is good until 5:00 PM on \_\_\_\_\_, at or before which time a copy hereof shall be signed by you, the Seller, signifying acceptance of this Offer, and returned to me forthwith; otherwise this Offer shall be considered as rejected and any money deposited herewith shall be returned to me forthwith.
3. The parties hereto shall execute a Purchase and Sale Agreement on or before 5:00 PM on \_\_\_\_\_, which when executed shall be the Agreement between the parties hereto.
4. A good and sufficient Deed, conveying a good, clear, and marketable title of record shall be delivered at 1:30 PM on \_\_\_\_\_, at the Dukes County Registry of Deeds, unless some other time and place are mutually agreed upon.
5. (a) If you (Seller) do not fulfill your (Seller’s) obligations under this Agreement, said Agreement shall be enforceable both at law and in equity, (inclusive of specific performance). (b) If I (Buyer) do not fulfill my obligations under this offer, the deposit (1) (a) mentioned above shall become your (Seller’s) property as liquidated damages without recourse to either party.
6. Time is of the essence hereof.
7. A fee of \_\_\_\_\_ % shall be paid by the Seller to \_\_\_\_\_ the listing broker, upon passing of title.
8. Addendum hereto attached.

Witness my (our) hand(s) and seal(s).

Signed _____	Print _____
Signed _____	Print _____
Address _____	
Phone _____	

This Offer is accepted upon the foregoing terms and conditions at \_\_\_\_\_ M. on \_\_\_\_\_.  
Receipt of deposit in the amount of \$ \_\_\_\_\_ is hereby acknowledged.

Witness my (our) hand(s) and seal(s).

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**ADDENDUM TO OFFER TO PURCHASE**

The BUYER acknowledges that the Purchase Price herein is subject to a fee of two per cent (2%), payable by the BUYER to the Martha's Vineyard Land Bank Commission at the Time of Closing, subject to any applicable exemption. Execution of an affidavit attesting to the true and complete Purchase Price shall be required.

**(Circle applicable)**

The Buyer acknowledges that he has been provided Mandatory Agency Disclosure and Property Transfer Notification (Lead Paint).

The BUYER, at his sole cost and expense, may obtain an inspection of the Premises, including but not limited to structural, mechanical or other systems; termite and other pest infestations; and lead paint, by someone in the business of conducting such inspections, on or before \_\_\_\_\_. If it is the opinion of such inspector that the Premises contains serious structural, mechanical or other defects, then the BUYER may terminate this Agreement by written notice to the SELLER and/or BROKER, as agent for the SELLER, prior to \_\_\_\_\_, which notice shall be accompanied by a copy of the inspector's opinion and any related inspection report, whereupon all deposits made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

The SELLER agrees to provide a Title V inspection by a certified licensed inspector, as required under Massachusetts law. In the event that the inspection results in a system in need of repair or a "failed or non-conforming" system, as defined by said Title V, then, all deposits made hereunder shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless the SELLER at his sole option agrees to make such repairs to the system as would result in a Certificate of Compliance from the Town of \_\_\_\_\_ Board of Health.

In order to help finance the acquisition of said Premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \_\_\_\_\_, at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before \_\_\_\_\_, the BUYER may terminate this Agreement by written notice to the SELLER and/or the BROKER, as agent for the SELLER, prior to the expiration of such time, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer