





The Forms

SALE PENDING

#501 - Contract to Purchase Real Estate

#503 - Purchase and Sale Agreement

#310 – Seller Agreement to Compensate Cooperating Broker Addendum





- In much of the state, we follow a 2-step process starting with the **Contract to Purchase Real Estate**
- When completing the top section, indicate whether you are operating on behalf of the buyer or seller and be sure to check off your role.

Remember, this doesn't replace the agency disclosure; it fulfills the REALTOR® Code of Ethics Article 16

From: Name(s): Address:	BUYER(S):		To: Name(s): Address:	OWNER OF RECO	RD ("SELLER"):
The agent	Agent ☐ Seller's Agent ☐ F	Facilitator Dual Agent			_ is operating in this transaction as:
This provisi	ion does not eliminate the r	requirement to have a signed 1-10 in the REALTOR® Code		al Estate Licensee-Co	onsumer Relationship Disclosure, bu
The BUYE	R offers to purchase the re	eal property described as _	4		
to which I h	aus boss introduced by		together wit		provements thereon (the "Premises" in the following terms and conditions:
ED WHICH I I	ave been introduced by			upo	in the rollowing terms and conditions:
1. Purchas	se Price: The BUYER agn	rees to pay the sum of\$			to the SELLER for the purchase of
	es (the "Offer"), due as follo				
		as a deposit to bind	this Offer		
		rewith to the Seller or Seller's			
		d forthwith upon receipt of wr			
		as an additional dep			
	Balance by bank's, or	cashier's, treasurer's or certif	ied check or wi	e transfer at time for	closing.
2 Duratio					
a. Durauo	n Of Offer. This Offer is w	alid until a.m./p	o.m. on		by which time a copy of thi
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Offer shall I	be signed by the SELLER, fered herewith shall be return	accepting this Offer and returned to the BUYER. Upon wr	rned to the BU	e BUYER or BUYER'S	by which time a copy of thi ffer shall be deemed rejected and the S agent of the SELLER'S acceptance
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- The Contract to Purchase Real Estate is the buyer's offer, specifying the price and terms
- Pay attention to the purchase price (section 1), especially regarding the deposit
 - If funds aren't provided, the first box shouldn't be checked
 - If funds come later, check the second box, indicating they'll be delivered promptly upon acceptance

From: Name(s): Address:	BUYER(S):	To: Name(: Addres):	RECORD ("SELLER"):
The agent				is operating in this transaction a
☐ Buyer's / on behalf of	Agent ☐ Seller's Agent ☐ Facilitate	or □ Dual Agent		
	on does not eliminate the requirer fy Standard of Practice 16-10 in th		Real Estate Licens	ee-Consumer Relationship Disclosure,
The BUYE	R offers to purchase the real prop		with all buildings a	nd improvements thereon (the "Premise
to which I h	ave been introduced by	togethe	with all buildings a	upon the following terms and condition
		ith upon receipt of written accept as an additional deposit upon ea s, treasurer's or certified check of	ecuting the Purchas	
	iii. Balance by bank's, cashier's	s, treasurer's or certified check of	r wire transfer at tim	e for closing.
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- The offer includes a window of time for acceptance
 - Note: If the seller doesn't accept within the window, it's an considered a rejection
- The contract also covers closing details, escrow, and contingencies like mortgage or inspection
 - Note: If the buyer is waiving a contingency, that language may be redacted

-	Contract. If Legal Advice Is Desired, Consult		CHAIRD OF BEGODD WOELLEDIN
From: Name(s): Address:	BUYER(S):	To: Name(s): Address:	OWNER OF RECORD ("SELLER"):
The agent			is operating in this transaction as:
☐ Buyer's on behalf of	Agent□ Seller's Agent□ Facilitator□ Dual A f	gent	
acts to sati	sfy Standard of Practice 16-10 in the REALTO	R® Code of Ethics.	al Estate Licensee-Consumer Relationship Disclosure, bu
The BUYE	R offers to purchase the real property describ		h all buildings and improvements thereon (the "Premises"
to which I h	nave been introduced by		upon the following terms and conditions:
			4.4.0511584.4
	se Price: The BUYER agrees to pay the sum es (the "Offer"), due as follows:	or\$	to the SELLER for the purchase o
	i. \$ as a depos	it to bind this Offer	
	and delivered herewith to the Seller		
	or to be delivered forthwith upon red	elpt of written acceptance	e
			ting the Purchase And Sale Agreement;
	- Balanca by bankla anabiada tanan and		a bassins at time for alsains
2. Duratio	n Of Offer. This Offer is valid until	алт/рлп. оп	by which time a copy of this
Offer shall	be signed by the SELLER, accepting this Offer	and returned to the BUY	ER, otherwise this Offer shall be deemed rejected and the
money ten	dered herewith shall be returned to the BUYER.	. Upon written notice to the	e BUYER or BUYER'S agent of the SELLER'S acceptance
	ed Offer shall form a binding agreement. TIME		
	se And Sale Agreement. The SELLER and the		
			ASSOCIATION OF REALTORS® or substantial equivalent
			d this Offer shall have no further force and effect.
			good and clear record and marketable title at
am/pm.o			County Registry of Deeds or such other time
	may be mutually agreed upon by the parties. The deposit shall be held by		
		20	
5. Escrow			
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- The seller may be able to retain the buyer's deposit if the buyer breaches the contract; however, prior to the release of any deposit as liquidated damages, a mutual agreement or a court order should be provided to the escrow agent
- At the bottom, the seller can accept or provide a counteroffer to continue negotiations
- There's also a section for a deposit receipt

reasonable efforts to obtain financi	no unless the RIIVER has	submitted one application by		and acted
reasonably promptly in providing a	•			and acce
b. Inspections. (Delete If Wai	ved) The BUYER'S oblig	ations under this agreement ar	e subject to the right to	obtain inspection(s) o
the Premises or any aspect thereo	f, including, but not limited	to, home, pest, radon, lead pai	int, energy usage/efficiend	cy, septic/sewer, wate
quality, and water drainage by co	nsultant(s) regularly in the	business of conducting said in	spections, of BUYER'S	own choosing, and a
BUYER'S sole cost by				
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the duty of the BUYER to seek adv	,			
that there are no warranties or repr	esentations made by the S	ELLER or any broker on which I	BUYER relies in making t	this Offer, except those
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Page 2 of 2





#503: Purchase and Sale Agreement

- The Purchase and Sale Agreement reiterates the contract to purchase terms
 - Note: This isn't a chance to renegotiate; it's a confirmation of agreed-upon terms with additional term specificity
- The agreement details requirements from the seller, including title, plans, and the premises' condition upon transfer

Remember, additional provisions should only be drafted by an attorney to avoid legal issues

	e this Agreement this ade in any prior Contra	day of act To Purchase or agreement fo	or sale entere			ment supersedes ar	nd replaces
1. Parties.							
to "SELLER " a	grees to sell and					ûn.	sert name)
ele occuert, o	grees to see and					(in	sert name)
to be made to a performance set	nother person or entity forth in paragraph 5. D	nises described in paragraph 2 y ("Nominee") upon notification lesignation of a Nominee shall nerformance by the Nominee.	in writing to	SELLER at le	ast five busin	ness days prior to	the date fo
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					, as more s	pedfically describe	d in a deed
recorded in the		Registry of Deeds	at Book	, Page		, (Certificate No.)
a copy of which	☐ is ☐ is not (choose	e one) attached; and					
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#503: Purchase and Sale Agreement

- Important: The acknowledgment of the broker's fee is included
 - Note: The compensation ultimately paid to any broker participating in the transaction will be governed by an exclusive representation agreement between the broker and client or as otherwise agreed to by the brokers or the parties to the transaction

STANDARD PURCHASE AND SALE AGREEMENT #503 (Page 4 of 6) (With Contingencies)



price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established. (If tenants will continue to occupy the Premises, use of the Rental Property Addendum to Purchase And Sale Aprement should be considered.)

14. Acknowledgment Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of (
(13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that (Insert name), a real estate broker, is seeking a fee from of listing broker, seller or buyer, if applicable) for services rendered as a seller by subsigent buyer's agent facilitator (non-agent) (choose one). The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.
15. Buyer's Default. If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER's gree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.
16. Buyer's Financing. (Delete If Walved) The BUYER's obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of \$ at prevailing rates, terms and conditions by The BUYER shall have an obligation to act reasonably diligently to satisfy any conditions
within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all oilgisfons of the BUYER and

17. Inspections/Survey. (Delete If Waived) The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost within _____ days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER's shall have the right to give written notice received by the SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monites deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered. The BUYER acknowledges receipt of the Home Inspectors Facts For Consumers brothure prepared by the Office of Consumer Affairs.

SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by

and acted reasonably promptly in providing any additional information requested by the mortgage lender.

18. Lead Paint Laws. For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer

SELLER'S INITIALS _____

BUYER'S INITIAL

WIASSF UKMS

1999, 2000, 2002, 2006, 2007, 2008, 2010, 2012 , 2020, 2022 MASSACHUSETTS ASSOCIATION OF REALT(



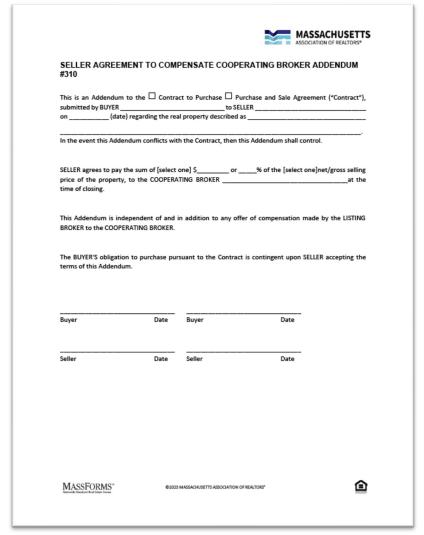






#301: Seller Agreement to Compensate Cooperating Broker Addendum

- This addendum, attachable to the Contract to Purchase Real Estate or the Purchase and Sale Agreement, allows buyers to request the seller to pay a specific amount to the cooperating broker at closing
- This is independent of any other offer of compensation and helps buyers fulfill their obligation to compensate their agent as per their exclusive representation agreement



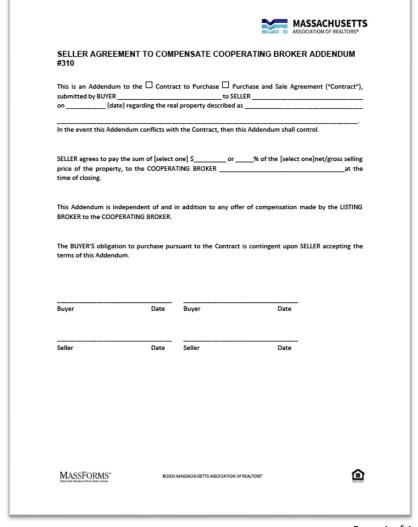




#301: Seller Agreement to Compensate Cooperating Broker Addendum

 If the seller disagrees with the addendum's terms, they might choose to not accept the offer, as the buyer's offer is contingent upon the seller's acceptance of the addendum terms

These key points will help with smoother transactions







Resources



These purchase agreements are available in the MAR forms library:

#501 - Contract to Purchase Real Estate

#503 - Standard Purchase and Sale Agreement

#310 – Seller Agreement to Compensate Cooperating Broker Addendum





MAR LEGALHOTLINE

1-800-370-LEGAL (5342)

- Call 800-370-LEGAL (5342) from 9 am 4 pm
 Monday through Friday
- Or email Legalhotline@marealtor.com any time





