

A photograph of a residential neighborhood. In the foreground, a white signpost holds a red sign with the words "SALE PENDING" in white, bold, sans-serif capital letters. The sign is slightly tilted. Behind the sign, a well-maintained lawn leads to a sidewalk and a house with a blue roof and white trim. The background shows more houses and trees under a clear blue sky.

SALE PENDING

BROKER RESOURCES

Purchase Agreements



MASSACHUSETTS
ASSOCIATION OF REALTORS®



The Forms

#501 – Contract to Purchase Real Estate

#503 – Purchase and Sale Agreement

**#310 – Seller Agreement to Compensate Cooperating
Broker Addendum**



MASSACHUSETTS
ASSOCIATION OF REALTORS®


BROKER RESOURCES



#501: Contract to Purchase Real Estate

- 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

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2) 

(With Contingencies)
(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: **BUYER(S):** Name(s): _____ Address: _____
To: **OWNER OF RECORD ("SELLER"):** Name(s): _____ Address: _____

The agent _____ is operating in this transaction as:
 Buyer's Agent Seller's Agent Facilitator Dual Agent
on behalf of _____

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practices 16-10 in the REALTOR® Code of Ethics.

The BUYER offers to purchase the real property described as _____ together with all buildings and improvements thereon (the "Premises") to which I have been introduced by _____ upon the following terms and conditions:


- 1. Purchase Price:** The BUYER agrees to pay the sum of \$ _____ to the SELLER for the purchase of the Premises (the "Offer"), due as follows:
 - i.** \$ _____ as a deposit to bind this Offer
 and delivered herewith to the Seller or Seller's agent
 or to be delivered forthwith upon receipt of written acceptance
 - ii.** \$ _____ as an additional deposit upon executing the Purchase and Sale Agreement;
 - iii.** Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.
- 2. Duration Of Offer.** This Offer is valid until _____ a.m./p.m. on _____ by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. **TIME IS OF THE ESSENCE AS TO EACH PROVISION.**
- 3. Purchase And Sale Agreement.** The SELLER and the BUYER shall, on or before _____ a.m./p.m. on _____ execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.
- 4. Closing.** The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at _____ a.m./p.m. on _____ at the _____ County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.
- 5. Escrow.** The deposit shall be held by _____, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.
- 6. Contingencies.** It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:
 - a. Mortgage.** (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for 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 condition within the BUYER'S control. If, despite reasonable 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 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used

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10.22.2014/403031



#501: Contract to Purchase Real Estate

- 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

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2) 

(With Contingencies)
(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: **BUYER(S):** Name(s): _____ Address: _____
To: **OWNER OF RECORD ("SELLER"):** Name(s): _____ Address: _____

The agent _____ is operating in this transaction as:
 Buyer's Agent Seller's Agent Facilitator Dual Agent
on behalf of _____

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practices 16-10 in the REALTOR® Code of Ethics.

The BUYER offers to purchase the real property described as _____ together with all buildings and improvements thereon (the "Premises") to which I have been introduced by _____ upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$ _____ to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- \$ _____ as a deposit to bind this Offer
 and delivered herewith to the Seller or Seller's agent
 or to be delivered forthwith upon receipt of written acceptance
- \$ _____ as an additional deposit upon executing the Purchase and Sale Agreement;
- Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. **TIME IS OF THE ESSENCE AS TO EACH PROVISION.**

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before _____ a.m./p.m. on _____ execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at _____ a.m./p.m. on _____ at the _____ County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by _____, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:


a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for 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 condition within the BUYER'S control. If, despite reasonable 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 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used

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#501: Contract to Purchase Real Estate

- 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 TO PURCHASE REAL ESTATE #501 (Page 1 of 2) 

(With Contingencies)
(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: BUYER(S): _____ To: OWNER OF RECORD ("SELLER"): _____
Name(s): _____ Name(s): _____
Address: _____ Address: _____

The agent _____ is operating in this transaction as:
 Buyer's Agent Seller's Agent Facilitator Dual Agent
on behalf of _____

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practices 16-10 in the REALTOR® Code of Ethics.

The BUYER offers to purchase the real property described as _____ together with all buildings and improvements thereon (the "Premises") to which I have been introduced by _____ upon the following terms and conditions:

1. **Purchase Price:** The BUYER agrees to pay the sum of \$ _____ to the SELLER for the purchase of the Premises (the "Offer"), due as follows:
i. \$ _____ as a deposit to bind this Offer
 and delivered herewith to the Seller or Seller's agent
 or to be delivered forthwith upon receipt of written acceptance
ii. \$ _____ as an additional deposit upon executing the Purchase and Sale Agreement;
Release by buyer's cashless transfer of proceeds as per wire transfer at time of closing.

2. **Duration Of Offer.** This Offer is valid until _____ a.m./p.m. on _____ by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. **TIME IS OF THE ESSENCE AS TO EACH PROVISION.**

3. **Purchase And Sale Agreement.** The SELLER and the BUYER shall, on or before _____ a.m./p.m. on _____ execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. **Closing.** The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at _____ a.m./p.m. on _____ at the _____ County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. **Escrow.** The deposit shall be held by _____, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.


6. **Contingencies.** It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:
a. **Mortgage.** (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for 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 condition within the BUYER'S control. If, despite reasonable 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 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used

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#501: Contract to Purchase Real Estate

- 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

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 2 of 2)
(With Contingencies)



reasonable efforts to obtain financing unless the BUYER has submitted one application by _____ and acted reasonably promptly in providing additional information requested by the mortgage lender.

b. **Inspections.** (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, 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 by _____, 20____. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or 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 monies 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.

7. **Representations/Acknowledgments.** The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978) and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

8. **Buyer's Default.** If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. **Additional Terms.**

BUYER _____ Date _____ BUYER _____ Date _____

SELLER'S REPLY

SELLER(S): (check one and sign below)
____ (a) ACCEPT(S) the Offer as set forth above at _____ a.m./p.m. on this _____ day of _____.
____ (b) REJECT(S) the Offer.
____ (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.

SELLER or spouse _____ Date _____ SELLER _____ Date _____

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY



The BUYER: (check one and sign below):
____ (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____.
____ (b) REJECT(S) the Counteroffer.

BUYER _____ Date _____ BUYER _____ Date _____

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____


Escrow Agent or Authorized Representative _____

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#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

STANDARD PURCHASE AND SALE AGREEMENT #503 (Page 1 of 6)  MASSACHUSETTS ASSOCIATION OF REALTORS®

The parties make this Agreement this _____ day of _____, 20____. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties.

_____,
(insert name),
the "SELLER," agrees to sell and _____
(insert name),
the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of:
(a) the land with any and all buildings thereon known as _____
_____, as more specifically described in a deed recorded in the _____ Registry of Deeds at Book _____, Page _____, (Certificate No. _____), a copy of which is is **not** (choose one) attached; and
(b) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarm systems, mantelpieces, wall-to-wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers; and the following built-in components, if any: air conditioners, vacuums systems, cabinets, shelves, bookcases and stereo speakers, and _____
but excluding _____
(insert references to refrigerators, dishwashers, microwave ovens, washing machines, dryers or other items, where appropriate)

3. Purchase Price. The purchase price for the Premises is \$ _____ dollars of which \$ _____ were paid as a deposit with Contract To Purchase; and \$ _____ are paid with this Agreement; \$ _____ are to be paid _____; and \$ _____ are to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer. \$ _____ Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by _____, as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs. (If interest is to accrue on escrowed funds, indicate to whom it shall be paid.)

SELLER'S INITIALS _____ BUYER'S INITIALS _____

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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

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 Agreement should be considered.)

14. Acknowledgment Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of _____ (_____) for professional services shall be paid by the SELLER to _____ the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (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 _____ (name of listing broker, seller or buyer, if applicable) for services rendered as a seller's subagent 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 as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree 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 Waived) 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 obligations of the BUYER and 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.

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 shall have the right to give written notice received by the SELLER or 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 monies 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 brochure prepared by the Office of Consumer Affairs.

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 INITIALS _____

MASSFORMS®
Standard Purchase and Sale Agreement

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#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

MASSACHUSETTS ASSOCIATION OF REALTORS®

SELLER AGREEMENT TO COMPENSATE COOPERATING BROKER ADDENDUM #310

This is an Addendum to the Contract to Purchase Purchase and Sale Agreement ("Contract"), submitted by BUYER _____ to SELLER _____ on _____ (date) regarding the real property described as _____.

In the event this Addendum conflicts with the Contract, then this Addendum shall control.

SELLER agrees to pay the sum of [select one] \$_____ or _____% of the [select one] net/gross selling price of the property, to the COOPERATING BROKER _____ at the time of closing.

This Addendum is independent of and in addition to any offer of compensation made by the LISTING BROKER to the COOPERATING BROKER.

The BUYER'S obligation to purchase pursuant to the Contract is contingent upon SELLER accepting the terms of this Addendum.

Buyer Date Buyer Date

Seller Date Seller Date

MASSFORMS®
Multiple-Standard Real Estate Forms

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Resources

SALE PENDING

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



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ASSOCIATION OF REALTORS®

BROKER RESOURCES



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



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