

Your Home Buying Packet

Putting the Pieces Together

YOUR HOME-BUYING PACKET

A Complete Guide to the Home-Buying Process

Welcome! You are about to embark on the exciting journey of finding your ideal home. Whether it is your first home or your tenth home, a retirement home, or an investment property, I will work hard to make your home buying experience a positive one. I can help you find the ideal home with the least amount of hassle; and I am devoted to using my expertise and the full resources of my Office to achieve these results!

Purchasing a home is a very important decision and a big undertaking in your life. In fact, most people only choose a few homes in their lifetime. I am going to make sure that you are well equipped and armed with up-to-date information for your big decision. I am prepared to guide you through every phase of the home-buying process. This packet gives you helpful information during and after your transaction. Use its reference pages, note pages and agency explanations, as an invaluable guide on your home-buying journey.

Please keep this packet with you during your home-buying process. There are pages that contain important phone numbers and dates and areas for notes to help you stay organized.

So let's take an exciting journey together! I look forward to meeting your real estate needs every step of the way!

Ken Snyder

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ABOUT KELLER WILLIAMS REALTY

Often, we judge the caliber of people by the company they keep – this is why I would like to tell you a little bit about Keller Williams® Realty and my office within the Keller Williams system.

Keller Williams® Realty was founded in Austin, Texas in 1983 with the specific premise that buyers and sellers deserve the best service for their real estate needs. For more than 23 years that founding premise has been a major factor in the continued growth of Keller Williams® across North America. Two visionaries lead Keller Williams® Realty – Gary Keller, founder and Chairman of the Board, and Mo Anderson, Vice Chairman.

Because each Keller Williams® Market Center has grown within its respective community, Keller Williams® real estate agents have intimate knowledge of each community's character, mood, and growth potential. Due to the fact that the majority of Keller Williams® Associates live in the communities and neighborhoods they serve, they are eager and capable of tackling unique challenges that one may encounter when selecting new homes.

At Keller Williams® Realty, we are Real Estate Consultants. We are not agents. We are not salespeople. What this means is that we build fiduciary relationships with our clients. A fiduciary is someone who represents your best interests. It is our goal to successfully and smoothly complete real estate transactions, not to sell you other ancillary services.

The Keller Williams culture is based upon a belief system that is summed up by this acronym: WI4C2TS:

Win-Win, or no deal

Integrity, do the right thing

Commitment, in all things

Communication, seek first to understand

Creativity, ideas before results

Customers, always come first

Teamwork, together everyone achieves more

Trust, begins with honesty

Success, results through people



A LITTLE ABOUT ME

Taking The Consultative Approach

Ask most real estate agents what they do for a living, and they'll say "I sell real estate." But even though I sold nearly \$8 million last year, that's not the answer I give.

Rather than just selling real estate, I take the consultative approach. I provide the information, expertise, opinions, and support my clients need to make the best real estate decisions possible. What's more, I remain a resource for my clients to turn to for their real estate related needs long after the sale.

It's all part of my commitment to provide a level of real estate service well above and beyond expectations. My clients share their positive experience with friends and associates who then seek me out. This has allowed me to build a successful real estate practice based on referrals. As a result, I can devote more of my time to helping clients and less looking for new ones. A win-win all around.

If you are looking to buy or sell, you have a choice. You can go it alone, you can work with just a salesperson, or you can rely on a trusted advisor who's there for you long term. When it comes to making one of the largest financial decisions of your life, which would you rather have?

Real Estate Consulting Experience

- Joined Keller Williams in 2006 after 4 successful years at RE/MAX
- \$xxx in total sales
- Names as a Top 25 RE/MAX New England Agent in Spring 2005

Business Consulting Experience

- 9 Years at IT Director, The Boston Consulting Group (BCG)
- 7 Years in Information Technology and Customer Management Consulting. Clients included Fleet Bank, The Hartford, British Telecomm, Sun Microsystems, and Hewlett-Packard

Education

• BA, Economics, Brandeis University 1985



WHY YOU NEED A REALTOR

As a licensed real estate professional, I provide much more than the service of helping you find your ideal home. Realtors® are expert negotiators with other agents, seasoned financial advisors with clients, and superb navigators in the geographic areas they service. We are members of the National Association of Realtors (NAR) and must abide by a <u>Code of Ethics</u> and <u>Standards of Practice</u> enforced by the NAR. A professional Realtor® is your best resource when buying your home.

LET ME BE YOUR GUIDE —

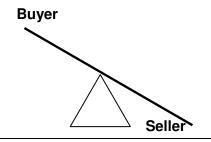
- As a knowledgeable Realtor® I can save you significant amounts of time, money, and frustration.
- As a knowledgeable Realtor® I know the housing market inside and out and can help you avoid the "wild goose chase".
- As a knowledgeable Realtor® I can help you with *any* home, whether it is listed with another agency or it is being sold directly by the owner.
- As a knowledgeable Realtor® I know the best lenders in the area and can help you understand the importance of being pre-approved versus pre-qualified for a mortgage. I can also discuss down payments, closing costs, and monthly payment options that suit you.
- As a knowledgeable Realtor®, I am an excellent source for both general and specific information about the community and its services, schools, shopping, and transportation.
- As a knowledgeable Realtor®, I am experienced at presenting your offer to the homeowner and can help you through the process of negotiating the best price and terms. I bring objectivity to the buying transaction, and I can point out the advantages and the disadvantages of a particular property.

I invite you to discuss how these services are usually free to my buyer clients. Additionally, I would be happy to refer you to a list of trusted vendors that the team has developed relationships with over the years.



UNDERSTANDING AGENCY Who Works for Whom?

SELLER AGENCY (SINGLE AGENCY)



- Agent will represent the best interests of the seller
- Agent will owe the seller fiduciary duties
- Agent must give the buyer all material facts so that the buyer can make an educated decision

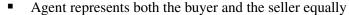
Seller

Buyer

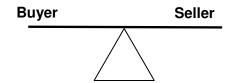
BUYER AGENCY (SINGLE AGENCY)

- Agent will represent the best interests of the buyer
- Agent will owe the buyer fiduciary duties
- Agent must give the seller all material facts so that the seller can make an educated decision

TRANSACTION BROKER (DUAL AGENCY)



- Agent's objective is to facilitate a mutually satisfactory agreement among all parties
- Agent gives all options to the buyer and the seller
- Depending on the local market, all parties may be present at contract presentation to negotiate on their own behalf
- All parties have confidentiality. Agent may do nothing to the detriment of either the buyer or the seller
- Both the buyer and the seller have a right to counsel. Before making any decisions, both parties have the right to seek outside counsel



In all relationships, as your Agent, I have a duty to act honestly with both the buyer and the seller.



THE ADVANTAGES OF A USING A BUYER'S AGENT

YOUR INTERESTS ARE PROFESSIONALLY REPRESENTED —

Enlisting the services of a professional Buyer's Agent is similar to using an accountant to help you with your taxes, a doctor to help you with your health care, or a mechanic to help you with your car. If you had the time to devote to learning everything about accounting, medicine, and automotive mechanics, you could perform these services yourself. But who has the time? This is why you allow other professionals to help you in their specific areas of expertise.

I will take care of the hassles of everyday real estate transactions for you. I let you concentrate on your full-time job, while I do my job. I will guide you through the home-buying process and exclusively represent your interests as I help you find a home, present your contract offer, negotiate, and close on your home!

YOU GET A PERSONAL SPECIALIST WHO KNOWS YOUR NEEDS —

Just as your accountant, doctor, and mechanic understand your specific needs, your Buyer's Agent gets to know your real estate needs and concerns. This type of relationship is built through open communication at all times. Your Buyer's Agent will save you a lot of time by providing you all the details about any home before you see it. In addition, your Buyer's Agent will listen to your feedback and concerns about each home.

YOU WILL GET A GREAT HOME FASTER AND WITH LESS EFFORT—

The advantage to signing a Buyer's Agency Agreement is that you will have a professional agent working to find and secure the ideal home for you. It is much easier to find a home that meets your needs, negotiate a contract, and close the transaction with an experienced agent by your side. You won't need to spend endless evenings and weekends running around looking for homes or trying to search computer networks by yourself. When you tour homes with your professional Buyer's Agent, you will already know that the homes meet your criteria and are within your price range.

YOU GET ALL THIS AT NO COST TO YOU —

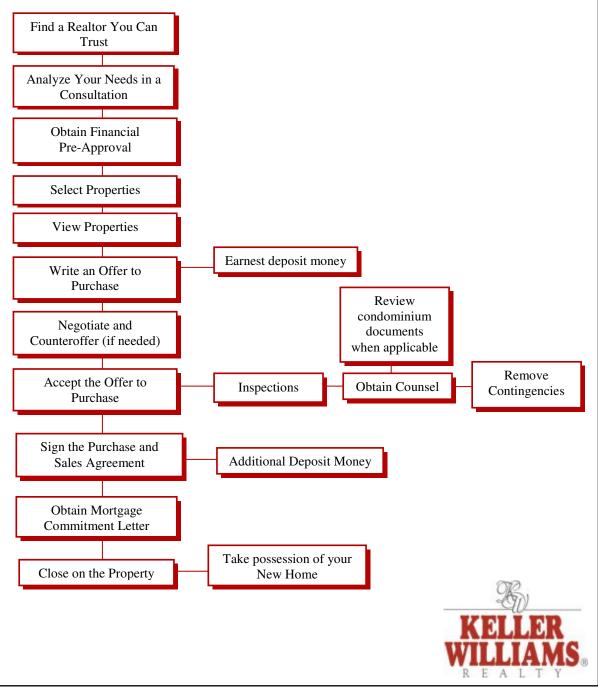
Entering into a Buyer's Agency Relationship has countless advantages. You are simply agreeing to "hire" a personal representative who, by law, must represent your best interests to the best of his/her ability. All of this personal service is available at absolutely NO COST TO YOU! The Seller's Broker is responsible for paying your Buyer's Agent fee. With me, you get a professional experienced agent devoted to protecting your needs and to helping you make one of the most important investment decisions of your life.



THE HOME-BUYING PROCESS

I have designed this packet to assist you with the purchase of your new home. I assure you that it is my goal to provide you with the most professional and informative service available. I am always just a phone call away!

Below is a typical outline of the Home-Buying process. Most transactions close within 45-60 days of the accepted offer. However, this may vary depending on the two party's situations and lender programs available.



WHAT EVERY BUYER SHOULD KNOW BEFORE PURCHASING

- 1. Property taxes and qualified interest are deductible on an individual's federal income tax return.
- 2. Often, a home is the largest asset an individual has and is considered one of the most valuable investments available.
- 3. Depending on your loan, a portion of each amortized mortgage payment goes to principal, which is an investment.
- 4. A home is one of the few investments that you can enjoy by living in it.
- 5. A REALTOR® can usually show you any home whether it is listed with an agency, a builder, or even a For Sale By Owner.
- 6. Working through a REALTOR® to purchase a For Sale By Owner home can be very advantageous because someone is looking out for your best interest. In most situations, the seller is willing to pay a fee to a buyer's agent.
- 7. A homeowner can exclude up to \$500,000 of taxable capital gain if married and filing jointly, or up to \$250,000 if single or filing separately. The home must have been the taxpayer's principal residence for two of the previous five years.
- 8. As of May 07, 1997, there is no longer a requirement to purchase another primary residence more expensive than the one sold. Homeowners are free to buy up or down with no tax consequences assuming their gain is less than the allowable amounts (see 7).

Remember to ask the Real Estate professional...

- ...if they are familiar with the communities where you want to live.
- ...whom he/she is representing in the transaction.
- ...what he/she will do to keep you informed.

Your Real Estate professional should provide you with the highest level of service and advice.

THE ROAD MAP TO YOUR HOME NARROWING THE SEARCH

"If you don't know where you're going... you'll probably end up somewhere else." Taken from a book title, this quote conveys a very simple message — **To achieve an objective — create a plan!**

If you plan to buy a home soon, you will need to know "where you are going". For a most enjoyable home-buying experience, first build a road map to your new home, a list of priorities that will lead you to your objective – a new home!

The first priority is time frame.	Write down the date by which you would like to move in to
your new home:	

Keep in mind that it may take 30-90 days (or more) to locate the right home, secure financing, and complete the home-buying process.

The next priority is to develop a detailed description of the home you hope to find. The following page contains a **Home Search Criteria** form to help you distinguish between "Need-to-Have" features and "Nice-to-have" features. Be Specific and number your preferences in order of greatest importance to you.

This form, along with the information you share during our initial consultation, will enable me to narrow the home search. I will take this information and enter your requirements into the Multiple Listing Service (MLS) and Listing Information Network (LINK). I will use my personal market knowledge to come up with a list of those homes that best meet your needs and wants.

During the home search, I will...

- Discuss the benefits and drawbacks of each home in relation to your specific needs.
- Keep you informed on a regular basis.
- Check the MLS and other relevant databases and with other brokers regularly for new listings.
- Prepare a list of all homes that best meet your needs and wants.
- Keep you up to date on changing financial conditions that may affect the housing market.
- Discuss market trends and values relative to properties that may be of interest to you.



HOME SEARCH CRITERIA

Name: Current Address: City/State/Zip: Home Phone: Email	Biz Phone:	Cell Phon	e:
Deadline for Locating a F Required Move in Date: _ Square Feet: Neighborhood: Age of Property: Property Style: Condo, T Location of Unit w/in Buil Parking:	# Beds: (Unrendownhouse, Multi Family alding:	# Baths: ovated, Renovated or I (number of units), Elevator	New Construction) Other
	Fireplace (Gas of Deck Eat-in-Kitchen ldg) Separate Storage		rden Dining Room
"Need-to-Have" Features	: (ex. pet friendly, new re	novation, near public t	ransportation)
"Nice-to-Have" Features	:		
"Would-Not-Consider" F	eatures:		
Other Details About You	r Home Search:		KELLER WILLIAMS

THE NEIGHBORHOOD

There are many factors to consider when selecting a neighborhood that is right for you. Below are just a few of the many factors -- You may think of others that are important to you. Please write them on your Home Search Criteria form so they do not get forgotten.

Neighborhoods have characteristic personalities designed to best suit single people, growing families, two-career couples, or retirees. Investigate to determine if the neighborhood matches your lifestyle and personality.

Scout out the Neighborhood!



It is important that you scout the neighborhood in person. You live in more than your house.

- Talk to people who live there.
- Drive or walk through the entire area at different times of the day, during the week and on weekends.
- Travel to and from places that you would typically frequent to be sure you are comfortable.
- Look for access to major thoroughfares, highways, and shopping.
- Check with local civic, police, fire, and school officials to find information about the area.
- Look at traffic patterns around the area during different times of the day and drive from the area to work.
- Is the neighborhood near parks, places of worship, recreation centers, shopping, theaters, restaurants, public transportation, schools, etc.?



NEWLY CONSTRUCTED OR RENOVATED BUILDINGS

WHY USE AN AGENT TO PURCHASE A NEW HOME?

The advantages of having an agent help you purchase a new home are the same as those for purchasing a resale home...

- Knowledge of the market
- Help in finding the perfect home quickly
- Expertise in contract writing/negotiation
- Closing assistance

The builder has a professional representative watching out for his/her interests, and you need the same expert representation.

Buying a new home or newly renovated property is a little more difficult and time-consuming than buying a resale. I can professionally guide you through this process.

It is very important that your interests be professionally represented when you are entering into a contract for a semi-custom or a build-to-suit home. These transactions are complex and the contract details must be exact in order to protect you and to ensure you get exactly the home you want!

We have prepared a list of questions to help ensure that you are dealing with a reputable builder and will review them with you should you be interested in pursuing a new construction or a completely renovated property.

REMEMBER – the Builder often requires that your Agent accompany you on your first visit to the Builder's sales office in order for your representative to participate in the process.



MAKING AN OFFER



Once you have found the home you wish to purchase, you will need to determine what offer you are willing to make for the home. It is important to remember that the more competition there is for the home, the higher the offer should be – sometimes even exceeding the asking price. Remember, Be Realistic. Make offers you want the other party to sign!

To communicate your interest in purchasing a home, we will present the listing agent with a written offer. When the seller accepts an offer

it becomes a legal contract. When you write an offer you should be prepared to pay an earnest money deposit, typically \$1,000 in the Boston market. This is to demonstrate that your intention is to purchase the property. The offer forms used are standard documents approved by our local Board of Realtors.

After we present your offer to the listing agent it will either be accepted, rejected, or the seller will make a counter offer. This is when we will negotiate terms of the contract if necessary.

Once an offer has been successfully negotiated and executed by both parties, it is customary for the seller's attorney to draft a Purchase and Sale Agreement; the legal terms of which your attorney will negotiate on your behalf.



HOME INSPECTION

If you are purchasing a resale property, we highly recommend that you have a professional home inspector conduct a thorough inspection. The inspection will include but may not be limited to the following:

- Appliances
- Plumbing
- Electrical
- Air conditioning and heating
- Ventilation
- Roof and Attic
- Foundation
- General Structure

The inspection is not designed to criticize every minor problem or defect in the home. It is intended to report on major damage or serious problems that require repair. Should serious problems be indicated, the inspector will recommend that a structural engineer or some other professional inspect it as well.

A home cannot "pass or fail" an inspection, and your inspector should not tell you whether he/she thinks the home is worth the money you are offering. The inspector's job is to make you aware of repairs that are recommended or necessary so that you can continue to make an informed decision.

The seller may be willing to negotiate completion of repairs or a credit for completion of repairs, or you may decide that the home will take too much work and money. A professional inspection will help you make a clear-headed decision. In addition to the overall inspection, you may wish to have separate tests conducted for termites or the presence of radon gas.

In choosing a home inspector, consider one that has been certified as a qualified and experienced member by a trade association. As your Buyer's Agent, I can recommend several professional home inspectors for you to consider, and I will attend the inspection.

I recommend being present at the inspection and hiring an inspector that is familiar with the type of property you are intending to purchase and its immediate surroundings. You will be able to clearly understand the inspection report, and know exactly which areas need attention. Plus, you can get answers to many questions, tips for maintenance, and a lot of general information that will help you once you move into your new home. Most important, you will see the home through the eyes of another objective third party.



WHILE YOU'RE WAITING WHAT YOUR REAL ESTATE TEAM IS DOING FOR YOU

The following is an overview of what is happening behind the scenes from the time you contract to buy your property until the day it closes. My job is to coordinate all of these activities with the relevant players and make sure the lines of communication are open and working smoothly.

Earnest Money - Typically, the listing agent will deposit your earnest money in an escrow (neutral) account. The disposition of any earned interest will be negotiated by the attorneys and the agreed upon terms will be included in the "Deposits" paragraph of your Purchase and Sale Agreement (P&S).

Document Review - If you are purchasing a condominium, your attorney will review relevant documents and information such as the Master Deed, Declaration of Trust (condominium by-laws), operating budget, financial statements, and meeting minutes (when available). For single and multi unit buildings, your attorney will review documents available at the Inspectional Services Department (ISD) in order to verify the legal use and occupancy of the property as it has been represented by the listing agent.

Mortgage Approval - There are two components of this process that will require facilitation by the participating agents. The first is the appraisal. Your lender will hire an approved appraiser who they consider to be a neutral third party. This appraiser will visit the property and prepare a detailed report determining its fair market value. The listing agent will provide access to the property, yet has no input or influence into the final outcome. In the case of a condominium, there is often a questionnaire to be completed by the Management Company or a trustee of the condominium association. I will track this process so that there are no delays in obtaining a timely mortgage approval. Your attorney will be mindful of the mortgage commitment date as spelled out in your P&S.

Title exam - The lender's attorney (or buyer's attorney when a buyer is paying cash) will hire a title examiner to ensure that the seller will be able to convey "a clear and marketable title" to the property as stipulated in the Offer to Purchase and reiterated in the P&S. This becomes the basis by which the attorney is able to certify title, thereby making it possible for title insurance to be purchased. Your lender will require that you purchase title insurance, which will be arranged for you and appear as a closing cost on your settlement sheet (HUD1 Statement). I would be happy to discuss the importance and benefits of purchasing an owner's policy as well.



WHILE YOU'RE WAITING WHAT YOUR TEAM IS DOING FOR YOU (CONTINUED)

Smoke and Carbon Monoxide Detector Certification - In order to comply with state law as referenced in the P&S, the seller must provide a certificate of compliance at closing stating that the property has properly installed smoke and carbon monoxide detectors. I will be in communication with the listing agent to arrange for the local municipality to inspect the premises in order to obtain the necessary documentation, which will be delivered to the closing attorney.

Certificate of Non-Assessment (6D Certificate) - When purchasing a condominium, you will need legal documentation that the current owner has no financial obligation to the association as of the closing date. To this end, and per the terms of your P&S, the seller will provide at closing, a notarized statement that has been signed by a trustee of the condominium association reflecting a zero balance.

Insurance - If you are purchasing a condominium, your attorney and lender will require proof that the association carries adequate insurance (the premium for which is included in the condominium fee). This proof comes in the form of a certificate of insurance, which names you and (when applicable) your lender as loss payees. I will either coordinate this process or verify that your lender is ordering it directly. If you are purchasing a building, you will be responsible for purchasing your own hazard insurance, and if a lender is involved, proof of that policy must be provided to the lender or lender's attorney prior to the closing.

Municipal Lien Certificate - The lender's attorney (or buyer's attorney when there is no financing involved) will order an MLC from the appropriate municipality. This certificate will reflect any outstanding taxes or taxes that have already been paid so that the proper adjustment can be included on the settlement statement at closing.

Final Water Reading - In the case of a single or multi unit building, a certificate from the Boston Water and Sewer Commission, stating the account balance, is required at closing. I help facilitate the final reading and provide the information to the attorneys as soon as it is available.

Pre-Closing Walk-Through - The final walk through is usually scheduled within 24 hours of the closing. This gives the buyer a chance to ensure that the sellers have moved out and left the property "broom-clean" and in substantially the same condition it was at the time the offer was made. If any repairs were to be done prior to closing, this gives the buyer an opportunity to confirm that they were completed before the property changes hands. In the case of new construction, there may be an additional inspection in order to generate a "punch list" which will usually result in a final walk-through just before closing.

WHAT IS A REAL ESTATE CLOSING

WHAT IS A REAL ESTATE "CLOSING"?



A "closing" is where we meet with some or all of the following individuals: the Seller, the Seller's agent, a representative from the lending institution and a representative from the title company, in order to transfer the property title to you. The P&S you signed describes the property, states the purchase price and terms, sets forth the method of payment, and usually names the date and place where the closing or actual transfer of the property title and keys will occur.

If financing the property, your lender will require you to sign a document, usually a promissory note, as evidence that you are personally responsible for repaying the loan. You will also sign a mortgage or deed of trust on the property as security to the lender for the loan. The mortgage or deed of trust gives the lender the right to sell the property if you fail to make the payments.

At closing, you will be required to pay all fees and closing costs in the form of "guaranteed funds" such as a Cashier's Check. Your agent or escrow officer will notify you of the exact amount at closing.

WHAT IS AN ESCROW ACCOUNT?

An escrow account is a neutral depository held by your lender for funds that will be used to pay expenses incurred by the property, such as taxes, assessments, property insurance, or mortgage insurance premiums that fall due in the future. You will pay one-twelfth of the annual amount of these bills each month with your regular mortgage payment. When the bills fall due the lender pays them from the special account. At closing, it is usually necessary to pay enough into the account to cover these amounts for several months so that funds will be available to pay the bills as they fall due.



AFTER THE CLOSING

AN ONGOING RELATIONSHIP WITH MY CLIENTS

While the Closing may mark the end of the purchase process, I hope it will mark the beginning of our ongoing relationship. I make a concerted effort to keep in touch with my clients and to continue to be a resource for their real estate and neighborhood needs. As a client, you can look forward to receiving my bi-monthly home design magazine, *Home-By-Design*, as well as periodic updates on neighborhood events and quarterly real estate market analysis reports. And of course if you need referrals for plumbers, electricians, and other service professionals, I am always happy to provide you with a list of trusted vendor.

YOUR REFERRALS ARE KEY!

Maintaining ongoing client relationships is part of my commitment to provide a level of real estate service well above and beyond expectations. My clients share their positive experience with friends and associates who then seek me out. This has allowed me to build a successful real estate practice based on referrals. As a result, I can devote more of my time to helping clients and less looking for new ones. If you are happy with my service, I hope you will spread the word and send people my way so I can help them the same way I helped you. That's a win-win all around!



APPENDIX SAMPLE FORMS



OFFER TO PURCHASE

OFFER TO PURCHASE REAL ESTATE

то	(Seller and Spouse)		Date:	
-	(Sellet and Spouse)		From the Office of :	
The property herein referred	to is identified as follows:			
Special provisions (if any) re	fixtures, appliances, etc.			
hereby offer to buy said prop	erty, which has been offered to me by			
	as the Bro	oker(s) unde	er the following terms and	d conditions:
			ECK ONE:	
I will pay therefore \$			Check, subject to collect	tion
(a) S	is paid herewith as a deposit to bind this Offer		Cash	
(b) S	is to be paid as an additional deposit upon the execu	tion of the F	Purchase and Sale Agreem	ent provided for below.
(c) \$	is to be paid at the time of delivery of the Deed in ca	ish, or by ce	rtified, cashier's, treasure	r's or bank check(s).
(d) S				
N STORY				
(e) \$	Total Purchase Price		20 . 1 6	1.1.1.0
This Offer is good until be signed by you, the S	A.M. P.M. on eller and your (husband) (wife), signifying acceptance of t	his Offer, ar		which time a copy hereof shall th, otherwise this Offer shall be
considered as rejected as	nd the money deposited herewith shall be returned to me for	rthwith.		
	on or beforeA.M. P.M ommended by the Greater Boston Real Estate Board or any			licable Standard Form Purchase
agreement between the		torin substa	milally similar diereto, wi	ich, when executed, shan be the
 A good and sufficient De 	eed, conveying a good and clear record and marketable title			, 20 at the
	Deeds, unless some other time and place are mutually agree igations under this Offer, the above mentioned deposit shall			out recourse to either party Said
deposit shall be held by				ovided however that in the event
	ween the parties, the escrow agent may retain said deposit p			writing by the parties. A similar
 Time is of the essence h 	ded in the Purchase and Sale Agreement with respect to any	deposit held	d under its terms.	
	four family residences, the Buyer hereby acknowledges rece	ipt of the Ho	ome Inspectors: Facts for C	Consumers brochure produced by
	Affairs. For residential property constructed prior to 1978,			
8. The initialed riders, if al	ny, attached hereto are incorporated herein by reference. Ac	iditional ten	ms and conditions, if any.	
NOTICE: This is a legal do	cument that creates binding obligations. If not understood,	consult an a	ttorney. WITNESS MY H	AND AND SEAL
Buyer	Buyer			
Address/City/State/Zip			Phone	Numbers (Work & Home)
	r transmittal by: (Agent/Facilitator)			
Check shall not be deposite			/	20
This Offer is hereby accept WITNESS my (our) hand(s	ed upon the foregoing terms and conditions at) and seal(s)		A.M. / P.M. on	, 20
Seller (or spouse)	Seller			
Date	RECEIPT FOR DEP	OSIT		
Received from	Buyer the	sum of \$		as deposit under the terms
All offers submitted to bro	, to be held by pursuant to the Massachusetts license law: kkers or salespeople to purchase real property ell shall be conveyed forthwith to the owner		-	as escrow agent.
© 1962-2005 GREATER BC	OSTON REAL ESTATE BOARD All rights reserved.			ronuc 🛆
	form www created by Keller Williams Sealty Boston using e-PORMS, e-PORMS	S is copyright	protected and may not be used t	by any e-FORMS
		46	129 189 1	The street
				Management of the State of the



OFFER CONTINGENCIES

GREATER BOSTON REAL ESTATE BOARD

3 PART OFFER TO PURCHASE CONTINGENCY ADDENDUM

The BUYER, if checked, hereby incorporates the following contingencies into this Offer to Purchase Real Estate. ■ MORTGAGE CONTINGENCY In order to help finance the acquisition of the property, 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 ______, 20____, then the BUYER shall have the option of ____, 20____, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time, whereupon all deposits made by the BUYER shall be forthwith refunded, and this agreement shall become null and void and without further recourse to either party. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or ■ INSPECTION CONTINGENCY The BUYER may, at the BUYER's own expense and on or before _______, 20_____, have the property inspected by a duly-licensed person engaged in the business of conducting home inspections. If it is the opinion of such inspector that the property contains serious structural, mechanical or other defects and if the repair of such defects would cost the BUYER in the , have the property inspected by , then the BUYER shall have the option of revoking the agreement by written _, 20___. Such notice shall be notice to the SELLER and/or Broker representing the SELLER on or before accompanied by a copy of the inspector's opinion and cost estimates. ☐ PEST INSPECTION CONTINGENCY The BUYER may, at the BUYER's own expense on or before engaged in the business of pest inspection and control. If it is the opinion of such inspector that the property is infested by termites or other wood boring pests, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER on or before ________, 20____. Such notice shall be accompanied SELLER and/or the Broker representing the SELLER on or before by a copy of the inspector's opinion and any related inspection report. In the event the BUYER revokes the agreement consistent with the terms of the above selected Contingencies, then any deposits made by the BUYER shall be forthwith refunded, and this agreement shall be null and void and without further recourse to either SELLER (or Spouse)_ **SELLER BUYER** Broker(s) © 1978-2005 GREATER BOSTON REAL ESTATE BOARD All rights reserved. This form may not be copied or reproduced in whole or in part in any manner whats without the prior express written consent of the Greater Boston Real Estate Board.

> KELLER WILLIAMS

AGENCY DISCLOSURE (PAGE 1)



MASSACHUSETTS MANDATORY LICENSEE CONSUMER RELATIONSHIP DISCLOSURE

This disclosure is provided to you, the consumer, by the real estate agent listed on this form. Make sure you read both sides of this form. The reverse side contains a more detailed description of the different types of relationships available to you. This is not a contract.

THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) and also can assist you as a facilitator.

CONSUMER INFORMATION AND RESPONSIBILITY:

Whether you are the buyer or seller you can choose to have the advice, assistance and representation of your own agent who works for you. **Do not assume that a real estate agent works solely for you unless you have an agreement for that relationship.** With your consent, licensees from the same firm may represent a buyer and seller in the same transaction. These agents are referred to as dual agents.

Also a buyer and seller may be represented by agents in the same real estate firm as designated agents. The "designated seller or buyer agent" is your sole representative. However where both the seller and buyer provide written consent to have a designated agent represent them then the agent making such designation becomes a "dual agent" for the buyer and seller. All real estate agents must, by law, present properties honestly and accurately. They must also disclose known material defects in the real estate.

The duties of a real estate agent do not relieve the consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real Estate agents do not have a duty to perform home, lead paint or insect inspections nor do they perform septic system, wetlands or environmental evaluations.

		RELA	TIONSHI	OF REAL ESTAT	TE LIC	ENSEE WITH THE CONSUMI	ER
(check one)		Seller's ager	nt 🗆	Buyer's agent		Facilitator	
IF A SELLER'S	OR	BUYER'S AGE	NT IS CH	ECKED ABOVE C	OMPL	ETE THE SECTION BELOW:	
Relationship wi	th oth	ners affiliated w	ith(Pri	nt name of real est	ate firr	n or business and license num	ber)
(Check one)		The real e agents ha designate	ve the sar	ne relationship witl	real es	state firm or business listed abonsumer named herein (seller	ove and all other affiliated or buyer agency, not
		seller or	ouyer age vith the fir	ncv) In this situat	ion any	sents the consumer named in t of firm or business listed above esent you and may represent	and other agents
By signing be named herein	low	l, the real est	ate licens	ee, acknowledge	that t	nis disclosure has been pro	vided timely to the consumer
(Signature of re	eal es	state agent)	(Printed r	name of real estate	agent	(License Number/Type)	(Today's Date)
By signing belo	ow I,	the consumer,	acknowle	edge that I have red	ceived	and read the information in this	s disclosure.
(Signature of c	onsu	mer)		(Printed nam	ne of co	onsumer)	(Today's Date)
(Signature of c	onsu	imer)		(Printed nam	ne of co	onsumer)	(Today's Date)
			☐ Ch	neck here if the cor	nsume	declines to sign this notice.	
Form ID: RA400 PD:	05/05	This form was creat	ed by keller	filliame Realty Boston usi	ng e-FORM	S. e-FORMS is Copyright protected and may	e-FORMS COM NOT



AGENCY DISCLOSURE (PAGE 2)

TYPES OF AGENCY REPRESENTATION

SELLED'S AGENT

A seller can engage the services of a real estate agent to sell his property (called the listing agent) and the real estate agent is then the agent for the seller who becomes the agent's client. This means that the real estate agent represents the seller. The agent owes the seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the seller's interests first and negotiate for the best price and terms for their client, the seller. (The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions).

BUYER'S AGENT

A buyer can engage the services of a real estate agent to purchase property and the real estate agent is then the agent for the buyer who becomes the agent's client. This means that the real estate agent represents the buyer. The agent owes the buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the buyer's interests first and negotiate for the best price and terms for their client, the buyer. (The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions).

(NON-AGENT) FACILITATOR

When a real estate agent works as a facilitator that agent assists the seller and buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated owe the seller and buyer a duty to present each property honestly and accurately by disclosing known material defects about the property and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. The role of facilitator applies only to the seller and buyer in the particular property transaction involving the seller and buyer. Should the seller and buyer expressly agree a facilitator relationship can be changed to become an exclusive agency relationship with either the seller or the buyer.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate agent can be designated by another real estate agent (the appointing or designating agent) to represent either the buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate agent once so designated is then the agent for either the buyer or seller who becomes their client. The designated agent owes the buyer or seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put their client's interests first and negotiate for the best price and terms for their client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer then the appointing agent becomes a dual agent. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. The dual agent does not represent either the buyer or the seller solely only your designated agent represents your interests. The written consent for designated agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample designated agency consent is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate agent may act as a dual agent representing both the seller and buyer in a transaction but only with the express and informed consent of both the seller and buyer. Written consent to dual agency must be obtained by the real estate agent prior to the execution of an offer to purchase a specific property. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. The written consent for dual agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample dual agency consent is available at the Board's website at www.mass.gov/dpl/re.





LEAD PAINT DISCLOSURE

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure				
(a) Presence of lead-based (i) Known lead	l-based paint and/or lead-		resent in the housing (explain).	
(b) Records and reports a	ailable to the seller (che	ck (i) or (ii) below):	paint hazards in the housing. d reports pertaining to lead-based	
		using (circle documents be		
Lead Inspection Repo	rt; Risk Assessment Repo	ort; Letter of Interim Conti	rol; Letter of Compliance	
(ii) Seller has the housing.	no reports or records pert	aining to lead-based paint	and/or lead-based paint hazards in	
Purchaser's or Lessee P		ment (initial) eived copies of all docume	nts circled above	
	lessee purchaser has rece		nts circled above.	
(e) Purchaser or	lessee purchaser has rece	eived the Property Transfer	r Lead Paint Notification.	
(f) Purchaser or	lessee purchaser has (che	ck (i) or (ii) below):	B	
(i) received a	0-day opportunity (or m	utually agreed upon period iint and/or lead-based pain	d) to conduct a risk assessment	
(ii) waived the	opportunity to conduct a	risk assessment or inspec	tion for the presence of lead-	
	nd-based paint hazards.		2	
A gentle A almoviledame	at (initial)			
Agent's Acknowledgmen (g) Agent has inf	formed the seller of the se	eller's obligations under fe	deral and state law for lead-	
based paint disclosure and	I notification, and is awar	re of his/her responsibility	to ensure compliance.	
(h) Agent has ve	bally informed purchase	r or lessee-purchaser of the	e possible presence of dangerous levels of	lead
paint, plaster, putty or oth Massachusetts Lead Law	er structural materials an	a his or her obligation to t	oring a property into compliance with the - if it was built before 1978 and a child und	ler si
years old resides or will r	eside in the property.	ading of morning connect		
Certification of Accuracy The following parties have		above and certify, to the be	est of their knowledge, that the information t	hey
have provided is true and a				
Seller	Date	Seller	Date	
Purchaser	Date	Purchaser	Date	
Agent CLPPP Form 94-3, 6/30/94, Rev. 9/02	Date	Agent	Date	
	Williams Realty Boston using	11	e-	

