



OFFER TO PURCHASE FORM

Prospective Purchaser _____

Residing at _____

Offers to purchase the premises located at _____

Under the following terms and conditions:

Purchase Price is \$_____ payable as follows:

\$_____ on signing of the contract to be held in escrow by Seller's Attorney.

\$_____ subject to (obtaining) (existing) first mortgage covering said premises, bearing interest at the prevailing rate for years.

\$_____ the balance, in cash or certified check at closing of title.

Contract signing to be on or about _____

Closing of title to be on or about _____

The Sellers and Purchasers agree to the terms and conditions set forth herein and that Ben Bay Realty Co. and _____ are the brokers who bought about this transaction. It is further understood that these terms and conditions will be incorporated into a contract of sale to be prepared by attorneys for the respective parties. Unless stated otherwise, the brokerage commission is to be paid by the Sellers. The parties further agree this document does not constitute a contract or memorandum thereof.

Notes: _____

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real 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 for 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.

PROPERTY CONDITION DISCLOSURE

Every purchaser of residential real estate property is entitled by law to receive from the seller a signed Property Condition Disclosure Statement prior to the signing of the binding contract of sale. You are encouraged to contact your attorney to be better apprised of your rights and obligations under Real Property Law § 462(2).

Signed: This _____ day of _____.

By: _____ By: _____
Prospective Purchaser Prospective Purchaser

Approved:

By: _____ By: _____
Seller Seller

Purchaser's Attorney Seller's Attorney

Purchaser's Attorney Phone Seller's Attorney Phone

Dual Agency with Designated Sales Associates

If the buyer and seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales associate to represent the buyer and another sales associate to represent the seller to negotiate the purchase and sale of real estate. A sales associate works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales associate for the buyer will function as the buyer's agent repre-

senting the interests of the buyer and the designated sales associate for the seller will function as the seller's agent representing the interests of the seller in the negotiations between the buyer and seller. A designated sales associate cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales associate must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales associates before agreeing to such representation.

This form was provided to me by the company named below:

Licensee or Associate of Licensee: _____

(Signature) of _____

Company: _____

The above named company, which is licensed as a Real Estate Broker is (check one)

- The Seller's Agent A Dual Agent
- The Buyer's Agent A Dual Agent With Designated Sales Associates
- The Broker's Agent

If Dual Agent with Designated Sales Associates is checked:

_____ is appointed to represent the buyer, and

_____ is appointed to represent the seller in this transaction.

I/(We) acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Date: _____

Date: _____

This form must be copied as a one page, two-sided form.

Sample Disclosure Format for Target Housing Sales
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real 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 (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

_____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller Date

Seller Date

Agent Date

Agent Date

Purchaser Date

Purchaser Date