



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