



**OFFER TO PURCHASE
REAL ESTATE FORM**

Revised 8/30/2024

Date: _____

From: _____ (“Buyer”) TO: _____ (“Seller”)

Massachusetts licensed real estate broker/salesperson _____ presents this Offer to Purchase (“Offer”) and is acting in this transaction, pursuant to a separate agreement as (check one):

- BUYER’s Agent
- SELLER’s Agent
- Facilitator
- Dual Agent

The property subject to this Offer is identified as follows: _____
(*Property Address*), and includes all improvements, fixtures, and equipment located thereon (the “Property”).

Special provisions (if any) re fixtures, appliances, etc.:

Buyer offers to buy the Property under the following terms and conditions:

1. **Purchase Price.** Buyer will pay the sum of \$ _____ for the Property, of which:
 - a. _____ is paid as a deposit to bind this Offer
 - b. _____ to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below.
 - c. _____ is to be paid at the time of delivery of the Deed by certified or bank check(s) or wire transfer of immediately available funds.
 - d. _____ Total Purchase Price.

2. **Duration of Offer.** This Offer is valid until _____ (*Time*) on _____ (*Date*), at or before which time a copy hereof shall be signed by Seller, signifying acceptance of this Offer, and returned to Buyer, otherwise this Offer shall be considered rejected and any deposit shall be promptly returned to Buyer.

3. **Purchase and Sale.** Buyer and Seller shall, on or before _____ (*Date*), execute a Purchase and Sale Agreement, or other agreement mutually acceptable to the parties, which, when executed, shall be the agreement between the parties.

4. **Closing.** A Deed, conveying good and clear record, marketable and insurable title, shall be delivered by Seller to Buyer at _____ (*Time*), on _____ (*Closing Date*) at a mutually agreeable location.

5. **Deposit.** The deposit shall be held by _____, as escrow agent, subject to the terms of this Offer. If Buyer does not fulfill its obligations under this Offer, the deposit shall forthwith be paid to Seller, without recourse to either party. In the event of any disagreement between the parties, the escrow agent may retain the deposit pending instructions mutually given by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposits held under its terms. The escrow agent shall abide by any Court decision as to whom the funds shall be paid and shall not be made a party to any lawsuit as a result of acting as escrow agent. If the escrow agent is made a party in violation of this paragraph, Seller and Buyer shall immediately take all action necessary to have the escrow agent dismissed from the lawsuit and the party asserting a claim against the escrow agent shall pay the escrow agent's reasonable attorneys’ fees and costs.

6. **Compensation to Buyer Broker.** *(Delete if N/A)* The Buyer's obligations under this agreement are subject to Seller's agreement to pay _____ % of the sale price of the Property, or a flat fee of \$ _____ to _____ ("Buyer Broker") at the time of closing.

7. **Contingencies.** The initialed Riders, if any, attached hereto are incorporated herein by reference.

Mortgage Contingency (check if applicable): Buyer's obligation to purchase the Property is subject to Buyer obtaining a written commitment for mortgage financing from a conventional bank or other institutional lender in the amount of \$ _____ at prevailing rates, terms and conditions, by _____. If, despite reasonable efforts, Buyer is unable to obtain such commitment, Buyer may terminate this Offer by written notice to Seller or Seller's broker, by 5:00 p.m. on the day set forth above. Upon receipt of such notice, this Offer shall terminate without recourse to the parties, and any deposit made by Buyer shall be returned. The failure of Buyer to provide timely notice of termination to Seller shall constitute a waiver of Buyer's right to terminate this Offer on account of this contingency.

Home Inspection Contingency (check if applicable): This Offer is subject to Buyer obtaining a home inspection on the Property, including, but not limited to, home structure and systems, pest, radon and lead paint, on or before _____, from a person of Buyer's choosing. If the inspection is not acceptable to Buyer in Buyer's sole discretion, Buyer may terminate this Offer by written notice to Seller or Seller's broker, by 5:00 p.m. on the day set forth above. Upon receipt of such notice, this Offer shall terminate without recourse to the parties, and any deposit made by Buyer shall be returned. The failure of Buyer to provide timely notice of termination to Seller shall constitute a waiver of the Buyer's right to terminate this Offer on account of this contingency.

____ **Other** (if checked, complete and attach applicable Rider)

8. **Additional terms.** Additional terms and conditions, if any:

9. **Time is of the essence as to each provision of this Offer.**

Buyer Acknowledgments. Buyer acknowledges receipt of a Massachusetts Mandatory Real Estate Licensee-Consumer Agency Disclosure, Property Transfer Lead Paint Notification and Certification (for residences built before 1978) and Home Inspectors Facts for Consumers brochure (prepared by the Massachusetts Office of Consumer Affairs). Buyer has not relied upon any representation, oral or written, from Seller or any real estate broker concerning the legal use of, or the condition of, the Property. Buyer acknowledges that in making this Offer there are no warranties or representations made by Seller or any broker on which Buyer has relied, except as set forth in this Offer.

This is a legal document that creates binding obligations. If not understood, consult an attorney.

WITNESS my hand and seal.

Buyer Signatures

Buyer Signatures

Buyer Printed Name

Buyer Printed Name

Buyer Phone/Email: _____

This above Offer is hereby accepted upon the foregoing terms and conditions at _____ (Time) on _____ (Date).

WITNESS my hand and seal.

Seller Signatures

Seller Signatures

Seller Printed Name

Seller Printed Name

Seller Phone/Email: _____