

PURCHASE AND SALE CONTRACT

THIS IS A LEGALLY BINDING CONTRACT



Purchaser's Full Name	Mailing Address (Incl. Zip)	Telephone # / Fax # / E-mail Address

Seller's Full Name	Mailing Address (Incl. Zip)	Telephone # / Fax # / E-mail Address

1. **Agreement of Sale and Purchase:** Purchaser hereby offers and agrees to purchase from Seller and Seller agrees to sell and convey to Purchaser the Property described herein at the price and on the terms and conditions stated in this Contract.
2. **Total Purchase Price:** _____ U.S. Dollars (\$ _____)
3. **Contract Deposit:** \$ _____ (US Dollars) as evidenced by Personal check Bank check Cash. **Additional deposit of \$ _____ (US Dollars) is due within _____ calendar days after Seller's acceptance of offer.**
4. **Description of Real Property:** For purposes of this Contract, the Property is described as follows: _____

Property Address: _____
Street City/Town

At closing, Seller will deliver a deed setting forth the legal description of the Property to be conveyed under this Contract. The deed delivered by Seller at closing will govern the description of the real property to be conveyed under this Contract.

5. **Contract Deposit to be Held By:** _____ ("Escrow Agent"). If the offer is not accepted, expires, or is revoked or withdrawn prior to acceptance, the Contract Deposit shall be promptly returned. The Contract Deposit shall accrue interest on the terms and conditions provided in Section 22 of this Contract. A fee of _____, equally allocated between Seller and Purchaser, will be paid to the Escrow Agent for services rendered in connection with any Contract Deposit placed in an individual interest bearing account.
6. **Financing Contingency:** Purchaser's obligation to close under this Contract is is not subject to a financing contingency that Purchaser obtain mortgage financing in the amount of _____ % of the purchase price for a term of _____ years at an interest rate not higher than _____ % fixed for the term of the loan or _____ % variable on the date of closing with not more than _____ points to be paid at closing. Purchaser agrees to act diligently and in good faith to obtain such financing and shall, **within _____ calendar days after Seller's acceptance**, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans requesting financing **in the amount and on the terms provided in this Contract**. If Purchaser fails to timely submit such an application, this financing contingency is waived by Purchaser. **If, despite best efforts, Purchaser is unable to obtain the financing specified in this Contract by _____, _____, Purchaser (but not Seller) shall have the right to TERMINATE this Contract, provided, however, Purchaser must give written notice directly to Seller of the inability to obtain such financing within four (4) calendar days after the above date.** In the event Purchaser terminates this Contract in accordance with the provisions of this financing contingency, all deposit money, together with all interest thereon to which Purchaser is entitled, shall be forthwith returned to Purchaser, the Contract shall be terminated, and shall be of no further force and effect. The responsibility to notify Seller of Purchaser's termination of the Contract based on the inability to obtain financing shall be solely Purchaser's. The real estate broker(s) representing Seller shall have no responsibility under this Contract to notify Seller of Purchaser's termination based on the financing contingency.

If Purchaser's obligation to close is not subject to a financing contingency, Purchaser represents to Seller that Purchaser has sufficient cash or liquid assets to close on the purchase of the Property as provided herein.

Purchaser's Initials _____ Seller's Initials _____

7. **Lead-Based Paint:** Based upon representations made by Seller and Purchaser's own investigation and information, it is agreed that the property is is not pre-1978 residential real estate and, therefore, is is not subject to Federal (EPA/HUD) Lead-Based Paint Regulations. If the property is pre-1978 residential real estate, the parties must execute a Lead-Based Paint Addendum, which shall become part of this Contract. Lead-Based Paint Addendum Required Yes No
8. **Property Inspection Contingency:** Purchaser's obligation to close under this Contract is is not subject to a property inspection contingency. If "yes," the parties must execute a property inspection contingency addendum which shall become part of this Contract. If "no," Purchaser's obligation to close is not subject to a property inspection contingency. Property Inspection Contingency Addendum attached Yes No
9. **Condominium/Common Interest Community:** If the Property is a condominium, common interest community, planned community or other property subject to the Vermont Common Interest Ownership Act, the parties must execute a Common Interest Ownership Addendum, which shall become part of this Contract. Common Interest Ownership Addendum Required Yes No
10. **Other Special Conditions or Addenda to Contract:** The following special conditions or written addenda signed by Seller and Purchaser are made part of this Contract and are incorporated herein:

Special conditions or written addenda attached: Yes No

Other special conditions: _____

11. **Closing:** Closing and transfer of title shall be held on the _____ day of _____, _____ at a mutually agreed time and place. Closing may occur earlier if the seller and purchaser agree in writing. Neither party shall be obligated to extend the date set for closing. **TIME IS OF THE ESSENCE AS TO THE CLOSING DATE.**
12. **Seller's Obligation to Furnish Buyer With State and Local Permits:** The parties acknowledge that certain state permits may be required for this Property without which Seller may be unable to convey marketable title. Certain other state permits, if applicable to the Property, including stormwater discharge permits, may be required for the use and occupancy of the Property. Additionally, certain municipal permits may be required for the use and occupancy of the Property. Accordingly, not later than _____ calendar days from the date this Contract is accepted by Seller, Seller shall furnish Purchaser or Purchaser's attorney with evidence of the issuance of such state and local permits as may affect marketable title to the Property or the use and occupancy of the Property. However, providing Purchaser with evidence of the issuance of such state and local permits shall not constitute a representation by Seller that the Property is necessarily in compliance with said permits. If, at the expiration of the time required for Seller to furnish evidence of the issuance of such state and local permits, Seller, after reasonable efforts, is unable to do so because such permits have not in fact been issued, either Seller or Purchaser shall have the right to forthwith terminate this Contract by notice to the other party whereby all rights and obligations of the parties hereto by reason of this Contract shall terminate, and all deposit money, together with all interest thereon to which Purchaser is entitled, shall be forthwith returned to Purchaser. This provision shall be supplemental to and shall not alter, limit, expand or affect the provisions of Section 19 hereof relating to Purchaser's examination of title.
13. **Limitation of Liability:** *Seller and Purchaser each agree that the real estate brokers identified in Section 31 hereof have provided both Seller and Purchaser with benefits, services, assistance and value in bringing about this Contract. In consideration thereof, and in recognition of the relative risks, rewards, compensation and benefits arising from this transaction to said real estate brokers, Seller and Purchaser each agree that such brokers, their agents, associates or affiliates, shall in no event be liable to either Purchaser, Seller or both, either jointly, severally or individually, in an aggregate amount exceeding the total compensation to be paid to such brokers on account of this transaction or \$5,000, whichever is greater, by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of any undertaking whatsoever, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against the real estate brokers unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature whatsoever from any cause or causes, except intentional or willful acts, so that the total aggregate liability of all real estate brokers identified in Section 31 hereof shall not exceed the amount set forth herein. Seller and Purchaser each agree that there is valid and sufficient consideration for this limitation of liability and that the real estate brokers are the intended third-party beneficiaries of this provision.*
14. **Possession:** Possession and occupancy of the premises, together with all keys to the premises, shall be given upon closing unless otherwise agreed to in writing. Seller shall leave the premises broom clean, free from all occupants, and shall remove all personal property not being sold hereunder, together with the personal property of all occupants. Seller agrees to permit Purchaser to inspect the premises within 24 hours prior to the date set for closing to insure compliance with this provision.
15. **Payment of Purchase Price:** Payment of the purchase price is due at closing and shall be adjusted for any Contract Deposits held by Escrow Agent to be disbursed at closing, taxes or tax withholding applicable to Seller as described in Sections 17 and 18 of this Agreement, or as required by other applicable law, Closing Adjustments under Section 26 of this Agreement, compensation due to Seller's real estate broker, and any other items agreed to in writing by Seller and Purchaser. The purchase price, after the foregoing or any other adjustments are made, shall be paid to Seller in cash, by wire transfer, electronic transfer, treasurer's or bank teller's check, check drawn on the trust or escrow account of a real estate broker licensed in the State of Vermont, or if authorized by applicable law or rule, check drawn on the trust or escrow account of an attorney licensed in the State of Vermont or any combination of the foregoing.

Purchaser's Initials _____

Seller's Initials _____

In the event Seller requests funds by electronic or wire transfer or by treasurer's or bank teller's check, Seller shall provide written notice thereof to the person or entity Closing the transaction not later than seven (7) working days prior to the date scheduled for Closing. Any fees or charges assessed by financial institutions to enable funds to be paid to Seller by electronic or wire transfers or treasurer's or bank teller's checks shall be borne by and paid for at closing by Seller. Unless otherwise agreed to in writing, the Contract Deposits held by Escrow Agent shall be paid directly to Seller at Closing and credited toward the total proceeds to be paid to Seller at Closing.

16. **Deed:** Unless otherwise agreed in writing, Seller shall deliver to Purchaser at Closing a Vermont Warranty Deed, prepared and paid for by Seller, conveying marketable title to the Property, as defined by Vermont law.
17. **Property Transfer Tax/Land Gains Tax/Act 250 Disclosure Statement:** Purchaser shall pay any Vermont Property Transfer Tax due on account of the sale of the Property. If any Vermont Land Gains Tax is due as a result of the sale of the Property, the Seller shall pay such tax as may be due, except as otherwise provided by law or by addendum to this Contract. At or prior to closing, Seller shall provide Purchaser with satisfactory proof either that there is no such tax due or that the tax has been paid in full, or shall provide a certificate from the Vermont Department of Taxes specifying the amount of any tax that may be due as a result of the sale. In the event Seller is required to provide Purchaser with an Act 250 Disclosure Statement and fails to provide such a statement or provides the statement in an untimely manner, Purchaser's closing on this transaction and acceptance of Seller's deed shall constitute a waiver and release of Purchaser's right to declare this Contract unenforceable, to rescind this transaction or to pursue Seller for damages arising out of the failure to provide an Act 250 Disclosure Statement.
18. **Income Tax Withholding Requirements if Seller is a Nonresident of Vermont and/or Subject to Tax Under the U.S. Foreign Investment in Real Property Tax Act:** If Seller is a nonresident of Vermont, unless a withholding certificate is issued by the Vermont Commissioner of Taxes in advance of the closing, Purchaser shall withhold 2.5 percent of the total purchase price and file a Withholding Tax Return with the Vermont Department of Taxes. In addition, if the sale of the Property subjects Seller to the payment of federal tax under the Foreign Investment in Real Property Tax Act (FIRPTA), unless a withholding certificate is issued by the Internal Revenue Service, Purchaser shall withhold 10 percent of the total purchase price and file a Withholding Tax Return with the Internal Revenue Service. If Purchaser fails to withhold such taxes when required to do so, Purchaser may be liable to the respective taxing authorities for the amount of such tax. Purchaser shall have the right to reasonably request evidence that Seller is exempt from payment of either tax in the form of a certificate of residence or non-foreign status. In the event Purchaser is determined to be liable for the payment of either tax, Seller shall indemnify and hold Purchaser harmless from all such liability together with any interest, penalties and reasonable expenses, including attorneys' fees, incurred by Purchaser.
19. **Purchaser's Examination of Title:** Purchaser, at his or her sole cost and expense, shall cause the title to the Property to be examined and shall notify Seller in writing, prior to the date set for closing, of the existence of any encumbrances or defects which are not excepted in this Contract which render title unmarketable as defined by Vermont law. In such event, Seller shall have an additional thirty (30) calendar days from the time Seller receives such notice to remove the specified encumbrances or defects. Promptly following receipt of such notice, Seller shall exercise reasonable efforts and diligence to remove or cure the specified encumbrances or defects. If, at the expiration of thirty (30) calendar days from the receipt of such notice or on the date set for closing, whichever is later, Seller is unable to convey marketable title free and clear of such encumbrances and defects, Purchaser may terminate this Contract, and, if so, shall receive back all deposit money and may, in addition, pursue all legal and equitable remedies provided by law.
20. **Default:** If Purchaser fails to close as provided herein, or is otherwise in default, Seller may terminate this Contract by written notice to Purchaser and retain all Contract Deposits as liquidated damages, or may pursue all legal and equitable remedies provided by law. If Seller does not notify Purchaser of Seller's election of remedies within thirty (30) calendar days following notice of Purchaser's default, Seller's sole remedy shall be retention of all Contract Deposits as liquidated damages. Because of the nature and subject matter of this Contract, damages arising from Purchaser's default may be difficult to calculate with precision. The amount of the Contract Deposits reflect, in part, a reasonable estimate of Seller's damages for Purchaser's default. The provision hereof granting Seller the election to retain the Contract Deposits as agreed-upon liquidated damages is intended solely to compensate Seller for Purchaser's default. It is not intended to be a penalty for Purchaser's breach nor is it an incentive for Purchaser to perform the obligations of this Contract. If Seller fails to close, or is otherwise in default, Purchaser may terminate this Contract by written notice to Seller and shall receive back all Contract Deposits and may pursue Purchaser's rights to all legal and equitable remedies provided by law. In the event legal action is instituted arising out of a breach of this Contract, the substantially prevailing party shall be entitled to reasonable attorney's fees and court costs.
21. **Deposits:** At closing and transfer of title, Escrow Agent shall disburse all Contract Deposits. In the event Purchaser terminates this Contract under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund such Contract Deposits to Purchaser. In the event either Seller or Purchaser does not perform and fail to close on the terms specified herein, this shall constitute a default. In the event of a default undisputed by Seller and Purchaser, upon written demand, Escrow Agent shall pay the Contract Deposits to the non-defaulting party. In the event of a dispute concerning default, Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorney's fees, arising out of the holding of the Contract Deposits. In the event of a dispute, Escrow Agent may pay the Contract Deposits into a court of competent jurisdiction for the purpose of determining the rights of the parties to the Contract Deposits. All costs and expenses of such action including attorney's fees incurred by Escrow Agent shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of the Contract Deposits.
22. **Terms and Conditions of Interest on Contract Deposit:** If the interest on the Contract Deposit is expected to accrue less than Fifty Dollars (\$50), the Contract Deposit will be placed in Escrow Agent's pooled interest bearing real estate trust account. . The interest accrued thereon will be automatically remitted to an account held for the Vermont Housing Finance Agency for the benefit of affordable housing programs in Vermont. Seller and Purchaser acknowledge that this remittance is mandatory and non-discretionary under the provisions of Vermont's Interest on Real Estate Trust Accounts law. If the Contract Deposit is expected to accrue more than Fifty Dollars (\$50) in interest, it will be placed in an individual interest bearing account with a financial institution doing business in Vermont. The account shall obtain a reasonable prevailing rate of interest,

Purchaser's Initials _____

Seller's Initials _____

provided, Escrow Agent shall have no obligation to obtain the highest available rate of interest. The Purchaser's social security or other federal identification number shall be used to open any individual interest bearing account and to fulfill all reporting responsibilities to governmental authorities concerning such account. The provisions of Section 21 of this Contract shall apply to Escrow Agent's responsibilities concerning the interest on the Contract Deposit.

- 23. Mediation of Disputes:** In the event of any dispute or claim arising out of or relating to this Contract, to the Property, or to the services provided to either Seller or Purchaser by any real estate agent who brought about this Contract, it is agreed that such dispute or claim shall be submitted to mediation prior to the initiation of any suit. The party seeking to mediate such dispute or claim shall provide notice to the other party and/or to the real estate agent(s) with whom mediation is sought and thereafter the parties and/or real estate broker(s) to be involved in the mediation shall reasonably cooperate with each other in the selection of a mediator and shall reasonably agree upon the selection of a mediator. The real estate agent(s) who brought about this contract can be of assistance in providing information as to sources for obtaining the services of a mediator. Unless otherwise agreed to in writing, the parties and any real estate agent(s) involved in the mediation shall share the mediator's fee equally. Seller, Purchaser and the real estate agent(s) who brought about this Contract acknowledge and understand that, although utilizing mediation in an effort to resolve any dispute or claim is mandatory under this Contract, the function of the mediator is to assist the parties involved in the mediation in resolving such dispute or claim and not to make a binding determination or decision concerning the dispute or claim. This provision shall be in addition to, and not in replacement of, any mediation or alternative dispute resolution system required by an order or rule of court in the event the dispute results in a lawsuit.
- 24. Fixtures and Personal Property:** Insofar as any of the following items are now located on and belong to the Property, they shall be deemed to be fixtures and are included in this sale; heating, lighting and plumbing fixtures; storm windows and doors; screens and screen doors; curtain rods, window shades and Venetian blinds; shrubbery and trees; wall-to-wall carpeting, television antennae and satellite dish. **NO PERSONAL PROPERTY IS INCLUDED IN THIS SALE UNLESS EXPRESSLY IDENTIFIED AND DESCRIBED IN THIS CONTRACT OR IN ANY SCHEDULE ATTACHED HERETO.** Any personal property transferred under this Contract is sold "As Is" with no warranties of any kind, express or implied, other than the warranty of title.
- 25. Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on Seller. Seller shall continue to carry such fire and extended coverage insurance as is presently maintained on the buildings and improvements located on the Property. In the event any of the buildings or improvements are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such damage or terminate this Contract.
- 26. Closing Adjustments:**
- A. Real property taxes shall be apportioned and prorated at Closing between Seller and Purchaser as follows:
 - 1. If the Property is located in a municipality where the municipal tax and the school tax fiscal periods are July 1 to June 30, such taxes shall be apportioned and prorated so that Seller shall pay the taxes allocable to the period beginning July 1 of that fiscal year and ending on the day before the closing. Purchaser shall pay the taxes allocable to the period beginning on the day of closing and ending on June 30.
 - 2. If the Property is located in a municipality where the municipal tax fiscal period is other than July 1 to June 30, such municipal taxes shall be apportioned and prorated so that Seller shall pay the taxes allocable to municipal taxes beginning on the first day of the municipality's fiscal year and ending on the day before closing. Seller shall also pay the taxes allocable to school taxes for the period of July 1 of that fiscal year and ending on the day before closing. Purchaser shall pay the taxes allocable to both municipal and school taxes for the period beginning on the day of closing and ending with the last day of the respective (municipal or school) fiscal year.
 - B. Any other taxes associated with governmental or quasi-governmental entities (such as fire districts, water districts and the like) assessed against the Property (whether assessed by such entity or by or through a municipality), shall be apportioned and prorated in the same manner as established in subsection A(1) or (2) above, as applicable.
 - C. Any condominium, common interest ownership, homeowners association, common area assessment of other similar charges imposed upon the Property shall be apportioned and pro rated so that Seller shall pay such assessments from the beginning of the respective assessment period up to and including the day before closing. Purchaser shall pay such assessments beginning on the day of closing and ending at the end of the respective assessment period.
 - D. Should any tax, charge or assessment be undetermined on the date of closing, the last determined tax charge or rate shall be used for purposes of apportionment and allocation.
 - E. Fuel, utilities, rent and similar items shall be adjusted on a pro rata basis so that Seller shall pay the pro rata share of such items up to and including the day before closing, and Purchaser shall pay the pro rata share of such items beginning on the day of closing.
 - F. The net amount of the above adjustments shall be added to or deducted from the amount due Seller at closing.
- 27. Effect:** This Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written and signed addenda thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont.
- 28. Modification and Amendment:** No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.
- 29. Notice:** All notices required to be given under this Contract shall be deemed given when delivered by hand, by courier or delivery service, including same day or overnight delivery company, or when deposited in the U.S. Mail, certified, registered or express mail, return receipt requested, postage prepaid and properly addressed to Seller or Purchaser at the addresses set forth in this Contract. In the alternative, notice, including notice of acceptance of an offer, may be sent by facsimile transmission (fax) provided the original of the signed Contract, notice of acceptance notice of an offer, or other document or notice sent by fax is delivered or mailed within a reasonable time after the date of the fax

Purchaser's Initials _____

Seller's Initials _____

transmission. The failure to deliver or mail the original signed Contract or notice shall not, in itself, void or nullify an otherwise valid contract or notice. In the event notices are delivered by hand, by courier or delivery service or sent by regular U.S. Mail, such notices shall be effective upon receipt. Although Seller and Purchaser are encouraged to provide copies of notices to the real estate agents who brought about this Contract, any notices required to be given under this Contract shall be effective only if provided directly to Seller or Purchaser. To that end, notices required to be given under this Contract shall not be effective if provided only to the real estate agents who brought about this Contract.

30. **Time for Acceptance: Purchaser's offer is open for acceptance by Seller until _____, _____**
 a.m. p.m. (the "Expiration Date"). If the offer is not accepted by the Expiration Date, it shall expire and be of no further force and effect. Purchaser has the right to revoke and withdraw this offer prior to Seller's acceptance by written notice of such revocation or withdrawal delivered to Seller. Acceptance is defined as Seller's execution of this Contract and notification thereof to Purchaser in the manner provided in Section 29. Acceptance of this Contract must occur prior to the expiration date or Purchaser's earlier revocation or withdrawal of this offer for the Contract to be legally binding. Oral notification of acceptance of this offer is not sufficient to create a legally binding contract.

31. **Efforts of Agent(s):** Seller and Purchaser agree that _____ as listing agency of Seller and _____ as broker's agent acting as agent of listing agency OR as buyer's agent representing Purchaser, brought about this Contract.

_____ Purchaser	Date and time of offer _____
_____ Purchaser	Date and time of offer _____
_____ Purchaser	Date and time of offer _____
_____ Purchaser	Date and time of offer _____

ACCEPTANCE OF OFFER AND AGREEMENT TO SELL

Seller hereby accepts Purchaser's offer and agrees to sell the property at the price and upon the terms set forth in this Contract and any addenda thereto.

_____ Seller	Date and time of acceptance _____
_____ Seller	Date and time of acceptance _____
_____ Seller	Date and time of acceptance _____
_____ Seller	Date and time of acceptance _____

Offer presented to Seller: Date: _____ Time: _____ By: _____ (Insert Name of Real Estate Agent/Agency Who Presented Offer)	Seller's response to offer: <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Seller's initials: _____ Seller's initials: _____ Seller's initials: _____ Seller's initials: _____ Date: _____ Time: _____ Date: _____ Time: _____ Date: _____ Time: _____ Date: _____ Time: _____
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