Contingencies

Provide oil in the tank for Buyers enjoyment

Full swimming pool, Pool inspection, warranty to cover that pool is in working condition.

Walk through 14 days prior to closing to insure major repairs are done

short walk through before closing

Subject to buyer due diligence checking town records, property cards, neighborhood statistics, safety and crime.

Subject to property appraisal for purchase price

Back up offer contingent upon sale from “Kessler to Waddle” falling through.

Subject to attorney review at P&S

Buyer requests any improvements be made with low VOC paint and can choose building products accordingly to reduce formaldehyde and chemical exposure.

Buyer has the right to approve licensed registered and insured work to be completed.

Buyer has the right to approve septic plan and design

Satisfactory quantity and quality of well within EPA state and local standards.

Subject to sale and closing of buyers current residence located at XXX Chery Tree Lane, Hopkinton MA 01748

Escalation clause: $1,000 more than the next “final and best “ offer, subject to proof of offer, with a maximum of $650,000.

Subject to satisfactory working fireplace.

Property to be delivered vacant and broom swept condition (or professionally cleaned.)

Continued maintenance of yard and garden

Buyer requests home owner’s one year appliance warranty, or appliances and systems.

Removal of oil tank

3rd floor heat if required by mortgage approval

Receipt and approval of homeowner association documents

Early occupany (with payment of rent) or move in furniture

subject to determination of affordable homeowners insurance

Subject to determination of flood plain issues

Buyer to varify all permits Verifications that all improvements were made with proper permits and all certificates of occupany were issued.

Inspect soil by licensed site professional

EDR neighborhood Environmental report

Seller to hire licensed and insured contractor, and if prior to 1978 RRP certified RRP , provide receipts to buyer and reinspection 14 days prior to close. If permits are needed, all must be closed.

Subject to reduction in price for work to be done

If the lead inspection reveals the presence of lead paint, the abatement and/or removal of which will cost $2,000 or more, then the Buyer may terminate this agreement where upon any payments made under this agreement shall be forthwith refunded and all other obligations for the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto OR seller may remit balance of work to be done as a credit to buyer at closing. Any lead paint removal or abatement shall be the Buyer’s responsibility.

Seller to repair peeling paint, missing handrail, safety issues, crumbling steps, prior to bank appraisal( or have client switch to mass Housing or conventional.) Need a recorded maintenance agreement for a private road.

Condo: buyer has the right for satisfactory review of condo cods, budget, meeting notes and financials.

Ask for price reduction, closing costs, or repairs by a licensed professional. Forgo repair and have seller agree to a closing cost credit or renegotiate the selling price. If you go for repair it stimulates and additional lender inspection additional walk through and potential delays.

Seller to credit buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_toward closing costs, pre paids escrows and incidentals.

Seller contributions up to 6% of a FHA loan

Closing costs, taxes, inspections, upfront mortgage premium, insurance, any transactional costs or seller lower the price.