



**NON-BINDING Lot Reservation Agreement:  
Residences at Fort Hill, Nottingham, NH**

**Lot Reservation Instructions:**

- 1) Write in your lot preferences in order: Lot # \_\_\_\_\_ Lot # \_\_\_\_\_
- 2) Community Name & City: \_\_\_\_\_
- 3) Sign, scan & email this completed and signed form to [ottercovehomes@gmail.com](mailto:ottercovehomes@gmail.com).
- 4) Mail deposit, to be held in escrow by/to Heigis Real Estate, 284 First Nh Turnpike, Northwood, New Hampshire 03261.

1. Mandatory Disclosures:

- a. This Agreement is in no way binding on you as the prospective purchaser and may be canceled without penalty at your sole discretion by written notice, hand delivered or sent by United States mail, return receipt requested, to Otter Cove Homes, LLC at the address above, or to any agent of Otter Cove Homes, LLC, at any time prior to the full execution of the contract for the sale of the lot identified herein;
- b. The subdivision is not yet registered for exemption by the New Hampshire attorney general's office, and until such registration for exemption is ordered, no binding contract for sale or lease of any lot, parcel, unit, or interest within the subdivision may be created;
- c. Any deposit made under this Agreement shall be held in escrow and shall be returned by Otter Cove Homes, LLC or the escrow agent named herein no later than 10 days following receipt of any cancellation of this Agreement
- d. The escrow agent hereunder shall be Heigis Real Estate, **Attn: Heather Heigis, with an address of 284 First NH Turnpike, Northwood, NH 03261** (the "Escrow Agent"), **(603)817-5605**

2. **This Non-Binding Lot Reservation Agreement is not a contract for the sale and purchase of real estate, and does not convey any interest in real property to you nor does it obligate Otter Cove Homes, LLC to convey any interest in real estate to you.** It merely expresses the parties' intent to reserve a certain lot, for a limited period,

prior to the execution of a written contract. The reservation deposit is \$25,000.00 (Twenty Five Thousand Dollars), and your check or money order must be made payable to **Heigis Real Estate** at the time of your submission of this form in order to reserve a lot as stated herein.

3. Your reservation deposit will be held in escrow until such time as (i) Otter Cove Homes, LLC receives final subdivision and NH attorney general approvals to sell the lot(s) AND (ii) a formal Contract for Sale and Purchase of the lot is executed, at which time the deposit shall be handled in accordance with the terms of such Contract for Sale and Purchase. You may request, in writing, to receive a full refund of your reservation deposit (without interest) at any time before you have executed a Contract for Sale and Purchase of the reserved lot(s). **Your lot reservation will be immediately canceled when Otter Cove Homes, LLC receives your written request for a refund.** A full refund shall be given upon written request but in no event shall Otter Cove Homes, LLC or the Escrow Agent be responsible for payment of any interest thereon.
4. Otter Cove Homes, LLC will notify you at the email address given below when your reserved lot becomes available for sale. **You must respond by signing and delivering to us a written offer to Purchase and a builder exclusive Contract assigned by Otter Cove Homes, LLC, within fourteen (14) calendar days of our notification.** Failure to comply with this requirement will result in the cancellation of your lot reservation, and Otter Cove Homes, LLC will offer your lot to the next person on the lot reservation priority list.
5. Your reservation deposit is non-refundable upon execution of a Contract for Sale and Purchase of the reserved lot(s), subject however at all times to applicable NH law, and will thereafter be payable to Otter Cove Homes, LLC as a credit towards your lot purchase or handled as otherwise provided in such Contract for Sale and Purchase.
6. All lot reservations/sales are bound to a Builder Exclusive tie in as assigned by Otter Cove Homes, LLC.
7. Otter Cove Homes, LLC reserves the right to terminate this Lot Reservation Form at any time before the parties enter a Contract for Sale and Purchase. In such an event, Otter Cove Homes, LLC will issue a letter of termination, and the lot reservation deposit will be returned to you, without interest, within seven (7) business days after the date that the letter of termination is issued.
8. Otter Cove Homes, LLC will maintain its own lot reservation priority list on a first-come, first serve basis. For the selected lot(s), lot reservation priority will be granted in the order that Otter Cove Homes, LLC receives the deposits.

The parties acknowledge that the selected lot(s) may or may not be available for sale.

**Please note that your priority will be automatically lost in the event that:**

- a. your deposit does not clear through the bank
  - b. upon cancellation of this lot reservation by either party.
9. Otter Cove Homes, LLC will notify you in writing at the email address given below if your lot selection is reserved. You will be required to sign and return a Confirmation of Lot Reservation Agreement.
10. **It is your duty to promptly inform us of any change to your address.**
11. This agreement shall be governed by and construed in accordance with the laws of the state of New Hampshire.

This Lot Reservation Form is submitted on Month \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_;

by Name(s):

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Legal Address:

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Phone (\_\_\_\_\_)\_\_\_\_\_ Mobile phone (\_\_\_\_)\_\_\_\_\_

Email: \_\_\_\_\_

1<sup>st</sup> Signature \_\_\_\_\_ Date \_\_\_\_\_

2<sup>nd</sup> Signature \_\_\_\_\_ Date \_\_\_\_\_

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*This area for Otter Cove Homes, LLC use only* **Reservation**

**Receipt Information** Time Deposit Received Month \_\_, Date \_\_\_\_,

20\_\_\_\_\_ at \_\_\_\_\_AM/PM

Reservation priority Lot # \_\_\_\_\_ Lot # \_\_\_\_\_ Lot # \_\_\_\_\_