

NON-BINDING OFFER TO PURCHASE REAL ESTATE *(With Contingencies)*

Once accepted by the Seller, this Offer shall require the parties to execute a Standard Purchase and Sale Agreement.
Examples can be found at: sparkoffer.com/contracts. Before signing any agreement you are not sure about, Consult An Attorney or Real Estate Professional.

From: BUYER(S):
Name(s):

To: OWNER OF RECORD ("SELLER"):
Name(s):

Address:

Address:

The BUYER offers to purchase, upon the following terms and conditions, (the "Premises") together with all buildings and improvements thereon described as:

To which I have been introduced by : _____ (leave blank if not applicable)

1. **Purchase Price:** The BUYER agrees to pay the sum of \$ _____ to the SELLER for the purchase of the Premises (the "Offer"), due as follows:
 - i. \$ _____ as a deposit upon executing the Purchase And Sale Agreement (described below);
 - ii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.
2. **Duration Of Offer:** This Offer is valid until 7:00PM EST on _____ by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected. Time is of the essence as to each provision of this Offer.
3. **Execution of Standard Purchase And Sale Agreement:** The SELLER and the BUYER shall, at or before 7:00PM EST on _____ execute that certain Standard Purchase and Sale Agreement of the local association of Realtors or substantial equivalent which consistent with the terms of this Offer.
4. **Closing:** The SELLER agrees to deliver to BUYER a good and sufficient deed conveying good and clear record and marketable title to the Premises by 7:00PM EST on _____ at the Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.
5. **Escrow:** The deposit shall be held by _____
6. **Contingencies.** It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following:
 - a. **Mortgage:** (Delete If Waived) The BUYER'S obligation to purchase the Premises is conditioned upon obtaining a written commitment for financing in the amount of \$ _____ at prevailing rates, terms and conditions by _____. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control.
 - b. **Inspections:** (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to inspect the Premises or any aspect thereof, including, but not limited to, the structures, pest, radon, lead paint, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and _____ at BUYER'S sole cost by _____. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice delivered to the SELLER or SELLER'S agent by 7:00PM EST on the calendar day after the date set forth above, terminating this agreement.

7. Representations/Acknowledgments: The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, LEAVE BLANK):

8. Additional Terms / Contingencies:

BUYER SIGNATURE

Date signed:

Name:

BUYER SIGNATURE (if applicable)

Date signed:

Name:

SELLER SIGNATURE

Date signed:

Name:

SELLER SIGNATURE (if applicable)

Date signed:

Name: