

2024 Forms Changes

(Approved by MAR Board of Directors – August 9, 2023)

(Additions are highlighted in yellow; Deletions are marked with STRIKE-THROUGH and GRAY)

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► New Forms

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BACK-UP ADDENDUM

To Agreement dated _____, between

and _____

for property located at _____

The Purchase and Sale Agreement is further subject to the following terms:

1. Buyer and Seller acknowledge that Seller's right to sell the above-referenced property is already subject to the terms and conditions of a purchase and sale agreement which is still in effect (the "Prior Agreement") and that this Agreement shall be a back-up agreement to the Prior Agreement. Seller's obligations under this Agreement are subject to the Prior Agreement becoming null and void. Seller closing on the sale of the property under the terms of the Prior Agreement shall terminate this Agreement and the earnest money deposit, if any, shall be returned to Buyer.
2. Seller shall notify Buyer by written notice in the event that the Prior Agreement becomes null and void which will eliminate the back-up nature of this Agreement and the date of notification shall be the Notification Date. Notwithstanding anything to the contrary in this Agreement, all time periods and deadlines for performance set forth in this Agreement, including the obligation to deliver any earnest money deposit, shall run from the Notification Date rather than the Effective Date, **beginning with the first business day after the Notification Date.** Closing date shall be on or before _____ days from the Notification Date.
3. At any time prior to the Notification Date, Buyer may terminate this Agreement by written notice to Seller. If Buyer elects to terminate, all rights and obligations of Buyer and Seller hereunder will terminate and the earnest money deposit, if any, shall be returned to Buyer.
4. Seller reserves the right to extend, amend or otherwise modify the terms and conditions of the Prior Agreement in Seller's sole discretion without notice to Buyer and without affecting the terms and conditions of this Agreement.
5. Buyer acknowledges that Buyer is in back-up position number _____. Seller agrees to process back-up agreements in the order they were accepted.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date

NOTICE TO BUYER

Seller hereby notifies Buyer that the Prior Agreement has become null and void and the back-up status of the Agreement between Seller and Buyer is now eliminated.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Seller	_____ Date	_____ Seller	_____ Date

WITHDRAWAL NOTICE TO SELLER

Buyer hereby declares the Agreement null and void. The earnest money, if any, shall be returned to Buyer.

_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

Buyer hereby retains _____ (hereinafter "Buyer")
_____ (Agency)
on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____.
 Yes No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.
2. Agency responsibilities:
 - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
 - b. Assist the Buyer to determine current market value, if requested by Buyer;
 - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or the Designated Broker's designee for purposes of seeking advice and assistance of benefit to Buyer;
 - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
 - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
 - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - f. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisors, attorneys, closing agents).
4. Compensation:
 - a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$ _____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____ % of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. If Agency is paid some or all of the above amount out of the listing agency's commission, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller(s) or listing agency will not make Agency either the agent or subagent of the Seller(s).
 - c. For unlisted property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____ % of the purchase price, whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent Buyer Representation Agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
 - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
 - f. Disclosure of Agency Compensation Policies
 Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.
 Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
5. Other Conditions:
 - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
 - b. All properties are acceptable at the sole and absolute discretion of Buyer.
 - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
 - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.

- e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
- f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
- g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
- h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
- i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

BUYER

BUYER

BUYER

BUYER

Accepted by _____ on behalf of _____
LICENSEE AGENCY

BUYER(S) Mailing Address: _____

BUYER(S) Phone Number(s): _____

BUYER(S) E-mail Address: _____ BUYER(S) Fax Number(s): _____

Accepted by AGENCY on _____ (Date)

By: _____

Name:

Its Authorized Signer

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

NOTE: Increase Font Size and Format Spacing

AGENCY: _____ DATE: _____

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are _____ and holds a _____

Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s). Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement; Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. Yes No

_____ (hereinafter "Buyer")
Buyer hereby retains _____ (Agency)
on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____

Yes No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:

- a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
- b. Assist the Buyer to determine current market value, if requested by Buyer;
- c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or the Designated Broker's designee for purposes of seeking advice and assistance of benefit to Buyer;
- d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.

3. Buyer responsibilities:
 - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
 - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - f. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisors, attorneys, closing agents).

4. Compensation:
 - a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$ _____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____ % of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. If Agency is paid some or all of the above amount out of the listing agency's commission, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller(s) or listing agency will not make Agency either the agent or subagent of the Seller(s).
 - c. For unlisted property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____ % of the purchase price, whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent Buyer Representation Agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
 - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
 - f. Disclosure of Agency Compensation Policies
 - Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.
 - Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

5. Other Conditions:
 - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
 - b. All properties are acceptable at the sole and absolute discretion of Buyer.
 - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
 - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
 - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
 - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
 - g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
 - h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
 - i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

BUYER

BUYER

BUYER

BUYER

Accepted by _____ on behalf of _____
LICENSEE AGENCY

BUYER(S) Mailing Address: _____

BUYER(S) Phone Number(s): _____

BUYER(S) E-mail Address: _____ BUYER(S) Fax Number(s): _____

Accepted by AGENCY on _____ (Date)

By: _____

Name:

Its Authorized Signer

EXCLUSIVE BUYER TRANSACTION BROKER AGREEMENT

DATE: _____

_____ (hereinafter "Buyer")
hereby retains _____

_____ (hereinafter "Agency") as a Transaction Broker on an exclusive basis and in consideration of its efforts to assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions set forth herein.

A Transaction Broker does not represent any party to a real estate transaction as a client and is not bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence. A party to a real estate transaction is not vicariously liable for the acts or omissions of a Transaction Broker.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____

Yes No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:

- a. Account in a timely manner for all money and property received.
- b. Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
- c. Comply with any applicable federal, state or local laws, rules, regulations or ordinances related to real estate brokerage, including fair housing and civil rights laws or regulations.
- d. Treat all parties honestly and not knowingly give false information.
- e. Perform such ministerial acts (acts that are informative or clerical in nature and do not rise to the level of active representation of a party, e.g., delivery of documents in a non-advisory capacity) as may be agreed upon from time to time between Buyer and Agency.

3. Agency may not:

- a. Conduct an inspection, investigation or analysis of a property for the benefit of any party.
- b. Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
- c. Promote the interests of either party to a transaction except as required by law.

4. Buyer responsibilities:

- a. Work exclusively with Agency.
- b. Consult with Agency before visiting open houses, contacting other agencies or "For Sale by Owner" properties to avoid confusion or misunderstanding about liability for commission.
- c. To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
- d. To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.
- e. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisers, attorneys, closing agents).

5. Compensation:

- a. Retainer Fee: Upon signing this Agreement, Buyer shall pay \$ _____ to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
- b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____ % of the purchase price or the amount offered by the listing agency, whichever is greater. If Agency is paid some or all of the above amount out of the listing agency's commission, Buyer will only be required to pay the difference. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make Agency either the agent or subagent of the Seller(s).
- c. For unlisted property, Buyer agrees to pay, or cause to be paid, a commission of \$ _____ or _____ % of the purchase price.

- d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent written buyer transaction broker or buyer representation agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
- e. The commission will be earned when a contract has been accepted by a seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
- f. Disclosure of Agency Compensation Policies:
 - Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.
 - Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

6. Other Conditions:

- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by Agency or other real estate agencies.
- b. All properties are acceptable at the sole and absolute discretion of Buyer.
- c. Buyer agrees that Agency and its affiliated licensees may present the same properties to other prospective buyers and may represent other buyers in the acquisition of the same properties.
- d. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment.

NOTE: The following paragraph was moved from just before Buyer signature blocks to here ... no change in language.
 Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

Buyer hereby consents to receive fax or other electronic transmissions sent from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

 BUYER

 BUYER

 BUYER

 BUYER

BUYER(S) MAILING ADDRESS: _____

BUYER(S) PHONE NUMBER: _____

BUYER(S) EMAIL ADDRESS: _____

BUYER(S) FAX NUMBER(S): _____

Accepted by AGENCY on _____ (Date)

By: _____

Name:

Its Authorized Signer

NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT

Buyer hereby retains _____ (hereinafter "Buyer")
_____ (Agency)
on a non-exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

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2. Agency responsibilities:
 - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
 - b. Assist the buyer to determine current market value, if requested by Buyer;
 - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or the Designated Broker's designee for purposes of seeking advice and assistance of benefit to Buyer;
 - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
 - a. Work exclusively and conduct all negotiations through Agency on all property shown by Agency;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - d. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - e. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selections of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisers, attorneys, closing agents).
4. Compensation:
 - a. Retainer Fee: Upon signing of this agreement, Buyer shall pay \$ _____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____% of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make the Agency either the agent or subagent of the Seller(s).
 - c. For unlisted property, Buyer agrees to pay, or cause to be paid by Seller to Agency, a commission of \$ _____ or _____% of the purchase price.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent Buyer Representation Agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
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 - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
 - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
 - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
 - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
 - g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
 - h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
 - i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE

BUYER(S) MAILING ADDRESS: _____

BUYER(S) PHONE NUMBER: _____ BUYER(S) FAX NUMBER(S): _____

BUYER(S) E-MAIL ADDRESS: _____

Accepted by AGENCY on _____ (Date)

By: _____

Name: DATE

Its Authorized Signer

NON-EXCLUSIVE BUYER TRANSACTION BROKER AGREEMENT

_____ (hereinafter "Buyer") hereby retains _____ (hereinafter "Agency") as a Transaction Broker on a non-exclusive basis and in consideration of its efforts to assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions set forth herein.

A Transaction Broker does not represent any party to a real estate transaction as a client and is not bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence. A party to a real estate transaction is not vicariously liable for the acts or omissions of a Transaction Broker.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____

Yes No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:

- a. Account in a timely manner for all money and property received.
- b. Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
- c. Comply with any applicable federal, state or local laws, rules, regulations or ordinances related to real estate brokerage, including fair housing and civil rights laws or regulations.
- d. Treat all parties honestly and not knowingly give false information.
- e. Perform such ministerial acts (acts that are informative or clerical in nature and do not rise to the level of active representation of a party, e.g., delivery of documents in a non-advisory capacity) as may be agreed upon from time to time between Buyer and Agency.

3. Agency may not:

- a. Conduct an inspection, investigation or analysis of a property for the benefit of any party.
- b. Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
- c. Promote the interests of either party to a transaction except as required by law.

4. Buyer responsibilities:

- a. Work exclusively with Agency on all properties shown by Agency.
- b. To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
- c. To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.

5. Compensation:

- a. Retainer Fee: Upon signing this Agreement, Buyer shall pay \$ _____ to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
- b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____ % of the purchase price or the amount offered by the listing agency, whichever is greater. If Agency is paid some or all of the above amount out of the listing agency's commission, Buyer will only be required to pay the difference. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make Agency either the agent or subagent of the Seller(s).
- c. For unlisted property, Buyer agrees to pay, or cause to be paid, a commission of \$ _____ or _____ % of the purchase price.
- d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent written buyer transaction broker or buyer representation agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
- e. The commission will be earned when a contract has been accepted by a seller and all contingencies have been satisfied.

f. Disclosure of Agency Compensation Policies:

Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.

Yes No Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

6. Other conditions:

- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by Agency or other real estate agencies.
- b. All properties are acceptable at the sole and absolute discretion of Buyer.
- c. Buyer agrees that Agency and its affiliated licensees may present the same properties to other prospective buyers and may represent other buyers in the acquisition of the same properties.
- d. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment.

NOTE: The following paragraph was moved from just before Buyer signature blocks to here ... no change in language.
Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

Buyer hereby consents to receive fax or other electronic transmissions sent from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE

BUYER'S MAILING ADDRESS: _____

BUYER'S PHONE NUMBER: _____

BUYER'S EMAIL ADDRESS: _____

BUYER'S FAX NUMBER(S): _____

Accepted by AGENCY on _____ (Date)

By: _____

Name: DATE

Its Authorized Signer

CONDOMINIUM ADDENDUM - REALES

To Agreement dated _____, between

and _____ ("Seller")

for property located at _____

The Purchase and Sale Agreement is further subject to the following terms:

1. Seller shall provide Buyer, at Seller's expense, with the following within the indicated number of days from the Effective Date of this Agreement:
 - a. A copy of the current Condominium Declaration, Bylaws and Rules/Regulations within _____ days;
 - b. Copies of the minutes of meetings of the Association and its Board of Directors for the preceding _____ months within _____ days; and
 - c. An original Resale Certificate for the Condominium Association in accordance with the Maine Condominium Act * within _____ days
2. Buyer shall have _____ days (by statute cannot be less than 5 calendar days) from receipt to review and approve the above documents. If Buyer is not satisfied with such documents, Buyer may terminate this Agreement by written notice to Seller within the specified number of days in which case the earnest money deposit shall be returned to Buyer. In the event Buyer does not so notify Seller within the specified number of days, this contingency is waived by Buyer.
3. Seller shall provide Buyer with an updated Resale Certificate if required by Buyer's lender or closing agent and shall provide Buyer with a lender questionnaire if required by Buyer's lender. Buyer will pay any fee charged by the association for these documents when due.
4. Seller represents that condominium association fees in the current amount of \$ _____ are due
 monthly quarterly, and include the following:

- | | | | |
|-------------------------------|------------------------------|-----------------------------|----------------------------------|
| ● Water: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Sewer: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Heat: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Hot Water: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Insurance: (common areas) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Maintenance: (common areas) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Other: _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Other: _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Other: _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| ● Other: _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |

Buyer Initials _____ Seller Initials _____

For Property Located At: _____

5. Buyers are required to pay an entry fee of \$ _____ to the association at closing.
The association fees are payable to _____
at the following address: _____

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date

* The Maine Condominium Act establishes the following requirements in connection with the resale of a condominium unit: A unit owner is required to furnish to a purchaser a copy of the declaration (other than the plats and plans), the bylaws, the rules or regulations of the association, and a reasonably current certificate containing the items set forth in 33 MRSA §1604-108. The condominium's association is required, within 10 calendar days after a request by a unit owner and payment of any reasonable fee established by the association, to furnish a certificate containing the information necessary to enable the unit owner to comply with this requirement. If the certificate is not provided prior to execution of the purchase contract, the purchase contract is voidable by the purchaser until the certificate has been provided and for 5 calendar days thereafter or until conveyance, whichever first occurs.

EXCLUSIVE AGENCY LISTING AGREEMENT

AGENCY: _____ DATE: _____

COMPENSATION:

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive agency to sell or exchange said property at a price of \$ _____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, excluding the Seller, then Seller agrees to pay Agency a commission of _____ % of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

BUYER'S AGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
- Yes No This Agency's policy is to share compensation with Buyer's agents.
- If Yes, Agency's policy for this transaction is to offer compensation to Buyer's agents in the range of _____ % to _____ % of the contract price.

TRANSACTION BROKERS

- Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
- Yes No This Agency's policy is to share compensation with transaction brokers.
- If Yes, Agency's policy for this transaction is to offer compensation to transaction brokers in the range of _____ % to _____ % of the contract price.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

- Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
- Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on _____, _____ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.
- To authorize a "For Sale" sign on the property. Yes No
- To authorize the advertising of the property. Yes No
- To authorize use of a key and/or a lock box on the property. Yes No
- To authorize Agency to divulge the existence of offers on or interest in the property. Yes No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes. Yes No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. Yes No
- To authorize inclusion of street address of the property on Internet display to the public. Yes No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. Yes No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. Yes No
- This property is monitored by audio and/or video surveillance equipment. Yes No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and video telephony.

- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following:

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller

Seller

Seller

Seller

NOTE: Agency signature block moved below and reformatted.

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) Email Address: _____

SELLER(S) Fax Number(s): _____



Accepted by AGENCY on _____ (Date)

By: _____

Name: _____
Its Authorized Signer

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: _____ DATE: _____

COMPENSATION:

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ _____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of _____ % of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

BUYER'S AGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
 Yes No This Agency's policy is to share compensation with Buyer's agents.
If Yes, Agency's policy for this transaction is to offer compensation to Buyer's agents in the range of _____ % to _____ % of the contract price.

TRANSACTION BROKERS

- Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
 Yes No This Agency's policy is to share compensation with transaction brokers.
If Yes, Agency's policy for this transaction is to offer compensation to transaction brokers in the range of _____ % to _____ % of the contract price.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

- Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
 Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on _____, _____ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.

- To authorize a "For Sale" sign on the property. Yes No
- To authorize the advertising of the property. Yes No
- To authorize use of a key and/or a lock box on the property. Yes No
- To authorize Agency to divulge the existence of offers on or interest in the property. Yes No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes. Yes No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. Yes No
- To authorize inclusion of street address of the property on Internet display to the public. Yes No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. Yes No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. Yes No
- This property is monitored by audio and/or video surveillance equipment. Yes No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography, and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller

Seller

Seller

Seller

NOTE: Agency signature block moved below and reformatted.

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) E-mail Address: _____

SELLER(S) Fax Number(s): _____



Accepted by AGENCY on _____ (Date)

By: _____

Name:

Its Authorized Signer

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: _____ DATE: _____

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are

and holds a _____ Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s). Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. Yes No

COMPENSATION:

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ _____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of _____ % of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

BUYER'S AGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
- Yes No This Agency's policy is to share compensation with Buyer's agents.
- If Yes, Agency's policy for this transaction is to offer compensation to Buyer's agents in the range of _____% to _____% of the contract price.

TRANSACTION BROKERS

- Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
- Yes No This Agency's policy is to share compensation with transaction brokers.
- If Yes, Agency's policy for this transaction is to offer compensation to transaction brokers in the range of _____% to _____% of the contract price.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

- Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
- Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on _____, _____ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.
- To authorize a "For Sale" sign on the property. Yes No
- To authorize the advertising of the property. Yes No
- To authorize use of a key and/or a lock box on the property. Yes No
- To authorize Agency to divulge the existence of offers on or interest in the property. Yes No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes. Yes No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. Yes No
- To authorize inclusion of street address of the property on Internet display to the public. Yes No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. Yes No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. Yes No
- This property is monitored by audio and/or video surveillance equipment. Yes No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.

- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller

Seller

NOTE: Agency signature block moved below and reformatted.

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) E-mail Address: _____

SELLER(S) Fax Number(s): _____



Accepted by AGENCY on _____ (Date)

By: _____

Name:

Its Authorized Signer

LISTING AGREEMENT WITHDRAWAL OR TERMINATION

To the Listing Agreement dated _____, between _____
_____ ("Agency") and _____
_____ ("Seller") for property located at _____

with an Expiration Date of _____ ("Listing Agreement").

I. WITHDRAWAL FROM MARKET:

Seller requests to suspend all activity under the Listing Agreement for the following reason(s):

Seller understands and Agency agrees that Agency's marketing responsibilities under the Listing Agreement shall cease but if said property is sold, conveyed, exchanged, optioned or otherwise transferred to anyone prior to the Expiration Date set forth above or within 6 months after such Expiration Date to anyone with whom Agency has negotiated, unless the property is listed in good faith with another real estate brokerage agency after such Expiration Date, Seller shall still owe the commission set forth in the Listing Agreement.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Seller	_____ Date	_____ Seller	_____ Date

Agency agrees to the suspension of activity under the Listing Agreement, subject to the terms set forth above.

AGENCY

By: _____
Name: _____ Date _____
Its Authorized Signer

II. TERMINATION OF LISTING AGREEMENT:

In consideration of Seller's payment of \$ _____, the parties hereby mutually agree to terminate **cancel** the Listing Agreement effective as of the date of this termination. Both parties are relieved of any further obligations under the Listing Agreement.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Seller	_____ Date	_____ Seller	_____ Date

AGENCY

By: _____
Name: _____ Date _____
Its Authorized Signer



POSSESSION AFTER CLOSING ADDENDUM

To Agreement dated _____, between
 _____ ("Seller")
 and _____ ("Buyer")
 for property located at _____

Notwithstanding anything to the contrary in the Agreement, Buyer and Seller agree as follows:

Seller shall be entitled to retain possession of the property for up to _____ calendar days from the date of closing at which time Seller shall deliver possession of the property to Buyer. **The following individuals are authorized to occupy the property during this time period (include Seller’s name and any other occupants such as family members):**

Seller shall deliver the property in substantially the same condition as exists on the Effective Date of the Agreement. Seller shall be responsible for ordinary maintenance and repair of the property and the cost of fuel oil and utilities, including but not limited to electrical service, telephone service, water and sewer assessments, if any, to the property until possession of the property is delivered by Seller to Buyer. Fuel oil shall be prorated as of the date possession is delivered to Buyer at the then prevailing market price of company that delivered fuel. Seller agrees to indemnify and hold Buyer harmless for any costs, expenses, losses, damages, or other liabilities of any kind and nature resulting from Seller's occupancy of the property after closing, **including any and all conduct of Seller’s guests, invitees or other occupants listed in this addendum. Seller may not sublet or assign the right to occupy the property to any other individuals not listed in this addendum.** Seller accepts full responsibility for any of Seller's personal property remaining in or on the property after closing and agrees to hold Buyer harmless for any damage to or loss of such personal property. Seller shall maintain public liability insurance and insurance on Seller's personal property until possession is delivered by Seller to Buyer. Risk of loss by fire or otherwise shall be borne by Seller until closing. In addition to the above-referenced costs, Seller shall pay Buyer \$ _____ per calendar day in advance for rental of the property. At closing, Buyer shall withhold \$ _____ from the net proceeds due Seller as a security deposit.

NOTE: Make New Paragraph

At closing, the parties shall enter into ~~the Maine Residential Lease developed by the Maine Attorney General, or such other~~ a lease agreement as mutually agreed to by the parties, ~~further~~ describing the rights and obligations of the parties.

The indemnification provisions of this addendum shall survive the closing or other expiration of the Agreement.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date

POSSESSION PRIOR TO CLOSING ADDENDUM

To Agreement dated _____, between _____ ("Seller") and _____ ("Buyer") for property located at _____

Notwithstanding anything to the contrary in the Agreement, Buyer and Seller agree as follows:

Buyer shall be entitled to enter into possession of the property on _____, for a period of occupancy that shall terminate upon the expiration of the purchase and sale agreement. **The following individuals are authorized to occupy the property during this time period (include Buyer's name and any other occupants such as family members):**

Buyer shall maintain the property in substantially the same condition as exists on the date hereof. Buyer shall be responsible for ordinary maintenance and repair of the property and the cost of fuel oil and utilities, including but not limited to electrical service, telephone service, water and sewer assessments, if any, to the property for the period of Buyer's occupancy. Fuel oil shall be prorated as of the date possession is delivered to Buyer at the then prevailing market price of company that delivered fuel. Buyer agrees to indemnify and hold Seller harmless for any costs, expenses, losses, damages or other liabilities of any kind and nature resulting from Buyer's occupancy of the property, **including any and all conduct of Buyer's guests, invitees or other occupants listed in this addendum. Buyer may not sublet or assign the right to occupy the property to any other individuals not listed in this addendum.** Buyer accepts full responsibility for any of Buyer's personal property brought into or onto the property and agrees to hold Seller harmless for any damage to or loss of such personal property. Buyer shall maintain public liability insurance and insurance on Buyer's personal property for the period of Buyer's occupancy. Risk of loss by fire or otherwise shall be borne by Seller until closing. In addition to the above-referenced costs, Buyer shall pay Seller \$ _____ per calendar day in advance for rental of the property and \$ _____ as a security deposit.

NOTE: Make New Paragraph

At the beginning of Buyer's occupancy, the parties shall enter into ~~the Maine Residential Lease developed by the Maine Attorney General further~~ **a lease agreement as mutually agreed to by the parties,** describing the rights and obligations of the parties.

The indemnification provisions of this addendum shall survive the closing or other expiration of the Agreement.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date

PROPERTY LOCATED AT: _____

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ Unknown
 Drilled Dug Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): N/A Yes No Unknown
Quantity: Yes No Unknown
Quality: Yes No Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No
If Yes, Date of most recent test: _____ Are test results available? .. Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
If Yes, are test results available? Yes No
What steps were taken to remedy the problem? _____

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location: _____

Installed by: _____

Date of Installation: _____

USE: Number of persons currently using system: _____

Does system supply water for more than one household? Yes No Unknown

Comments: _____

Source of Section I information: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

SECTION II – WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public _____ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... Yes No

If Yes, what results: _____

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem? _____

IF PRIVATE (Strike Section if Not Applicable):

Tank: Septic Tank Holding Tank Cesspool Other: _____

Tank Size: 500 Gallon 1000 Gallon Unknown Other: _____

Tank Type: Concrete Metal Unknown Other: _____

Location: _____ OR Unknown

Date installed: _____ Date last pumped: _____ Name of pumping company: _____

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem: _____

Date of last servicing of tank: _____ Name of company servicing tank: _____

Leach Field: Yes No Unknown

If Yes, Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of last servicing of leach field: _____ Company servicing leach field: _____

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

Do you have records of the design indicating the # of bedrooms the system was designed for? Yes No

If Yes, are they available? Yes No

Is System located in a Shoreland Zone? Yes No Unknown

Comments: _____

Source of Section II information: _____

PROPERTY LOCATED AT: _____

NOTE: 1st Column Reformatted

SECTION III – HEATING SYSTEM(S)/HEATING SOURCES(S)

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System				
Age of system(s) or source(s)				
TYPE(S) of Fuel				
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)				
Name of company that services system(s) or source(s)				
Date of most recent service call				
Malfunctions per system(s) or source(s) within past 2 years				
Other pertinent information				

- Are there fuel supply lines? Yes No Unknown
- Are any buried? Yes No Unknown
- Are all sleeved? Yes No Unknown
- Chimney(s): Yes No
- If Yes, are they lined: Yes No Unknown
- Is more than one heat source vented through one flue? Yes No Unknown
- Had a chimney fire: Yes No Unknown
- Has chimney(s) been inspected? Yes No Unknown
- If Yes, date: _____
- Date chimney(s) last cleaned: _____
- Direct/Power Vent(s): Yes No Unknown
- Has vent(s) been inspected? Yes No Unknown
- If Yes, date: _____

Comments: _____

Source of Section III information: _____

SECTION IV – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

- A. UNDERGROUND STORAGE TANKS** - Are there now, or have there ever been, any underground storage tanks on the property? Yes No Unknown
- If Yes, are tanks in current use? Yes No Unknown
- If no longer in use, how long have they been out of service? _____
- If tanks are no longer in use, have tanks been abandoned according to DEP? Yes No Unknown
- Are tanks registered with DEP? Yes No Unknown
- Age of tank(s): _____ Size of tank(s): _____
- Location: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

What materials are, or were, stored in the tank(s)? _____

Have you experienced any problems such as leakage: Yes No Unknown

Comments: _____

Source of information: _____

B. ASBESTOS — Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? Yes No Unknown

In the ceilings? Yes No Unknown

In the siding? Yes No Unknown

In the roofing shingles? Yes No Unknown

In flooring tiles? Yes No Unknown

Other: _____ Yes No Unknown

Comments: _____

Source of information: _____

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: _____ By: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: _____

Source of information: _____

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: _____ By: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: _____

Source of information: _____

E. METHAMPHETAMINE - Current or previously existing:

..... Yes No Unknown

Comments: _____

Source of information: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

F. LEAD-BASED PAINT/PAINT HAZARDS — *(Note: Lead-based paint is most commonly found in homes constructed prior to 1978)*

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... Yes No Unknown Unknown (but possible due to age)

If Yes, describe location and basis for determination: _____

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: Yes No

If Yes, describe: _____

Are you aware of any cracking, peeling or flaking paint? Yes No

Comments: _____

Source of information: _____

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown

LAND FILL: Yes No Unknown

RADIOACTIVE MATERIAL: Yes No Unknown

Other: _____

Source of information: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V – GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown

If Yes, explain: _____

Source of information: _____

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? Yes No Unknown

If No, who is responsible for maintenance? _____

Road Association Name (if known): _____

PROPERTY LOCATED AT: _____

Are there any tax exemptions or reductions for this property for any reason including but not limited to:
Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....
..... Yes No Unknown

If Yes, explain: _____

Is a Forest Management and Harvest Plan available?..... Yes No Unknown

Is house now covered by flood insurance policy (not a determination of flood zone) Yes No Unknown

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish,
water filtration system, photovoltaics, wind turbines): Type: _____

Year Principal Structure Built: _____

What year did Seller acquire property? _____

Roof: Year Shingles/Other Installed: _____

Water, moisture or leakage: _____

Comments: _____

Foundation/Basement:

Is there a Sump Pump? Yes No Unknown

Water, moisture or leakage since you owned the property: Yes No Unknown

Prior water, moisture or leakage? Yes No Unknown

Comments: _____

Mold: Has the property ever been tested for mold? Yes No Unknown

If Yes, are test results available? Yes No

Comments: _____

Electrical: Fuses Circuit Breaker Other: _____ Unknown

Comments: _____

Has all or a portion of the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No Unknown

Manufactured Housing – Is the residence a:

Mobile Home Yes No Unknown

Modular Yes No Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure
..... Yes No Unknown

Comments: _____

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may
have an adverse impact on health/safety: _____

Comments: _____

Source of Section V information: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

SECTION VI – ADDITIONAL INFORMATION

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

SELLER DATE SELLER DATE

SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE BUYER DATE

BUYER DATE BUYER DATE

PURCHASE AND SALE AGREEMENT
("days" means business days unless otherwise noted, see paragraph 23)

_____, _____
Offer Date

_____, _____ Effective Date Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between _____

_____ ("Buyer") and
_____ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 26 for explanation) the property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County's Registry of Deeds Book(s) _____, Page(s) _____.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: _____
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: _____

4. PERSONAL PROPERTY: The following items of personal property as viewed on _____ are included with the sale at no additional cost, in "as is" condition with no warranties: _____

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ _____. Buyer has delivered; or will deliver to the Agency within _____ days of the Effective Date, a deposit of earnest money in the amount \$ _____. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered _____.
If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: _____ ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until _____ (date) _____ AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on _____ (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a _____ deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer shall shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have _____ days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. Yes No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No Explain: _____

_____ The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS:

27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
29. Upon acceptance of the offer or counteroffer, Seller agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Buyer's Mailing address is _____ .

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
_____ BUYER	_____ DATE	_____ BUYER	_____ DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is _____ .

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
_____ SELLER	_____ DATE	_____ SELLER	_____ DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

Add more space

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM PM.

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
_____ SELLER	_____ DATE	_____ SELLER	_____ DATE

The Buyer hereby accepts the counter offer set forth above.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
_____ BUYER	_____ DATE	_____ BUYER	_____ DATE

EXTENSION

The closing date of this Agreement is extended until _____ .
DATE

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
_____ BUYER	_____ DATE	_____ BUYER	_____ DATE

PURCHASE AND SALE AGREEMENT - LAND ONLY
("days" means business days unless otherwise noted, see paragraph 20)

_____, _____
Offer Date

_____, _____ Effective Date Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between _____
_____ ("Buyer") and
_____ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 22 for explanation) the property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County's Registry of Deeds Book(s) _____, Page(s) _____.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ _____. Buyer has delivered; or will deliver to the Agency within _____ days of the Effective Date, a deposit of earnest money in the amount \$ _____. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered _____. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: _____ ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until _____ (date) _____ AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on _____ (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a _____ deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) _____. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. Yes No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: Buyer's obligation to close:

Not Subject to Financing

- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.
- Buyer's ability to purchase is is not subject to the sale of another property. See addendum Yes No.

Seller agrees to pay up to \$ _____ toward Buyer's actual pre-paids and/or closing costs.

Subject to Financing

- Buyer's obligation to close is subject to financing as follows:
 - a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
 - d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.
 - f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

_____ (_____) of _____ (_____)
 _____ Licensee _____ MLS ID _____ Agency _____ MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

_____ (_____) of _____ (_____)
 _____ Licensee _____ MLS ID _____ Agency _____ MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: Yes No Explain: _____

- 25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
- 26. Upon acceptance of the offer or counteroffer, Seller agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Buyer's Mailing address is _____.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is _____.

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

Add more line space.

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM PM.

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____.

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

REFERRAL AGREEMENT

NOTE: Decrease Font Size and Format Spacing

This Referral Agreement is entered into by and between _____
_____ of _____
_____ ("Referring Agency")
and _____ of _____
_____ ("Receiving Agency").

WHEREAS, Referring Agency is referring a listing or buying prospect to Receiving Agency in return for the compensation agreed to herein.

NOW, THEREFORE, Referring Agency and Receiving Agency agree as follows:

1. Referred Client Information.

Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

2. Referral Being Made.

_____ Listing prospect being referred by Referring Agency to Receiving Agency
_____ Buying prospect being referred by Referring Agency to Receiving Agency

3. Referral Fee. Receiving Agency agrees to pay Referring Agency a referral fee as follows:

_____ % of the listing side commission paid to the Receiving Agency
_____ % of the selling side commission paid to the Receiving Agency

4. Term (check one)

_____ This Agreement shall terminate on _____ (Date).

_____ This Agreement shall terminate when Receiving Agency has closed or completed the transaction(s) for which Referring Agency made this referral.

5. Geographical Area

This Agreement is specific to properties located in the following areas: _____

6. Other

REFERRING AGENCY

By: _____
Name: _____ Date _____
Its Authorized Signer

Mailing address: _____

Email: _____

Phone: _____

Fax: _____

RECEIVING AGENCY

By: _____
Name: _____ Date _____
Its Authorized Signer

Mailing address: _____

Email: _____

Phone: _____

Fax: _____

TERMINATION

of Listing Agreement / Buyer Representation Agreement dated _____

between _____

Seller(s) / Buyer(s)

_____ (client)

Seller(s) / Buyer(s)

and _____ .

Agency

Agency hereby terminates/cancels the aforesaid Agreement effective immediately. Client and Agency have no further obligation to each other, and client is free to move on to a relationship with a new agency.

AGENCY

By: _____ DATE

Name:
It's Authorized Signer

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All Rights Reserved. Revised 2020 2024.

NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT

NOTE: Increase font size to fill pages 1 & 2

AGENCY: _____

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are _____ and holds a _____

Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s). Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement; Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. Yes No

_____ (hereinafter "Buyer")
Buyer hereby retains _____ (Agency)
on a non-exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____.
 Yes No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:
 - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
 - b. Assist the buyer to determine current market value, if requested by Buyer;
 - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or the Designated Broker's designee for purposes of seeking advice and assistance of benefit to Buyer;
 - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.

3. Buyer responsibilities:
 - a. Work exclusively and conduct all negotiations through Agency on all property shown by Agency;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - d. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - e. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selections of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisers, attorneys, closing agents).

4. Compensation:
 - a. Retainer Fee: Upon signing of this agreement, Buyer shall pay \$ _____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____% of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make the Agency either the agent or subagent of the Seller(s).
 - c. For unlisted property, Buyer agrees to pay, or cause to be paid by Seller to Agency, a commission of \$ _____ or _____% of the purchase price.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent Buyer Representation Agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
 - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied.
 - f. Disclosure of Agency Compensation Policies
 - Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.
 - Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

5. Other Conditions:
 - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
 - b. All properties are acceptable at the sole and absolute discretion of Buyer.
 - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
 - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
 - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
 - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
 - g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
 - h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
 - i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

BUYER

BUYER

BUYER

BUYER

BUYER(S) MAILING ADDRESS: _____

BUYER(S) PHONE NUMBER: _____ BUYER(S) FAX NUMBER(S): _____

BUYER(S) E-MAIL ADDRESS: _____

Accepted by AGENCY on _____ (Date)

By: _____

Name:

Its Authorized Signer

REACTIVATION OF WITHDRAWN LISTING

To the Listing Agreement dated _____, between _____
_____ ("Agency") and _____
_____ ("Seller") for property located at _____
_____ with an Expiration Date of _____ ("Listing Agreement").

Seller requests and Agency agrees to reactivate all activity under the Listing Agreement.

Seller Date

Seller Date

Seller Date

Seller Date

AGENCY

By: _____

Name: _____ Date

Its Authorized Signer

MEOR PROPOSED CLAUSE CHANGE

June 27, 2023

Seller's Conveyance of Right of First Refusal Clause

~~CONVEYANCE OF RIGHT OF FIRST REFUSAL:~~ In addition to the portion of Seller's property to be conveyed to Buyer hereunder and for no additional consideration, Seller agrees to include in the deed delivered to Buyer at closing a right of first refusal on Seller's remaining land described in the deed(s) recorded in said Registry in Book(s) _____, Page(s) _____, on such terms and conditions as are mutually agreed upon between Seller and Buyer.