



REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/shethey should consult with an attorney before signing this Contract.

1. Parties

Buyer Name(s) Address

Seller Name(s) Address

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as

Number Street Town Zip Code .CT ("Property").

3. Fixtures and Personal Property. Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale.

See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN):

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN):

4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

- 4. Price. The total purchase price is \$
(a) Buyer shall make the following deposit, by personal check, cashier's check or certified funds...
(b) Buyer will make the following additional deposit by cashier's check or certified funds on or before...
(c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default...
(d) Seller will take back a purchase money note and mortgage as described in the attached rider...
(e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage...
(f) Buyer will pay the following balance at the closing by cashier's or certified check...
(g) TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing.

Buyer Initial Date Seller Initial Date





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5. **Mortgage Contingency.**
- N/A – No Mortgage, this is a Cash Transaction
  - N/A – Mortgage Contingency Waived
  - Mortgage Contingency (AS PROVIDED BELOW)

Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before \_\_\_\_\_ ("Mortgage Contingency Date"). **Buyer will also make prompt and diligent efforts to obtain property/casualty insurance and, if applicable, flood insurance.** Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer including all conditions contained therein. Buyer will pay all application fees, points (not to exceed \_\_\_\_\_), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

(a) Amount \$ \_\_\_\_\_ (b) Maximum initial interest rate: \_\_\_\_\_ % per annum (c) Minimum term: \_\_\_\_\_ years  
 (d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

- Conventional Fixed Rate
- Conventional Variable Rate
- CHFA
- FHA
- VA
- Other: \_\_\_\_\_

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

- Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.
- Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, initial lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, **lender approval of binders for property/casualty insurance and flood insurance (if applicable)**, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. **Deposit and Escrow of Deposits.** The deposit(s) payable under this Contract shall be made at the time(s) and in the manner specified in paragraph 4, payable to the listing Broker. If any deposit payable under this Contract is not paid by Buyer by the stated time, then Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by CHECK ONE  listing Broker  other \_\_\_\_\_ (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

- The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8<sup>th</sup>) day following the Mortgage Contingency Date.
- Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement

In case of a dispute, the party holding the deposit shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon. If the party holding the deposit initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by the party holding the deposit (including, without limitation, attorneys' fees and court costs) shall be paid by the nonprevailing party.

7. **Closing.** The closing will take place on \_\_\_\_\_ (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. **Possession at Closing; Condition of Property; Risk of Loss.** At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing. In case of any loss or damage, when Seller has not restored the Property substantially to its former condition prior to closing, one of the following shall occur at Buyer's option: either (a) the Seller shall pay over or assign to the Buyer all sums recovered on account of said insurance upon



Buyer's payment of the balance of the Purchase Price to Seller, or (b) the Buyer may terminate this Agreement and the deposits shall be refunded to the Buyer.

Buyer Initial \_\_\_\_\_ Date \_\_\_\_\_ Seller Initial \_\_\_\_\_ Date \_\_\_\_\_



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**9. Other Conditions.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Title.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price: \_\_\_\_\_  
Sewer and water liens will not be assumed by buyer unless specifically stated here:

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

**11. Adjustments.** Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

**12. Default; Liquidated Damages; Remedies.** If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

**13. Complete Agreement.** This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

**14. Assignability.** Buyer may only assign its rights under this Contract by mutual written consent of both parties.

**15. Survival.** This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

**16. Equal Housing Rights.** Buyer acknowledges that he/she is/they are aware of his/her/their right to be shown any home within his/her/their price range in any area specified by Buyer and which is available to the REALTOR® in the area in which he/she is/they are licensed.

**17. Home, Pest and Environmental Inspection/Tests.** Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

- Buyer waives inspections under this section                       Buyer elects the following inspection(s):

[Applicable Only If Checked]



- Sale of Buyer's Residence Contingency (Under Contract)   
 Short Sale   
 Septic/Well   
 TRID/CFPB Rider  
 Other \_\_\_\_\_

Buyer Initial \_\_\_\_\_ Date \_\_\_\_\_      Seller Initial \_\_\_\_\_ Date \_\_\_\_\_



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**19. Property Condition Disclosure Report.** To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

**20. Notices to Buyer. (a) Lists of Hazardous Waste Sites.** Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

**(b) Lists of Properties where Shooting Sports Conducted.** Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

**(c) Information Concerning Environmental Matters.** Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

**(d) Educational Material Concerning Well Water Testing.** If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

**21. Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments and riders hereto) via ~~facsimile (fax) machine and/or~~ email. This consent applies only to this transaction, and either party may withdraw such consent by ~~fax or~~ email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. ~~Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology.~~ Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:

Seller elects to use:

~~Fax: Fax number is: \_\_\_\_\_~~      ~~Fax: Fax number is: \_\_\_\_\_~~

Email: Email address is: \_\_\_\_\_      Email: Email address is: \_\_\_\_\_

If any party changes its email address ~~or fax number~~ it they will promptly notify the other party of the new email address ~~and/or fax number~~.

**22. Broker(s).** Buyer and Seller recognize \_\_\_\_\_ (firm name) and \_\_\_\_\_ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, ~~he/she~~ they should consult with an attorney before signing this Contract.

**BUYER**

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**SELLER**

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_