

# LEADING EDGE REAL ESTATE CONSUMER PROTECTION PLAN



Address 551 Main Street W. Newbury, MA 01985

**This contract to purchase is expressly conditioned upon the execution of a mutually acceptable Purchase and Sale Agreement, in form and substance approved by both parties' attorneys, unless waived, which when agreed upon and signed, will become the contract between the parties.** Until the expiration of this agreement, the parties will each make a good faith effort to achieve a mutually acceptable Purchase and Sale Agreement. Meanwhile, the seller will not accept another offer during the pendency of the Contract to Purchase. **It is Leading Edge Real Estate's policy not to release the executed Contract to Purchase if listing agent is not in possession of good faith deposit, fully executed lead paint disclosure (if built before 1978), fully executed Seller's Description of Property (if provided by seller), agency disclosure and satisfactory bank letter or verification of funds, if cash.**

This Leading Edge Real Estate Consumer Protection Plan shall be incorporated into the Purchase and Sale Agreement referred to herein. Time is of the essence.

Initial One:

The following shall be deemed added to the end of the paragraph contained in the Contract to Purchase regarding financing: The buyer acknowledges and agrees that Buyer's obligation to purchase the premises is not, in any way, contingent upon the sale of any of Buyer's assets. In the event that Buyer receives a mortgage commitment conditioned upon the sale of any of Buyer's assets or is denied financing because of Buyer's inability or failure to sell any assets, it is agreed that such conditional commitment or denial of financing, shall not, in any way, be deemed just cause for termination of this Contract and/or any subsequent Purchase and Sale Agreement and shall not entitle Buyer to a return of Buyer's deposit.

**OR**

This offer is contingent on the sale of Buyer's assets (Real Property or other)

The Buyer is urged to conduct independent investigations through his/her attorney, through town officials, such as tax assessors, zoning and building departments, and the Board of Health or through a home inspector, etc. to verify any such information, including but not limited to the age of the home or its components, square footage and borders of the house lot; square footage of the home, zoning type; condition and age of mechanical and electrical systems, annual taxes, condition of home, idiosyncrasies of the neighborhood abutting the home; past and present structural problems of the home including problems with the roof or basement; the title to the property, etc. Buyer understands that information provided by Broker is based on information supplied by others and Brokers do not have personal knowledge of the matters relayed.

Parties agree to the following:

- The purchase and sale agreement will stipulate how oil will be adjusted by the parties, either by buyer reimbursing seller for remaining oil or seller gifting it to buyer at closing.
- All parties agree to deliver all requested information to lender no later than 10 business days prior to scheduled closing, unless another date will comply with lending and closing attorney policies which will be noted in the Purchase and Sale. (Utilities such as final municipal water, sewer, electrical and gas; rents, security deposit, 6D last month's rent; commission statement etc, if applicable).
- Complete if applicable: the condo or HOA fee is \$NA per month and/or \$NA per year.
- Complete if applicable: a portion of the Buyer's Agent fee is being paid directly to the Buyer's Agent's Firm by the Buyer in the form of a closing cost credit at closing in the amount of \$                    .
- No claim, counterclaim or cause of action for any loss or damage **resulting from an extension required by Buyer's Lender** pursuant to TRID regulations, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this Leading Edge Real Estate Protection Plan.

BUYER DATE

BUYER DATE

SELLER DATE

SELLER DATE

**The firms involved are:**

Selling Firm: Leading Edge Real Estate, 2 Mount Vernon Street, Winchester MA 01890 MA License #9499

Agent Name:Anthony Rosso Agent Email:anthony.p.rosso@gmail.com

Agent Phone:617-877-6552 Agent RE License #:9521836

Buying Firm: \_\_\_\_\_  
Real Estate Firm Address RE License #

Agent Name: \_\_\_\_\_ Agent Email: \_\_\_\_\_

Agent Phone: \_\_\_\_\_ Agent RE License #: \_\_\_\_\_

**NOTICE OF AGENCY - check one**

**DESIGNATED AGENCY:** Broker previously gave notice of the potential for a designated agency relationship with both Buyer and Seller in connection with your real estate transaction. It was disclosed that a designated agent is a licensee who has been appointed by a the Broker, to represent a buyer or seller, and with consent of that client, another licensee associated with the same broker is authorized to represent the other party in the same transaction. That disclosure was contained in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). Broker now gives notice that designated agency has occurred and that licensees affiliated with Broker represent both Buyer and Seller in connection with the above named property.

**DUAL AGENCY:** Broker previously gave notice of the potential for dual agency relationship to occur in connection with your real estate transaction. That disclosure was contained either in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). You previously gave your consent to that relationship. Broker now gives notice that a dual agency has occurred and that Broker and affiliated licensee represents both Buyer and Seller in connection with the above named property. A dual agent is authorized to assist the Buyer and Seller in a transaction, but shall be neutral with regard to any conflicting interest of the Buyer and Seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds.

Signature (Seller's Agent)

Anthony Rosso

Print Name

Date

Signature (Buyer's Agent)

Print Name

Date

BUYER

DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE

**LEADINGEDGE**