

**PURCHASE AND SALE AGREEMENT
FOR
AUCTION SALE OF TAX DEEDED PROPERTY**

AGREEMENT made this _____ day of _____, 20__ by and between Town of Gilmanton, with a mailing address of P.O. Box 550, Gilmanton, NH 03237, (SELLER), and _____, with a mailing address of _____, (BUYER).

WITNESSETH

1. Premises: SELLER agrees to sell and convey and BUYER agrees to buy land and buildings, if any, located on _____, being property described in a deed recorded in the Belknap County Registry of Deeds at Book _____, Page _____. A copy of said deed is attached hereto as Appendix A and made a part hereof.

2. Purchase Price:

Purchase Price is: \$ _____

Deposit \$ _____

Balance due at closing \$ _____

In cash or certified check

Receipt of the Deposit is hereby acknowledged. Deposit shall be held in non-interest bearing escrow account by the SELLER.

BUYER'S PREMIUM DUE: The SELLING PRICE does not include the BUYER'S PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$ _____ at 10% equals BUYER'S PREMIUM \$ _____.

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the SELLER'S obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

3. Deed: The property shall be conveyed by a good and sufficient Quitclaim Deed.

4. Transfer of Title: Transfer of title shall take place within 45 days of the date of this Agreement, at the offices of the Belknap County Registry of Deeds, or such other place and time as may be mutually agreed upon.

5. Recording Fees and Transfer Tax: BUYER shall be responsible for all recording fees and transfer taxes, which may be assessed with respect to this conveyance, and shall provide all necessary forms to the SELLER, and shall cause same to be filed as required by law. All fees and filings shall be completed with 15 days of closing.

6. Risk of Loss: Risk of loss from any cause shall be upon the SELLER until the transfer of the property covered hereby.

7. "As Is Condition" The sale of the property as provided for herein is made on an "AS IS" condition, subject to all faults, latent or patent.

8. RSA 477:4-A Notice:

The Seller has no knowledge of:

Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

9. Possession: Possession of the premises shall be free of all tenants, personal property, and encumbrances except as herein stated and is to be given on or before transfer of title.

10. Agent or Broker: The parties hereto agree that no agent or broker brought about this sale on behalf of SELLER.

11. Examination of Title: If BUYER desires an examination of title, it shall pay the cost thereof.

12. Apportionments: BUYER shall be responsible for the payment of taxes from the date of the closing to the end of the tax year.

13. Default; Liquidated Damages: If the BUYER defaults pursuant to the terms of this Agreement, the SELLER may retain the amount of the deposit as liquidated damages.

14. Binding Effect: This contract shall be binding upon the heirs, successors and assigns of both SELLER and BUYER.

15. Prior Statements: All representations, statements, and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.

16. Construction of Agreement: This Agreement, executed in duplicate, shall be construed as a New Hampshire contract.

17. Waiver: The waiver by any party of any breach of any provision of this Agreement shall not operate as, or be construed as a waiver of any subsequent breach thereof.

18. Severability: Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be effected thereby but shall continue in full force and effect.

WITNESS our hands this _____ day of _____,
20____.

SELLER:

By: _____

By: _____

By: _____

BUYER:

By:

By: _____

By: _____