

**TOWN OF NEWTON, NH
AGREEMENT AND DEPOSIT RECEIPT**

THIS AGREEMENT made this ____ day of _____, 2019 by and between the Town of Newton, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 2 Town Hall Road, Newton, New Hampshire 03858, (hereinafter referred to as the “SELLER”), and the BUYER _____ having an address of _____.

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Newton, New Hampshire, known as: **2 Amesbury Road** Map: 010 Lot: 07-015.

PRICE: The SELLING PRICE is \$_____.

The BUYER’S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$_____.

The BALANCE of the SELLING PRICE shall be payable at closing and tendered in cash or certified check in the amount of \$_____.

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 BUYERS 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 Town’s obligation to convey title. This BUYER’S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

DEED: The SELLER agrees to furnish, at its own expense, a duly executed DEED, without covenants, to the property.

POSSESSION AND TITLE: The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring the benefits of abutters, third parties or members of the general public, outstanding municipal charges for sewer, water or betterment assessments/connection or capacity charges for the same, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, attachments, order to cease and desist, and any State and Federal tax liens which have survived the Town’s acquisition of the property. Further, the Town does not in any way warranty or guarantee the availability of any municipal land use permits, including building permits, zoning approvals or any other similar permits. It shall be the responsibility of the BUYER to apply for any required permits to the appropriate departments of the Town of Newton.

TRANSFER OF TITLE: Shall be given on or before thirty (30) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time or transfer shall be as designated by the SELLER and shall occur at Newton Town Hall, 2 Town Hall Road, Newton, New Hampshire 03858.

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TITLE: If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

TAXES, UTILITIES: BUYER shall be responsible for any and all taxes and utilities assessed or incurred as of _____.

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 Town, and shall cause same to be filed as required by law.

RISK OF LOSS: Risk of loss from any cause shall be upon the SELLER until the transfer of the property covered hereby.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER, upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

ACKNOWLEDGES AND AGREES: That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties hereto are merged in the AGREEMENT, which along fully and completely expressed the respective obligations, and the AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

MISCELLANEOUS: This instrument, executed in duplicate, is to construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is administrators, successors, agents and assigns; and may be canceled, modified or amended only by a written instrument signed by both the SELLER and the BUYER.

ADDITIONAL PROVISIONS:

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WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

TOWN OF NEWTON

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

BOARD OF SELECTMEN

Duly authorized

Date: _____

Witness: _____

BUYER

By: _____

Its: _____

Duly authorized

Date: _____

Witness: _____