

SALES AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this ___th day of _____, 2020 by and between **27 Hazel Drive, LLC** hereinafter referred to as SELLER and _____, with an address of _____ hereafter referred to as BUYER.

SELLER hereby agrees to sell and convey to BUYER and BUYER hereby agrees to purchase from SELLER, subject to the terms and conditions set forth herein, a certain parcel of land with the buildings thereon located at 27 Hazel Drive, Town of Hampstead, County of Rockingham and State of New Hampshire said property being described in mortgage to SELLER from Central Penn Capital Management, LLC dated May 6, 2015 recorded at the Rockingham County Registry of Deeds at Book 5615, Page 2235.

The agreed purchase price for the property is \$_____ of which the receipt of a deposit in the amount of \$10,000.00 is hereby acknowledged by SELLER. The balance of the purchase price shall be paid by cash or certified or cashier's check to the SELLER within thirty (30) days of the date hereof, time being of the essence. Failure to close the sale within said thirty (30) days shall cause all deposit monies paid to the SELLER to be forfeited by the BUYER, such amount constitutes liquidated damages and not being a penalty. If the SELLER fails to close, regardless of reason, then BUYER shall be entitled to the return of the deposit as the BUYER'S sole and exclusive remedy.

SELLER shall hold all deposits made hereunder and shall not be required to segregate these funds from other of its funds. SELLER also shall not be required to pay interest on these funds to BUYER.

Title shall be conveyed by a Quitclaim Deed to BUYER in a form suitable for recording.

BUYER shall take title subject unpaid property taxes, if any. Taxes and any other ownership cost will not be prorated at closing.

BUYER shall be liable for all transfer taxes.

SELLER specifically makes NO WARRANTIES as to the legality of the use of the property. The property is sold AS IS.

This Agreement may not be assigned by BUYER without the prior written consent of SELLER and any purported assignment in violation of this provision shall be null and void and may be treated by SELLER as a breach of this Agreement, allowing SELLER to terminate this Agreement and retain all deposits made hereunder, at the sole option of the SELLER.

BUYER, having an insurable interest in the premises from the time of execution of this Agreement, agrees that the risk of loss or damage to the premises, through fire or otherwise, shall be upon BUYER from the time of execution of this Agreement. BUYER agrees to procure

extended insurance coverage of the premises and will furnish SELLER evidence of such insurance coverage upon SELLERS request.

**SELLER'S DISCLOSURE OF CERTAIN INFORMATION
REGARDING LEAD PAINT, RADON GAS, WATER SUPPLY, SEWAGE DISPOSAL
AND INSULATION**

**RADON GAS, ARSENIC and LEAD PAINT NOTIFICATION
(RSA 477:4a) (any building)**

RADON: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

**FEDERAL LEAD PAINT DISCLOSURE
(for homes built before 1978)**

Not Applicable

BUYER and SELLER both represent to each other that all warranties, representations and agreements made between the parties are contained within this Agreement.

This Agreement shall be interpreted under the laws of the State of New Hampshire and shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto set their as of the day and date above first written.

SELLER:

27 Hazel Drive, LLC

By: _____

BUYER:

Phone # _____

E-mail: _____