

PURCHASE AND SALES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021 between:

The **SELLER:** Ten Dover Road Partners, 6 Oak Street, Exeter, NH 03833

The **BUYER:** _____

WITNESSETH: That the SELLER agrees to sell, and the BUYER agrees to buy certain real estate located in and known as or described as: 12 Dover Road, Durham, NH 03824

The **SELLING PRICE** is:

_____ AND NO/100 DOLLARS (\$_____,000.00).

DEPOSIT: Receipt of which is hereby acknowledged in the form of cash, certified check, bank check, or other form of payment acceptable to the Seller, in the sum of \$15,000. Buyer will deliver to seller CASH, CERTIFIED CHECK OR BANK CHECK, on date of transfer of title the sum of \$_____ and 7.5% Buyer's Premium \$_____

DEED: Marketable title shall be conveyed by a Warranty Deed and, shall be free and clear of all encumbrances except usual public utilities serving the property and restrictive covenants of record.

TRANSFER OF TITLE: On or before September 20, 2021. Closing to be held at a place to be determined within Strafford County New Hampshire.
Other Contingencies: _____

AGENT: Not applicable.

INSURANCE: The buildings on said premises shall, until the full performance of this agreement, be kept insured against Fire, with extended Coverage by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to the BUYER, unless the premises shall previously have been restored to their former condition by the SELLER; or, at the option of the BUYER, this agreement may be rescinded and the deposit refunded if loss exceeds \$15,000. The SELLER shall provide evidence of current insurance coverage to the BUYER upon request.

Taxes, special assessments, rents, water and sewage bills and fuel in storage shall be prorated as of the date of closing.

PROPERTY INCLUDED: All fixtures and appliances on the premises.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this agreement, the amount of the deposit may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties 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/her behalf. Property is sold "AS IS, WHERE IS"

FINANCING: This agreement is NOT contingent upon BUYER obtaining financing.

This agreement shall be binding upon the heirs, executors, administrators, and assigns of all parties.

In the presence of:

Witness

_____,BUYER DATE

Witness

Ten Dover Road Properties
6 Oak Street, Exeter, NH 03833
Tom McCarron