

PURCHASE AND SALES AGREEMENT  
New Hampshire Association of REALTORS® Standard Form



January 27, 2022 ("EFFECTIVE DATE")  
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 27th day of January, 2022 between  
Estate of Michael R. Maguire, Heather Fernandes Executrix  
("SELLER") of 12 Rosewood Drive  
City/Town Bow, State New Hampshire Zip 03304  
and \_\_\_\_\_

\_\_\_\_\_  
("BUYER") of \_\_\_\_\_  
City/Town \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town  
of Bow located at 12 Rosewood Dr  
County Merrimack Book 1994 Page 0387 Date 07/31/1995 ("PROPERTY").

3. The SELLING PRICE is \_\_\_\_\_ Dollars \$\_\_\_\_\_.  
A DEPOSIT in the form of Bank Check, is to be held in an escrow account by ColbyCo Properties LLC ("ESCROW AGENT"). BUYER  has delivered, or  will deliver to the ESCROW AGENT's FIRM within \_\_\_\_\_ days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$10,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$\_\_\_\_\_ will be delivered on or before \_\_\_\_\_. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$\_\_\_\_\_.

4. DEED: Marketable title shall be conveyed by a Fiduciary Deed deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before March 9, 2022 at Buyers Closing Company or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: \_\_\_\_\_

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:

George V. Colby of ColbyCo Properties LLC  
is a  seller agent  buyer agent  facilitator  disclosed dual agent\*  
of \_\_\_\_\_

is a  seller agent  buyer agent  facilitator  disclosed dual agent\*

\*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$10,000.00.

SELLER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_ BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

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9. **TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures \_\_\_\_\_

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

**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](http://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.

Disclosure Required  YES  NO

13. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:** \_\_\_\_\_

14. **INSPECTIONS:** The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days

~~The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:~~

~~(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or~~

~~(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:~~

~~1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or~~

SELLER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_ BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

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- ~~2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or~~
- ~~3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 334-A:13.~~

~~Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 334-A:13.~~

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

**BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING**

**HERE:** \_\_\_\_\_

**15. DUE DILIGENCE:** This Agreement is contingent upon BUYER'S satisfactory review of the following:

- |                                    | YES                      | NO                                  |  | YES                      | NO                                  |
|------------------------------------|--------------------------|-------------------------------------|--|--------------------------|-------------------------------------|
| a. Restrictive Covenants of Record | <input type="checkbox"/> | <input checked="" type="checkbox"/> | d. Condominium documentation per N.H. RSA 356-B:58 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Easements of Record/Deed        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | e. Co-op/PUD/Association Documents                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Park Rules and Regulations      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | f. Availability of Property/Casualty Insurance     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|                                    |                          |                                     | g. Availability and cost of Flood Insurance        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

~~If such review is unsatisfactory, BUYER must notify SELLER in writing within \_\_\_\_\_ n/a \_\_\_\_\_ days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 334-A:13.~~

**16. LIQUIDATED DAMAGES:** If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

**17. PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

**18. FINANCING:** This Agreement (  is ) (  is not ) contingent upon BUYER obtaining financing under the following terms:

AMOUNT \_\_\_\_\_ TERM/YEARS \_\_\_\_\_ RATE \_\_\_\_\_ MORTGAGE TYPE \_\_\_\_\_

**Cash Sale - Hard Close no contingencies**

~~For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.~~

SELLER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_ BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

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~~The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.~~

~~BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.~~

~~TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.~~

~~BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within \_\_\_\_\_ calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.~~

~~If BUYER provides written evidence of inability to obtain financing to SELLER by \_\_\_\_\_ ("Financing Deadline"), then:~~

- ~~(a) This Agreement shall be null and void; and~~
- ~~(b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and~~
- ~~(c) The premises may be returned to the market.~~

~~BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.~~

~~If, however: \_\_\_\_\_~~

- ~~(a) BUYER does not make application within the number of days specified above, or~~
- ~~(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,~~

~~Then SELLER shall have the option of either:~~

- ~~(a) Declaring BUYER in default of this Agreement; or~~
- ~~(b) Treating the financing contingency as having been waived by BUYER.~~

~~If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:~~

- ~~(a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and~~
- ~~(b) This Agreement will be terminated; and~~
- ~~(c) The premises may be returned to the market for sale.~~

~~If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:~~

- ~~(a) Will be entitled to all deposits in accordance with the Deposit Procedures; and~~
- ~~(b) This Agreement will be terminated; and~~
- ~~(c) The premises may be returned to the market for sale.~~

~~BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.~~

**WIRE FRAUD ALERT.** Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller \_\_\_\_\_ Buyer \_\_\_\_\_

SELLER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_ BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

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**19. ADDITIONAL PROVISIONS:**

Estate sale at public auction

Sold "As Is" at the time of auction

40 day hard close, failure to close results in buyers forfeiture of deposit.

**20. ADDENDA ATTACHED:**  Yes  No \_\_\_\_\_

**21. EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

**Each party is to receive a fully executed copy of this Agreement.** This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

**PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.**

_____ BUYER	_____ DATE/TIME	_____ BUYER	_____ DATE/TIME
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_____ MAILING ADDRESS	_____ MAILING ADDRESS
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_____ CITY	_____ STATE	_____ ZIP	_____ CITY	_____ STATE	_____ ZIP
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SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

_____ SELLER	_____ DATE/TIME	_____ SELLER	_____ DATE/TIME
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Estate of Michael R. Maguire, Heather Fernandes Executrix

**12 Rosewood Drive**

_____ MAILING ADDRESS	_____ MAILING ADDRESS
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_____ Bow	_____ New Hampshire 03304	_____ CITY	_____ STATE	_____ ZIP	_____ CITY	_____ STATE	_____ ZIP
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