

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



_____, _____ ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. THIS AGREEMENT made this 4th day of October, 2024 between
Boucher Trust

_____, _____ ("SELLER") of 7051 School St,
City/Town Loudon, State NH Zip 03307
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 Chichester located at 36 King Road

County Merrimack Book 3588 Page 2180 Date 03/20/2018 ("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
October 4, 2024. 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 November 4, 2024 at Buyers Closing Office
_____ 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 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
\$5,000.00.

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.

No Fuel Proration _____

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) 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 331-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 331-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 NA 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 331-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

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 NA 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:

Property sold at auction "As Is, As Seen" day of auction. Closing date is "Time of Essence"

20. ADDENDA ATTACHED: Yes No _____

21. CHOICE OF LAW AND VENUE: The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

22. 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

 MAILING ADDRESS MAILING ADDRESS

 CITY STATE ZIP CITY STATE ZIP

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

Boucher Trust
7051 School St
 MAILING ADDRESS _____
 MAILING ADDRESS _____

Loudon NH 03307
 CITY STATE ZIP CITY STATE ZIP

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FOR HOUSING SALES



This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 36 King Road, Chichester, NH 03258

LEAD WARNING STATEMENT

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.


(b) Records and reports available to the seller (check (i) or (ii) below):

- (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
 - (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	dotloop verified 09/17/24 6:35 PM EDT SZAF-FTMH-18OU-AOPN	_____	_____
Seller Boucher Trust		Date	Seller Date
_____		_____	_____
Purchaser		Date	Purchaser Date
	dotloop verified 09/17/24 5:45 PM EDT WJMG-LIVA-0QZU-GPCK	_____	_____
Agent George Colby		Date	Agent Date