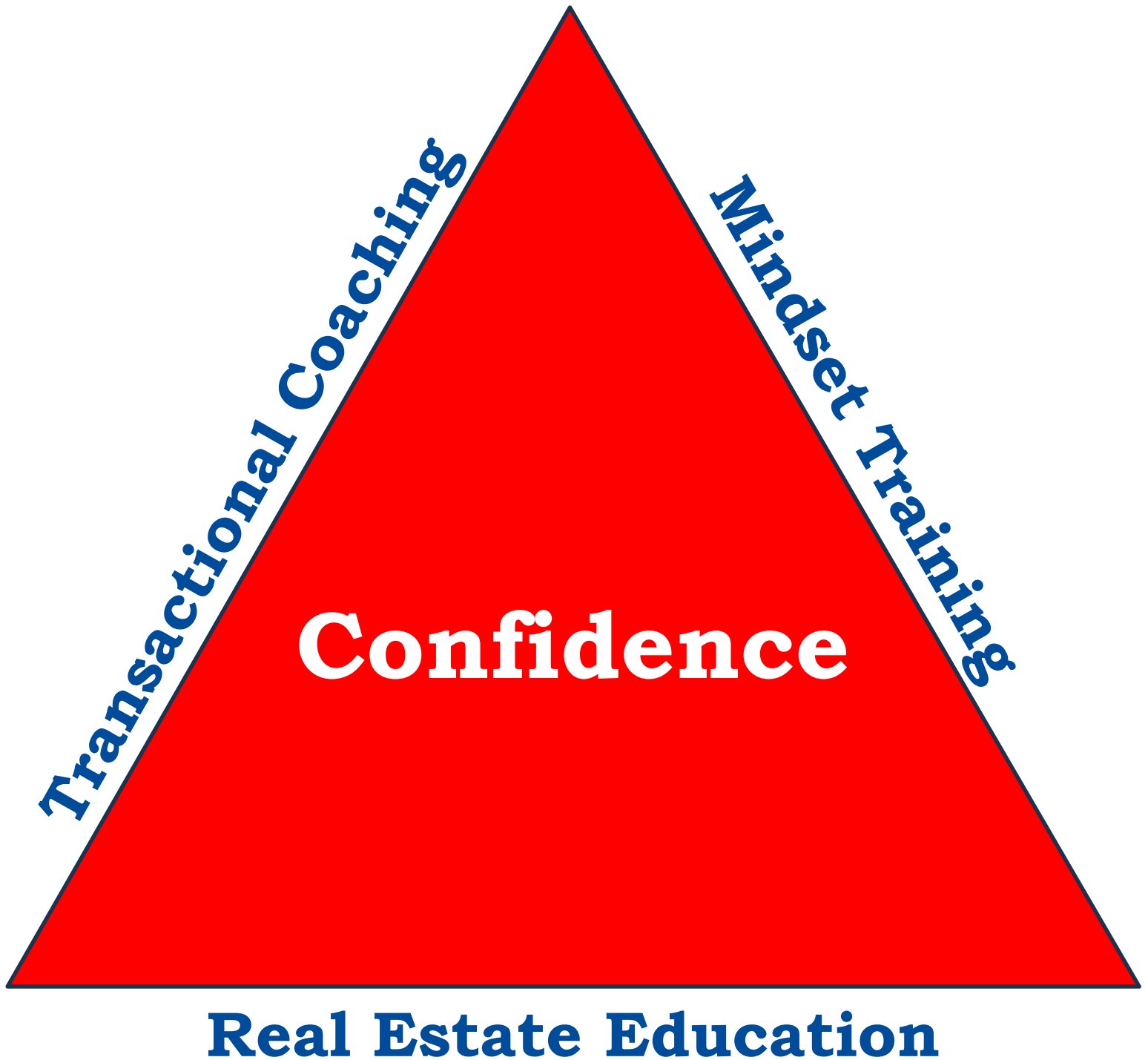


Success Pyramid



Success Plan - Extreme Confidence

1. Knowledge
 - a. Career / Real Estate
 - b. Transactional
 - c. Market
 - d. National
 - e. Growth / Mindset
2. Opportunities to Transact
 - a. Prospect
 - b. Sphere of Influence
 - c. Networking
 - d. Open Houses
 - e. Past Clients
3. Presentation Skills
 - a. Why work with you?
 - b. Why RE/MAX?
 - c. Why RE/MAX Right Choice?
4. Objection Handling Skills
5. Negotiation Skills
6. Closing Skills
7. Know How to Use RE/MAX Tools
8. Participate
 - a. RE/MAX Right Choice Professional Growth
 - b. RE/MAX Events: R4, etc.
9. Study our RE/MAX Right Choice Intranet
10. Put in the Work
11. Confidence
 - a. 25 Steps to Win the Year
 - b. Consider it the Difference Maker
12. Believe You Can

Intranet : Agent Resource Center Topics & Descriptions

Are Your Head and Your Heart Ready for Great Success in 2021?

[January 13, 2021](#)

[January 27, 2021](#)

[February 10, 2021](#)

[February 24, 2021](#)

[Click here to access Financial Pathway pdf from 2/24/2021](#)

[Click here to access Balloon picture form 2/24/2021](#)

Agent Ranking Reports

Year to Date and monthly Agent Ranking Reports summary.

Agents & Admin Contact Information

Best Social Media Practices

RE/MAX's Social Media Practices Guide.

Business Planning

Comprehensive presentation on yearly business planning.

[11/05/2019 - 2020 Business Planning Slides](#)

[11/05/2019 - Business Planning zoom Recording](#)

Calendar

Calendar of national and firm events.

Commercial Training

A 6-hour course designed to teach residential Realtors the basics of selling and leasing commercial real estate, opening the possibility of creating another income bucket for yourself.

VIDEOS

[Commercial Course - January 2018](#)

[05/19/2020- Commercial Real Estate Course for Residential Realtors, Session 1](#)

[Commercial Purchase Sequence](#)

[Commercial Exclusive Right to Represent](#)

[Confidentiality Agreement](#)

[Letter of Intent to Purchase Video](#)

[Presentation](#)

[05/20/2020- Commercial Real Estate Course for Residential Realtors, Session 2](#)
[Representing a Purchaser, Buying Commercial Real Estate Sequence](#)
[Letter of Intent to Lease](#) [Sample LOI to Lease](#) [Commercial Leasing Sequence](#)
[Commission Calculation Form](#) [Video Presentation](#)

[05/21/2020- Commercial Real Estate Course for Residential Realtors, Session 3](#)
[Commercial Exclusive Right to Sell/Lease/Exchange](#)
[Commercial Open Right to Sell/Lease/Exchange](#)
[Exclusive Sale Listing Agreement](#)
[Representing Owner, Selling Commercial Real Estate Sequence Video Presentation](#)

[05/22/2020- Commercial Real Estate Course for Residential Realtors, Session 4](#)
[Video Presentation](#)

Crumbling Foundations

Presentations and disclosure on crumbling foundations in Connecticut due to the presence of pyrrhotite in affected areas of the state.

[Crumbling Foundations PowerPoint Presentation](#)

[2019-Disclosure Residential-Property-and-Foundation-Condition-Reports-Effective-October-1-2019-](#)

Foundational Modules

Modules, presentations and resources to aid agents in building a strong foundation for their business.

BUSINESS

[Biography and Headshot](#)
[Marketing Categories](#) [Digital Marketing](#)
[Print Marketing](#)
[Marketing Plan Audit](#)

REAL ESTATE DOCUMENTS

[Buyer's Agent Journey Map](#)
[Seller's Agent Journey Map](#)
[Document Training: Exclusive Right to Represent and List](#)
[Document Training: Disclosures](#)
[Document Training: Purchase Contract](#)
[Document Training: Riders](#)
[Document Training: Inspections](#)
[Document Training: Condo Docs](#)
[Document Training: Termination and Release GHAR](#)
[Training Forms](#)

[Smart MLS Training Forms](#)

[Connecticut Association of Realtors Training Forms](#)

REAL ESTATE PROGRAMS

[Tools Training: Updating Your MAX/Center Profile](#)

[Tools Training: Intro to SmartMLS](#)

[Tools Training: How to Add Listings in SmartMLS](#)

[Tools Training: How to Edit Listings in SmartMLS](#)

[Tools Training: How to Set up Auto Emails in SmartMLS](#)

[Tools Training: ShowingTime](#)

[Tools Training: CMA ToolKit](#)

[Tools Training: Tenant Tracks](#)

[Tools Training: Starting a Transaction in zipForms](#)

[Tools Training: Uploading paperwork in zipForms](#)

REAL ESTATE SCRIPT BANK

[Dialogue for Open House](#)

[Dialogue for Expired Listings](#)

[Dialogue for For Sale By Owner](#)

[Dialogue for Listings](#)

[Dialogue for Buyers](#)

[Dialogue for Commission](#)

REAL ESTATE PROGRAMS

[Tools Training: DocuSign](#)

[Tools Training: MLS](#)

[Tools Training: ShowingTime](#)

[Tools Training: Supra](#)

[Tools Training: CMA ToolKit](#)

[Tools Training: Tenant Tracks](#)

GHAR Legal Forms Training Library

Library providing step-by-step instruction on filling out GHAR legal forms.

Housing Data Reports

Monthly Housing Data reports.

HUD Instructions

Step-by-step instructions on how to register and submit a bid for HUD.

It Comes With RE/MAX Right Choice

Weekly series with our broker, Jeff Wright, who shares career insights and useful tips.

Important Links

List of links that will come in handy.

Local Market Update Reports

Monthly market reports.

Marketing Materials

Materials to help agents market themselves on social media.

[Right Choice Logo](#)

[2019 Real Trends Top 50 Of The Top 500 2019](#)

[Buyer Guide](#)

[2019 Sellers Guide](#)

[4-4-2019 RE/MAX Integra Resource Guide](#)

[4-4-2019 Video: Marketing Training with Maureen Colvin -Recourse Guide](#)

[July 2019 RE/MAX Resource Guide](#)

Mastery Modules

Course in agent development with more than 20 modules to boost agent confidence and comfortability.

Zoom Recordings

[10/3/18 - 21 Step Win The Year Success Formula](#)

[10/9/18 - Selling RE/MAX and RE/MAX Right Choice](#)

[10/16/18 - CMA/SmartMLS, Using Data to Support Your Listing Price and Add Value as the Trusted Advisor](#)

[10/30/18 - Commonly Asked Questions](#)

[11/6/18 - Win the Listing Scripts for Success: Luck favors The Prepared](#)

[11/13/18 - Increase Your Earnings by Learning How to Increase the Commission Rate Learn How to Set Up Leadstreet Zip Codes](#)

[11/27/18 - Selling New Construction](#)

[12/4/18 - Selling Land](#)

[12/11/18 - Commercial](#)

[12/18/18 - Multi-Family Investing & Real Estate Math Calculations](#)

[05/01/2019 - Sandler's 49 Sales Rules](#)

[05/07/2019 - Sandler Rules](#)

[05/14/2019 - Sandler Highlights](#)

[05/28/2019 - Sandler Highlights \(Continued\)](#)

[06/04/2019 - Sandler Submarine](#)

[06/11/2019 - Sandler Highlights \(Continued\)](#)

[06/18/2019 - Up-Front Contract, your 30-second commercial, and Reverse questioning](#)

[06/26/2019 - Up-Front Contract, your 30-second commercial, and Reverse questioning \(continued\)](#)

[07/17/2019- Increase your commission](#)

[07/23/2019- Selling New Construction and Land](#)

[08/13/2019 - Commonly asked legal and transaction questions](#)

[09/03/2019 - Commercial Basics](#)

[09/09/2019- Calculating Multi-Family Cash-on-Cash Returns to Help Sell More Multi-Family Properties](#)

[10/02/2019 - Selling RE/MAX and RE/MAX Right Choice and Success Plan For Your Home](#)

[10/08/2019 - Win the Listing](#)

[10/29/2019 - Pre-Listing Package and Prospecting For Customers and Clients](#)

[12/10/2019- Knowing What to Say Earns You More Dollars](#)

[12/18/2019- Knowing What to Say Earns You More Dollars Part 2](#)

[01/07/2020- The Road to Success is Always Under Construction...We Will Focus on Some Success Habits That Will Help to Rock 2020](#)

Momentum

14 module course to aid agents in career development.

Zoom Recordings

[1/08/19 - Working Expired Listing Opportunities](#)

[1/22/2019 - Real Estate Sales Perspective](#)

[1/29/2019 - Activities Management - Reaching your Potential](#)

[2/5/2019 - Listing Conversion](#)

[2/19/2019 - Listing Conversion and Pricing Boot Camp](#)

[3/5/2019 - Listing Objections Boot Camp](#) [3/12/2019 -](#)

[Working Expired Listing Opportunities](#) [03/19/2019 - FSBO](#)

[Boot Camp](#)

[04/02/2019 - Marketing Bootcamp](#)

[04/09/2019 - Buyer Conversion](#)

[04/16/2019 - Open House](#)

[11/12/2019 - Real Estate Perspective 1](#)

[11/20/2019 - Real Estate Perspective 2](#)

[12/05/2019- Activities Management](#)

Personal and Professional Growth Summit

Personal and Professional Virtual Growth Summit, hosted by Jeff Wright and Ed Schultek, with guest appearances from our very own agents.

Zoom Videos

[03/23/2020- Real Estate Update From A Legal and Lending Perspective](#)

[03/24/2020- Jeff's thoughts on current state of market/ Kathy Elson CEO MLS](#)

[03/24/2020- The Virtual Agent: Tips on how to use RE/MAX Tech to connect with clients](#)

[03/24/2020- Interview with Matt Nuzie](#) [03/25/2020-](#)

[Jeff's 25 Steps to Win the Year](#)

[03/25/2020- RE/MAX LLC- Jared James "A New Mindset, A New Routine"](#)

[03/26/2020- Jeff's Historical Review of The Market and Why He Believes The Market Will Be Strong Once The Pandemic Passes](#)

[03/26/2020- RE/MAX LLC- Getting the Most Out of First](#)

[03/27/2020- Interview with MJ Agostini](#)

[03/27/2020- RE/MAX LLC- Kerron Stokes on Connecting Virtually](#)

[03/30/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

[03/30/2020- Rockstar Interview with Basil Amso 03/30/2020-](#)

[Rockstar Interview with Jill Taylor](#)

[03/31/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

[03/31/2020- RE/MAX LLC- RE/MAX Technology Referral Strategy](#)

[04/01/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

[04/01/2020- RE/MAX LLC- Adjusting Your Business Plan with Jon Cheplak](#)

[04/01/2020- An Overview of RE/MAX Luxury and Commercial Tools by Anne Miller and Doug Winfrey](#)

[04/02/2020- Jeff's 25 Steps to Win the Year](#)

[04/02/2020- RE/MAX LLC- First: Best Practices](#)

[04/02/2020- Rockstar Interview with Scott Wright](#)

[04/03/2020- Selling and Leasing Commercial Real Estate Basics for Residential Realtors](#)

[04/03/2020- RE/MAX LLC- Supporting your Community with Video](#) [04/06/2020- Ed](#)

[Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

[04/06/2020- Legal & Mortgage Updates State of the Mortgage Market](#)

[04/07/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

[04/07/2020- RE/MAX LLC- Boost Your Digital Image](#)

[04/08/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

04/08/2020- RE/MAX LLC- Social Tools & Connection

[04/09/2020- Rockstar Interview with Stephanie Ellison](#)

[04/10/2020- RE/MAX LLC- Being a Trusted Advisor](#)

[04/13/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

[04/13/2020- Rockstar Interview with Mela Veltri Case](#)

[04/14/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

04/14/2020- RE/MAX LLC- Marketing Digitally: What's Available and How Can it Help My Business

[04/15/2020- Ed Schultek presenting "No GUTS No Gain!" Mastering Mental Toughness](#)

[Part 1](#)

[Part 2](#)

[04/15/2020- RE/MAX LLC- Agent Coaching Webinar Series: Verl Workman](#)

[04/16/2020- The Power of You](#)

[04/17/2020- RE/MAX LLC- Video, Virtual and Social Are Here to Stay](#)

04/20/2020- The Power of You (Quick Review)

[Things You Need To Say, Do, and Understand to Win More Listings](#)

[04/20/2020- Rockstar Interview with Bill Mamak](#)

[04/21/2020- Rockstar Interview with Eric Schuell](#)

[04/22/2020- Ed Schultek- Sandler Foundations](#)

[04/22/2020- RE/MAX LLC- Amy Somerville and Richard Robbins](#)

[04/23/2020- Go For No](#)

[04/23/2020- RE/MAX LLC- Getting The Most Out Of First](#)

[04/27/2020- The Power of You: Think and Grow Rich](#) [04/27/2020- Rockstar Interview: Renee Mascia](#)

[04/28/2020- Rockstar Interview: Robert Morey](#) [04/28/2020- RE/MAX LLC- Perfecting Your Homepage](#) [04/29/2020- Ed Schultek: Sandler](#)

[Foundations](#)

[04/29/2020- RE/MAX LLC- Brian Buffini & Amy Somerville The Principles of Adaptation](#)

[04/30/2020- Eat That Frog](#)

[04/30/2020- RE/MAX LLC- Stop Marketing Your Business On An Island: Learn Megaphone](#)

[05/01/2020- RE/MAX LLC- Content and Technology on Fire](#) [05/04/2020- 11G Overview](#)

[05/05/2020- Rockstar Interview with Paul Ferreira](#)

[05/05/2020- RE/MAX LLC- Getting Hands on with First](#) [05/06/2020-](#)

[Ed Schultek- Sandler Foundations](#) [05/06/2020- Amy Somerville and](#)

[Richard Robbins](#) [05/07/2020- Win the Listing Scripts](#)

[05/07/2020- RE/MAX LLC- Branding and Marketing: The RE/MAX Mobile App](#) [05/08/2020- RE/MAX LLC- Thriving Through Social Distance](#)

[05/11/2020- 11G Greatness is Within all of Us](#) [05/12/2020-](#)

[Rockstar Interview with Joe Kapell](#)

[05/12/2020- RE/MAX LLC- Helping Clients List or Buy using YOUR Technology](#) [05/13/2020- Ed Schultek- Sandler Foundations](#)

[05/13/2020- RE/MAX LLC- Agent Coaching Series, Amy Somerville and Bill Moran](#)

[05/14/2020- Win the Listing Methodology](#)

05/14/2020- RE/MAX LLC- RE/MAX Hustle: Custom Commercial and Graphics

[05/15/2020- RE/MAX LLC- Agent Voice Series, Kerron Stokes and Nathan Dart](#)

[05/19/2020- Commercial Real Estate Course for Residential Realtors, Session 1](#)

[05/19/2020- RE/MAX LLC- Websites 202: Customizing Content and Adding Pages](#)

[05/20/2020- Ed Schultek- Sandler Foundations](#)

[05/20/2020- Commercial Real Estate Course for Residential Realtors, Session 2](#)

[05/20/2020- RE/MAX LLC- Amy Somerville and Tom Ferry](#)

[05/21/2020- Commercial Real Estate Course for Residential Realtors, Session 3](#)

05/21/2020- RE/MAX LLC- Capture Leads Through Video

[05/22/2020- Commercial Real Estate Course for Residential Realtors, Session 4](#)

[05/26/2020- RE/MAX LLC- Qualify Leads with booj](#)

[05/27/2020- Ed Schultek- Sandler Foundations](#)

05/27/2020- RE/MAX LLC- James Schwartz & Michael Schneider "First Application"

05/28/2020- RE/MAX LLC- booj Website Domain Management

[06/02/2020- 11 G Overview- Greatness is Within: Session 3](#)

[06/02/2020- RE/MAX LLC- Breaking Down RE/MAX Tech](#)

[06/03/2020- Ed Schultek- Sandler Foundations](#)

06/03/2020- RE/MAX LLC- Raw & Real First Webinar

06/04/2020- RE/MAX LLC- First: Best Practices

[06/05/2020-Matt Nuzie Rockstar Interview](#)

[06/08/2020- RE/MAX LLC- Raw & Real First Webinar](#)

[06/09/2020- Carlos Perez Rockstar Interview](#)

[06/09/2020- RE/MAX LLC- Technology Referral Strategy](#)

[06/10/2020- Ed Schultek- Sandler Foundations](#)

[06/11/2020- A Review of the MLS Data and Analytics Tools to Help You Highlight Your Market Knowledge](#)

[06/11/2020- RE/MAX LLC- Success With Your MAX/Profile](#)

[06/16/2020- Overview of Workman Success Systems and MLS ListTrac](#)

[06/16/2020- RE/MAX LLC- booj Advanced: CRM](#)

[06/17/2020- Real Estate Math To Help You Do More Business](#)

06/17/2020- RE/MAX LLC: Raw & Real First Webinar

Pre-Listing Presentation

Comprehensive presentation that includes all aspects of preparing for a listing appointment.

[October 2019 Pre-Listing Packet](#)

Presentation from RE/MAX Events

Video and presentation slides from RE/MAX events.

Real Estate Forms

Bank of fillable forms.

Sales Rally

Videos and presentations of our quarterly sales rallies.

Sandler Training Videos

Videos of Sandler Training course, a course that is designed to help salespeople take control of the sales process.

Sandler Training

[Sandler Training Video March 20, 2019](#)

[Sandler Training Video February 21, 2019](#)

[Sandler Training Video Farmington January 23, 2019](#)

[Sandler Training Video Farmington December 12, 2018](#)

[Sandler Training Video Farmington November 5, 2018](#)

Sandler Training Video Farmington October 24, 2018

[1 of 4](#)

[2 of 4](#)

[3 of 4](#)

[4 of 4](#)

[Sandler Training Video August 7, 2018](#)

[Sandler Training Video July 12, 2018](#)

[Sandler Training Video, June 5, 2018](#)

[Sandler Training Video May 8, 2018](#)
[Sandler Training Video April 23,2018](#)
[Sandler Training Video April 10,2018](#)
[Sandler Training Video March 9, 2017](#)
[Sandler Training Video February 22, 2017](#)
[Sandler Training Video January 25, 2017](#)
[Sandler Training Video January 18, 2017](#)
[Sandler Training Video December 13,2016](#)
[Sandler Training Video December 1, 2016](#)
[Sandler Training Video November 14,2016](#)
[Sandler Training Video November 3,2016](#)
[Sandler Training Video October 25,2016](#)
[Sandler Training Video October 17,2016](#)
[Sandler Training Video September 27, 2016](#)
[Sandler Training Video September 23,2014](#)

SmartMLS

SmartMLS tips.

Success Training

Recordings of our success training program.

2018 Success Training Calls

1. [February 5, 2018](#)
2. [March 13, 2018](#)
3. [Expired - March 20, 2018](#)
4. [Part 1 of 3 - April 3, 2018](#)
5. [Part 2 of 3 - April 3, 2018](#)
6. [Part 3 of 3 - April 3, 2018](#)
7. [April 24, 2018](#)
8. [FSBO - Part 1 of 2 - May 1, 2018](#)
9. [FSBO - Part 2 of 2 - May 1, 2018](#)
10. [May 24, 2018](#)
11. [Pricing -June 5, 2018](#)
12. [Marketing - June 26,2018](#)
13. [July 24, 2018](#)
14. [July 31, 2018](#)
15. [August 14, 2018](#)

2017

1. [Matt Nuzie: August 9, 2017](#)
2. [Basil Amso: August 16, 2017](#)
3. [Scott Wright—Pre-listing conversation with potential sellers. August 9, 2017](#)
4. [Success Training Session: August 16, 2017](#)
5. [Success Training Session: September 8, 2017—Part 1](#)

6. Success [Training Session: October 24, 2017](#)
7. Success [Training Session: November 1, 2017](#)
8. [Success Training Session: December 20, 2017](#)

Tools Training

Videos and presentations of tools available to RE/MAX agents.

Presentations

[01/14/20 - Learn to Utilize MLS and RE/MAX Tools to Streamline Your Business and Increase Productivity. MLS InfoSparks, FastStats and RE/MAX Branded App](#)

[01/28/20 - Professional Growth | RE/MAX Technology and Tools: MAX/Center & Marketing Portal](#)

02/04/20- [RE/MAX Design Center](#)

[02/11/20- RE/MAX Technology and Tools: Design Center Continued, RE/MAX University & URL Shortener](#)

[02/18/20- RE/MAX Technology and Tools: Referral Platform, RE/MAX Personal Assistant Program and RMRC Intranet](#)

03/03/20- [RE/MAX Technology and Tools: Tools Recap & Photofy](#)

[03/17/20- booj Websites](#)

Videos

Firm Videos

Workman Training

RMRC workman success training videos.

Zip Logix Release Notes

Release notes from our Transaction Management System, zipForms.

2021 Micro Sessions

Bi-weekly micro sessions on career development with Jeff Wright.

[January 20, 2021- Where To Find Sellers/Buyers!](#)

[February 3, 2021- Ways to Connect With Your Sphere and Things to Say When Making Prospecting Calls](#)



 My Agent Homepage

AGENT LEARNING + DEVELOPMENT SESSIONS

JANUARY 23-24 Business Foundations Workshop | Planning for the Year Ahead

JANUARY 29-30 Agent 101

[REGISTER NOW >](#)

Welcome to RE/MAX University

[My Brokerage Page >](#)
[My Courses + Learning Plans >](#)
[My Activity Tracking >](#)

[Learn How to Navigate RU >](#)

[Go to New Agent Onboarding >](#)

LIVE TRAINING + EVENTS >

Register for in-person or virtual opportunities

COMPLETE AGENT DEVELOPMENT >

Power your business with Momentum + MAX/Tech

CERTIFICATIONS + DESIGNATIONS >

Elevate your learning

LEADS >

Generate + convert leads into happy clients

BUYERS >

Support clients in finding the right home

SELLERS >

Support clients from listing to close

MARKETING >

Build your brand + promote your business

REPEAT + REFERRAL >



Stay top of mind + master your follow-up


MAXTECH™ >

The Next Evolution of RE/MAX Technology

RE/MAX University - Continued



 [Sign Out](#) 

Olivia Wright
Olivia.Wright@remax.net 

 My Broker Homepage

 My Agent Homepage

 My Brokerage

 Certifications + Designations

 Coaches Corner

 CE Shop 

 Commercial

 Global

 Live Learning + Events

 MAX/Recruit

 Momentum | Brokerage + Agent Dev...

 Technology Training

 The RE/MAX Collection®

ZIPLOGIX FORMS • SMARTMLS

- Addendum to Purchase Agreement - 11/17
- Business For Sale Data Input - 9/17
- Coming Soon Listing Addendum - 3/22
- Commercial For Lease Data Input - 9/17
- Commercial For Sale Data Input - 9/17
- Condo-Coop For Sale Data Input - 9/17
- Contract Information - 8/17
- Delayed Listing Addendum - 3/19
- Exclusive Agency Listing Contract - 7/20
- Exclusive Right to Lease - 7/20
- Exclusive Right to Lease - Opt to Sell - 7/20
- Exclusive Right to Sell Listing Contract - 6/20
- Land/Lot For Sale Data Input - 9/17
- Listing Agreement Compliance Certification - 4/19
- Listing Change Form - 10/21
- Multi-Family Residential For Sale Data Input - 9/17
- Participation Application and Agreement 11/21
- Purchase Agreement - 11/17
- Residential Rental Data Input - 9/17
- Seller Photograph Assignment Agreement - 3/22
- Seller/Lessor Instruction to File Listing with SmartMLS - 3/19
- Seller/Lessor Instruction to Withhold Listing From SmartMLS - 3/19
- Single Family Residential For Sale Data Input - 9/21
- Standard Form Contract - 5/18
- Subscription Application and Agreement

ZIPLOGIX FORMS • Greater New Haven Board of REALTORS®

- Binder for the Purchase and Sale of Real Estate
- CID Exclusive Right to Sell / Lease Contract - 09/11/01
- Condominium Rider
- Disclosure of Information on LBP and LBP Hazards (e-sig)
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- Exclusive Buyer Agency Contract-04/01/98
- Exclusive Right to Lease Agreement - 2010
- Exclusive Right to Sell/Lease Contract - 06/29/1998
- Hazardous Waste Disclosure - Seller's Notice to Buyer
- Lockbox Authorization
- Multi-Family Tenant Rider
- Personal Property
- Real Estate Purchase and Sales Agreement - 01/2013
- Receipt of Condominium Documents
- Release of Buyer Agency Contract - Copyright 1998
- Title X Lead Hazard Attachment

ZIPLOGIX FORMS • Greater Hartford Board of REALTORS®

- 2-4 Family Disclosure - 4/23
- Agency Disclosure for Unrepresented Persons
- Amendment to Exclusive Right to Represent Buyer Contract - 7/23
- Amendment to Listing Agreement - 9/21
- Appraisal Rider (with a Mortgage) - 10/23
- Appraisal Rider (without a Mortgage) - 10/23
- As Is Rider - 2/09
- Attorney Approval Rider - 12/20
- Audio-Video Surveillance Disclosure 5/23
- Blank Addendum for Lease Agreement - 3/22
- Blank Addendum to the Purchase Contract - 1/19
- Blank Rider for Lease Agreement - 3/22
- Blank Rider to the Purchase Contract #1 - 2/21
- Blank Rider to the Purchase Contract #2 - 2/21
- Closing Cost Rider - 10/19
- Comm. Exclusive Right to Sell/Lease/Exch. Listing Agr. - 9/23
- Commercial Exclusive Right to Represent Buyer/Tenant Contract - 9/23
- Commercial Real Estate Purchase Contract - 9/23
- Commission Agreement Between Brokers - 5/19
- Condo Rider - 6/15
- Dual Agency Consent Agreement - 6/97
- Dual Agency/Designated Agency Disclosure Notice - 1/00
- Excl. Right to Lease Listing Contract - 12/23
- Excl. Right to Lease or Sell or Lease w/Option to Buy Listing Contract - 12/23
- Exclusive Agency Listing Contract - 12/23
- Exclusive Agency Right to Represent Buyer Contract - 12/23
- Exclusive Right to Represent Buyer Contract - 12/23
- Exclusive Right to Represent Tenant Contract - 12/23
- Exclusive Right to Sell Listing Contract - 12/23
- Extension Amendment to Real Estate Purchase Contract - 3/04
- Fair Housing Notice - 7/16
- Fair Housing Notice - CTR - 5/23

ZIPLOGIX FORMS • Greater Hartford Board of REALTORS® - Continued

- Finder's Fee Agreement - New Construction - 1/06
- For Sale by Owner - Commission Agreement - 7/23
- Foundation Advisory to Buyers - 5/18
- Foundation Advisory to Sellers - 5/18
- Greater Hartford Association of REALTORS
- Important Info. about Federal Lead Laws (Commercial) - 9/97
- Insulation Disclosure Rider (New Homes Only) - 10/05
- Land Purchase Contract - 4/23
- Lead Disclosure (Lease) - ESIG
- Lead Disclosure (Seller) - ESIG
- Letter of Intent to Lease Commercial Real Estate - 9/23
- Letter of Intent to Purchase and Sell Commercial Real Estate - 9/23
- Notice of Termination and Release of Deposit - 12/20
- Notification of Unsatisfactory Inspection - 10/23
- Offer Letter Addendum to Listing Agreement - 5/21
- Open Listing Contract - 12/23
- Percolation and Pit Test Contingency - 10/05
- Pool/Hot Tub Disclosure 11/20
- Property Inclusions/Exclusions - 10/22
- Property Inclusions/Exclusions - ESIG - 10/22
- Purchase Money Note and Mortgage Rider - 10/22
- Real Estate Purchase Contract - 10/23
- Receipt of Common Interest Community Documents - 2007
- Receipt of Educational Materials for Private & SemiPublic Wells - 11/22
- Referral Fee Agreement - 5/13
- Rental Application - 7/23
- Request for Confirmation of Offer Submittal 1/19
- Residential Foundation Condition Report. - 9/21
- Residential Lease - 1/24
- Residential Property Condition Disclosure Report (GHAR) - 10/21
- Sale of Buyer's Prop. Contingency (Under Contract) - 9/19
- Sale of Buyer's Prop. Contingency Removal - 3/19
- Sale of Buyer's Residence Contingency - 12/09
- Sewer Line Inspection Rider - 2023
- Short Sale Rider - 10/20
- Solar Panel Rider - 10/20
- TRID Rider - 1/16
- Waiver of Property Inspections - 2009
- Well Water Educational Material - 10/22
- Well-Septic Rider - 10/22

ZIPLOGIX FORMS • Connecticut Association of REALTORS®

- "As Is" Rider - 2009
- 2-4 Family Disclosures - 4/23
- Acceptance of Pre-closing Inspection - 7/02
- Ack. of Buyer's Repr. in for Sale by Owner in Direct Client Neg. Situations - 4/10
- Addendum for Use of Electronic Signature and Record - 4/23
- Amendment to the Purchase and Sale Agreement - 12/2015
- Appraisal Rider (With a Mortgage) - 10/23
- Appraisal Rider (Without a Mortgage) - 10/23
- Attorney Approval Rider - 11/20
- Authorization for Filming or Photography - 5/10
- Authorization to Obtain and Provide Credit Report - 7/10
- Broker Identification Addendum to the Purchase and Sale Contract -9/15/15
- Broker's Lien - 3/12
- Buyer Representation Agreement Amendment - 5/07
- Buyer's Audio and Video Surveillance Notice - 8/19
- Buyer's Notice to Perform Due Diligence - 5/22
- Certification of Signatory's Authority - 5/10
- Closing Cost Credit Rider - 11/20
- Co-Broke Letter - 8/12
- Combined Contingency Add. to Purchase and Sale Agr. Undeveloped Land - 4/13
- Combined Contingency Addendum - 11/19
- Commercial Excl. Right to Sell/Lease/Exchange Agreement - 9/12
- Commercial Exclusive Agency Right To Sell/Lease/Exchange - 3/10
- Commercial Exclusive Right to Represent Buyer/Tenant Contract - 9/23
- Commercial Information About Federal Lead Laws - 10/23
- Commercial Open Right To Sell, Lease, Or Exchange - 7/10
- Commercial Real Estate Purchase Contract - 9/23
- Common Interest Community Rider - 6/15
- Concrete Advisory and Disclosure for Sellers and Buyers - 6/21
- Confidentiality Agreement - 6/10
- Coronavirus Addendum - 3/20/2020
- Cover Sheet
- COVID-19 Advisory Notice to Buyers and Sellers of Real Estate - 3/20/2020
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (Purchase and Sale)
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards for Target Housing Rentals and Leases
- Disclosure of Present or Contemplated Interest - 9/29/17
- Dual Agency Consent Agreement - 10/04
- Dual Agency/Designated Agency Disclosure Notice - 10/04
- Duplicate Keys and Lock Box Authorization Agreement - 6/10
- Exclusive Agency Right to Represent Buyer Authorization - 12/14
- Exclusive Agency Right to Represent Tenant Authorization - 2/15
- Exclusive Agency Right to Sell Agreement - 12/14
- Exclusive Right to Lease Agreement - 6/10
- Exclusive Right to Represent Buyer Authorization - 10/23
- Exclusive Right to Represent Tenant Authorization - 2/15
- Exclusive Right to Sell Agreement - 10/23
- Exclusive Right To Sell Builder's Listing Agreement - 8/05
- Fair Housing Notice - 5/23
- Foreign-Made Drywall Disclosure - 2010
- Foundation Advisory for Buyers - 7/17/19
- Insulation Disclosure Rider - 10/06
- Lead-Based Paint Inspection Addendum - 6/07
- Lease Purchase Agreement - 2/12
- Letter of Intent to Lease Commercial Real Estate - 9/23

ZIPLOGIX FORMS • Connecticut Association of REALTORS® - Continued

- Letter of Intent to Purchase and Sell Commercial Real Estate - 9/23
- Listing Amendment - 2/13
- Memorandum of Lease Offer - 2/11
- Memorandum of Offer - 2/11
- Mold and Mold-Forming Condition Disclosure - 2/11
- New Home Construction Contractor Registration Notice
- Non-Binding Lot Reservation - 6/07
- Notice Concerning "Non Material Facts Concerning Real Property" - 6/04
- Notice of Availability of Environmental Information - 8/11
- Notice of Commission Rights (Commercial Real Estate) - 2016
- Notice of Intent To Claim Broker's Lien - 5/10
- Notice of Termination and Release of Deposit - 12/20
- Notice to Seller or Landlord - 10/04
- Notification of Unsatisfactory Inspection - 10/23
- Open Listing Agreement - 6/13
- Open Right to Represent Buyer or Tenant Authorization - 10/10
- Percolation and Pit Test Contingency - 10/06
- Permission to Advertise Electronically - 2013
- Pool Hot Tub Disclosures - 12/20
- Property Inclusions/Exclusions Rider - 10/22
- Purchase and Sale Agreement (Limited Service) FSBO - 7/12
- Purchase and Sale Agreement (Undeveloped Land) - 2/11
- Purchase Money Note and Mortgage Rider - 10/22
- Real Estate Agency Disclosure Notice (Given)
- Real Estate Purchase Contract - 10/23
- Receipt of Common Interest Community Documents - 12/20
- Referral Fee Agreement - 2016
- Release of Broker Lien - 5/10
- Removal of Sale of Buyer's Property Contingency - 12/20
- Rental Application - 12/14
- Residential Foundation Condition Report 9/21
- Residential Lease - 7/15
- Residential Property Condition Disclosure Report - 10/21
- Rider for Seller Financing - 8/04
- Sale of Buyer's Property Contingency (Under Contract) - 9/19
- Sale of Buyer's Property Hubbard - 12/20
- Seller's Audio and Video Surveillance Notice - 8/19
- Seller's Property Information Form for Undeveloped Land - 8/11
- Seller's Residential Property Condition Disclosure Waiver - 3/22
- Septic/Well Rider - 12/20
- Sewer Line Inspection Rider - 10/23
- Short Sale Rider - 12/20
- Sight Unseen Addendum - 4/2/20
- Solar Panel Rider - 10/22
- Stucco or Stucco-Like Substances Disclosure Form - 6/07
- Termination of Buyer or Tenant Representation Authorization - 7/02
- Termination of Listing Agreement - 7/02
- Termination of Purchase and Sale Agreement - 7/02
- TRID Rider - 12/20
- Waiver of Property Inspections - 12/20
- Well Water Educational Material - 10/22
- Well Water Material Acknowledgement - 10/22

SELLER'S AGENT JOURNEY MAP

- Lead generation
- Have a pre-listing conversation
 - How can I help?
 - What's going on?
 - Why did you call today?
- Secure listing appointment
- Prepare CMA and market data
- Confirm the listing appointment
- Show up for the listing appointment
 - Secure the listing
 - Sign the Exclusive Right to Sell Listing Agreement
- Obtain all necessary property information
 - Use the MLS input sheet as a guide
 - Have your photographer take the photos
 - Have seller complete disclosures
- Create electronic file via Ziplogix
- List on MLS (syndicates out to other sites)
 - Enter all necessary information
 - Upload Photos
 - Upload disclosures
 - Set up showing instructions via ShowingTime
- Market the property (refer to marketing module for details)
- Provide seller with regular updates
- Sign dual agency (if applicable)
- Present all offers and counteroffers to seller
- Negotiate terms of the contract
- Accept a contract
 - Make sure contract as well as disclosure are fully executed
 - Continually submit all paperwork to the office via Ziplogix
- Deposit Escrow check with office
- Update MLS status
- Negotiate repairs if necessary
- Order condo documents (if applicable)
- Schedule the closing
 - Attend the closing (if possible)
 - Provide a closing gift, if you choose
- Update MLS status
- Request a testimonial / Zillow review

BUYER'S AGENT JOURNEY MAP

- Lead generation
- Have a conversation to determine if you are a professional fit
 - How can I help?
 - What would be an ideal purchase... price, location, style
- Secure buyer appointment
- Verify the client has a mortgage pre-approval
 - If not, send them your preferred list of vendors
 - Best to include at least 3 contacts
 - Jim Adams, Movement Mortgage – 203.290.2063
- Client must sign the Exclusive Right to represent Buyer
 - Prior to any showings taking place (RMRC Listings Excluded)
- Create an electronic file via Ziplogix
- Set up client on automated MLS search
 - Send properties that meet their requests
 - Connect client to your RE/MAX app. That way if they find properties, you are notified
- Schedule showings based on the client's selections
- Continue with showings until the client finds the right property
 - Make sure that there is open, clear communication with your clients regularly
- Sign Dual Agency (if applicable)
- Submit an offer to the Sellers Agent
- Negotiate terms of the contract
- Once your buyers' contract is accepted
 - Make sure contract and disclosures are fully executed
 - Continually submit all paperwork to the office via Ziplogix
- Deposit Escrow check with either our office or the listing firm
- Conduct inspections (if applicable)
 - Within the specified period of time as stated in the contract
- Negotiate repairs (if necessary)
- Request condo documents (if applicable)
- Satisfy all mortgage contingencies
- Confirm the closing date
 - Attend the closing (if possible)
 - Provide a closing gift if, you choose
- Request a testimonial / Zillow review

Items in this training:

Exclusive Right to Sell Listing Agreement (GHAR, CTR & Smart MLS)

- This document signifies the creation of an agency relationship between the Sellers and the Brokerage

Residential Property Condition Disclosure Report

- Provides Buyers with background information on the property

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (GHAR, CTR & Smart MLS)

- Informs Buyers if the property has been tested for Lead- Based Paint hazards, as well as the results if applicable



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT



PARTIES AND PROPERTY

I/We (Owner(s))
 (Brokerage Firm)
 real property located at (Listed Property) Connecticut, for
 (Listed Price) \$.....

The owners are the names as they appear on the deed recorded at the town hall in which the property is located. (All the names on the deed and all those individuals/parties must sign the listing contract. If a corporation, LLC, etc. the name needs to be written/typed in as it appears on the deed.)

This is the brokerage firm the authorized representative represents. The listing brokerage should inform all their authorized representatives on how the name of the brokerage should appear. If you are the owner of the brokerage firm you still need to write in the name of your firm, **not your name. Agents do not write your name in this field.**

- The parties agree that:
1. This Contract will go into effect on, 20...., and will remain effective including, 20....
 2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY to you.
 3. You may place a "for sale" sign on the LISTED PROPERTY
 4. You may install an electronic lockbox and/or a

The address of the property you are listing as it appears on the deed. (The town Card should reflect the deed.)

1 - Effective Date (beginning date) and End Date – Type in the beginning date the property will be available to the consumer through the listing brokerage and the date the listing brokerage's obligation ends.

8 - Service fee (commission amount) – Is a percentage of the sale price. This is negotiable between the listing brokerage (or the broker's authorized representative) and the sellers.

7. I/We understand that you are not an insurer against theft, loss or damage to the LISTED PROPERTY. I/We understand the advisability of verifying the existence of, or obtaining, appropriate insurance through my/our insurance broker and that you are not responsible for theft, loss or damage to the LISTED PROPERTY.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

8. I/We will pay you a service fee of of the agreed upon sale price if and when the LISTED PROPERTY and all material conditions have been met under this Contract; or if anyone else finds a buyer ready, willing and able to purchase the LISTED PROPERTY on any other terms acceptable to me/us, within the time period set forth in paragraph 8 if within ____ days after this Contract is signed by you or any cooperating broker before the Commission's listing agreement in that period.

8(c) - Broker Protection Clause – Insert the number of days after the contract ends that the listing brokerage will be entitled to a commission if the property sells to a buyer the listing brokerage (or the authorized representative) physically introduced to the property. (Crosses the threshold.) The number of days is negotiable between the listing brokerage and the sellers.

(9) - Cooperative – Insert the percentage or flat fee that the sellers agree to pay another brokerage who brings in the buyer. This is negotiable between the listing brokerage and the sellers. It is not always 50% of the commission paid to the listing brokerage.

9. I/We authorize you to pay a portion of any service fee payable by me/us equal to upon sale price (i) to buyer agents, and (ii) to any subagents, provided that I/we consent in writing to the subagency.
10. I/We understand and agree that you may become a dual agent, representing both me/us and the listing brokerage. As a dual agent, you may not reveal any confidential information to me/us and give me/us any disclosure of confidential information to the listing brokerage.
11. You will seek offers for the LISTED PROPERTY. Thereafter, you will present to us any offer to disclose to a buyer who has submitted an offer for the LISTED PROPERTY.

(15) - Other terms – This line is for other lawful requests, demands, and authorizations negotiated between the sellers and the listing brokerage (or authorized representative.) This could be but is not limited to: The number of open houses; whether or not the authorized representative has to attend all showings; if all individuals need to take off their shoes upon entry; or a 24-hour advanced notice for all showings. Also, if the property is to be withheld for a certain amount of time before it goes "active" on the MLS, that number of days or weeks can be inserted here. **BUT, all MLS rules as far as amount of time for each status (temp, withheld, or coming soon) needs to be adhered to and those MLS forms need to be included with the listing agreement.**

12. I/We have received a copy of this Contract.
13. You may enforce this Contract against me/us, or against my/our heirs, successors, assigns, or assigns.
14. I/We agree to pay any costs and attorney's fees which you may incur in enforcing this Contract.
15. Other Terms: _____

(17) - Video Surveillance – This line is to disclose whether there is surveillance equipment on the property. This equipment can be anywhere on the property.

(18) - Audio Surveillance - This line is to disclose whether there is audio equipment on the property. This equipment can be anywhere on the property.

16. I/We understand that you as my agent and any buyer agents or subagents may have confidential information that you know about the LISTED PROPERTY.
17. I/we represent to you that the LISTED PROPERTY does does not have video surveillance and/or recording devices, systems or equipment on the premises.
18. I/we represent to you that the LISTED PROPERTY does does not have audio surveillance and/or recording devices, systems or equipment on the premises.
19. Audio recording another individual without advanced consent may be a crime. Video recording in an area of the Property where there is a reasonable expectation of privacy may be a crime. Seller(s) agrees to indemnify and hold Broker, its agents, successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Seller's use of electronic, mechanical or other device to record audio, video or both at the Property. [] Initials

Seller(s) must initial here.

Owner Initial _____ Date _____ Broker Authorized Representative Initial _____ Date _____

STATEMENTS REQUIRED BY LAW

The real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-q) of section 20-325(a) of the Connecticut General Statutes.

This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, CIVIL UNION STATUS, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE OR ERASED CRIMINAL HISTORY INFORMATION. I/We read and understand this section: All Sellers Initial _____

OTHER STATEMENTS

I/We understand that I/we must give prospective buyers a fully completed Residential Property Condition Disclosure Report. I/We must give the Report to buyers before they execute a written offer to buy the LISTED PROPERTY. Otherwise, I/We must credit the buyers \$500.00 at closing. (Conn. Public Act No. 95-311.)

You have given me/us a blank Residential Property Condition Disclosure Report.

I/we understand that certain types of work which may have been performed at the LISTED PROPERTY permit. If such building permit was required but was not obtained, I/we understand that unpermitted result in significant delays and/or additional expense during the real estate transaction.

Fair Housing Statement:
Be sure to explain the fair housing notice to your Seller(s) and have them initial.

INFORMATION ABOUT FEDERAL LEAD LAWS

Federal regulations governing lead paint apply to "target housing", which with some exceptions means housing built before 1978. Unless an exception applies, if the LISTED PROPERTY was built before 1978, I/we must (i) give buyers the EPA brochure entitled "Protect Your Family From Lead In Your Home", and (ii) give buyers and you (Broker) all information I/we know concerning the presence of lead-based paint and lead-based paint hazards in the LISTED PROPERTY and copies of all records and reports available to me/us pertaining to this. To meet the timing requirement of the federal law, I/we must give these documents and information to a buyer before the buyer is obligated under a purchase contract, (that is, before both the buyer and I/we have executed a purchase contract). Failure to do so may result in substantial damages and/or penalties against me/us under federal law.

I/We also understand that if the LISTED PROPERTY is "target housing" and no exception applies, I/we must permit a buyer a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards in the LISTED PROPERTY before the buyer is obligated under the contract. I/We can _____ different time period. The buyer can also waive this right completely in writing.

I/We completed the seller's portion of the Disclosure of Information on Lead-Based _____ executed copy of the Disclosure and must keep it for 3 years after the closing.

I/We may be liable for substantial damages and penalties for failing to meet the duty _____ based paint.

I/We read and understand this section: All Sellers Initial _____

Information About Federal Lead Laws:
ALL THE SELLERS MENTIONED ON THE DEED AND MENTIONED AS THE OWNERS, AND WHO ARE SIGNING THE LISTING AGREEMENT, MUST INITIAL IN THIS SPOT.

I/We understand that potential serious health risks (including cancer, brain damage and acute illnesses such as eye, nose and throat irritation) are associated with lead substances, asbestos, radon and other environmentally hazardous conditions. Therefore, I/we must tell prospective buyers if I/we know that these conditions exist in the LISTED PROPERTY.*

If I/we fail to disclose known material information about the LISTED PROPERTY -- including the presence of environmentally hazardous conditions -- I/we may be violating federal and/or Connecticut law. This can result in (i) rescission of any purchase agreement between me/us and a prospective buyer, (ii) an award of damages _____ information, and/or (iii) statutory damages under federal laws _____ a buyer \$500.00 at closing if I/we have not given the buyer a F _____

*Further information about environmentally hazardous cond _____ Protection, www.ct.gov/dcp, the Connecticut Department of _____ Environmental Protection Agency, www.epa.gov.

Execution by Electronic Methods. The parties agree that _____ facsimile (fax) machine and/or email. This consent applies or _____

Execution by Electronic Methods:
This paragraph is to agree that the sellers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the listing brokerage elects to use *and the email address of the authorized representative(s) and the fax number(s) and email address(es) of all the owners who are signing this listing agreement.* The authorized agent may need to include a blank addendum to list all parties to the listing agreement increasing the number of pages included in the listing agreement.

or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Broker elects to use:

Owner elects to use:

___ Fax: Fax number is: _____ Fax: Fax number _____

___ Email: Email address is: _____ Email: Email address _____

If any party changes its email address or fax number it will promptly notify the other party of the n _____

(Brokerage Firm) _____

By: (Auth. Rep.) _____ Date _____

No. & Street _____

City, State, Zip _____

Owner _____

Owner _____

No. & Street _____

City, State, Zip) _____

Important Note:
This becomes a legally binding contract once all parties have signed and dated it here. The terms and duration of the listing are as set forth on the first page of the agreement. You must provide the sellers with a copy of the fully executed document.



EXCLUSIVE RIGHT TO SELL/LEASE CONTRACT



All legal owners of the property need to be listed.

I/We (Hereinafter called Owner(s)) _____
Print names of all Owners as they appear on Deed

Appoint and retain Broker _____
Print Broker's Name as it appears on Broker's License

Firm Name _____

Enter Jeff Wright.

Enter RE/MAX Right Choice.

Description of "Listed Property" to be offered FOR SALE:

Street Address _____

City or Town _____ ZIP _____

Approximate Land Size _____ Type of Building _____

Complete address of the property being sold.

A. OWNER'S AGREEMENTS:

1. SERVICES TO BE PERFORMED: Owner hereby grants to Broker the exclusive right to sell, lease or exchange the Owner's property more particularly described above, upon the terms and conditions described herein.

1. Check the box for sale or lease of property.

2. NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

2a. Enter the service fee or total commission the Seller is responsible for paying. Enter a Fee Schedule if applicable. *Note*We strive for 6%, many agents list at 5%, 5.5% or 6%

(a.) In consideration of the services to be performed by Broker, Owner agrees to pay Broker a service fee of \$ _____ OR _____ % of the agreed upon selling price (Purchase Price) of the real property sold by the Owner, or in the event of an exchange, of the value of the real property as determined by an independent appraisal. Payment of commission to be made no later than the transfer of deed. If Owner rents or leases an interest in the real property, Owner will pay Broker a commission at the signing of the lease. Owner will also pay commissions on renewals, extensions, exercise of options or new leases for the same property and Owner shall pay the commission based on the following schedule:

(b.) The Owner agrees to pay the Broker the compensation stated in (a.) if the Broker, the Owner, or anyone else finds a buyer who is ready, willing and able to buy (lease, rent or exchange) the Listed Property upon the authorized terms and conditions or any other terms acceptable to Owner.

(c.) Owner agrees that the Broker may share the Broker's service fee with a Broker acting as a buyer's agent. Owner understands that payment of a fee to a buyer's agent will not create any agency or subagency relationship between the buyer's agent and the Owner or Broker.

(d.) Owner agrees that the Broker has explained to the Owner that there may be vicarious liability to the Owner caused by actions of the Broker or any subagent of the Broker and further agrees that; (Check One) Broker may appoint subagents who are not affiliated with Broker's firm, and share Broker's service fee with subagents, or Broker may NOT appoint subagents other than those affiliated with Broker's firm as independent contractors or employees. If the Owner has agreed to permit the Broker to appoint subagents signing of this contract will constitute informed consent, and the Broker agrees to comply with any statutes pertaining to notification, confidentiality, etc.

2d. Sellers select one box. Box 1: will allow the Broker to appoint subagents outside of the firm. Box 2: Broker can only appoint subagents within their firm.

(e.) If checked, Owner will pay Broker a non-refundable retainer fee of \$ _____ upon the signing of this contract. If sold, Broker will apply this retainer fee toward the payment of any commission fee due the Broker under this Contract.

(f.) THE REAL ESTATE BROKER (Agent) MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325A OF THE CONNECTICUT GENERAL STATUTES.

(g.) The Owner agrees to pay any costs and attorney's fees which Broker may incur to collect any commission due under this contract.

2e. Needs to be completed if Seller is going to pay a retainer fee. (Not common in residential real estate)

**3. Contract must have start & end date.
(6 mo -1 yr is a good time frame)**

3. This Contract will go into effect on _____ and will remain effective until Midnight on _____. It is a binding contract that may only be terminated prior to end of term by mutual agreement.

4. The Owner authorizes the Broker to secure offers for the real property from prospective buyers or lessees upon the following terms and conditions, or upon any other terms and conditions agreeable to Owner.

a.) SALES: Listed Price \$ _____; Deposit of not less than _____ % of the purchase price; A contingency that the buyer's obligations are conditioned upon: 1. satisfactory property/building inspection; 2. obtaining a mortgage commitment.

b.) LEASES: Rental of \$ _____ per _____; With Security Deposit of _____; Term of Lease _____; Owner to furnish _____;

5. Owner agrees to provide complete, accurate information concerning the property and to complete the "Seller's Property Condition Disclosure Report" if required by statute and to update the Report if there are any changes during the listing term. Failure to complete the condition disclosure report can result in credit by the Owner to a buyer of the sum of \$300 at closing. Owner agrees that the Broker may provide data describing the property and the disclosure report to other brokers, agents and prospective buyers. Broker will not disclose confidential information about the price or terms that might be acceptable to the Owner or information about the Owner's motivation for selling the property.

6. Owner agrees Broker may place a "FOR SALE" sign on the property and when all contingencies are satisfied, Broker may place a "SOLD" sign on the property.

7. Broker is authorized to accept and hold in an escrow account on Owner's behalf a deposit to be applied toward the purchase price. Broker shall comply with all laws regarding such deposits.

8. Owner agrees to refer all inquiries or offers concerning the property to the Broker.

9. Owner acknowledges that they have received and read the "Notice to Sellers about Environmental Hazards." The Owner is responsible to provide the Broker with all relevant information regarding environmental issues that affect the property. In the event that the listed property consists of or contains a residential unit built prior to 1978, the Owner agrees to provide the Broker and any actual buyers with a completed Disclosure and Acknowledgment Form re: Lead Based Paint containing all information known to the Owner concerning the presence of lead-based paint hazards on the property, including any test reports.

The Owner hereby advises that the following checked potential hazards are present on or in the listed property:
 Lead-based paint Radon Asbestos Underground Oil Storage Tank If any possible hazardous material has been tested for, or treated and remedied the Owner agrees to notify the Broker in writing the details of remediation and results and copies of any tests.

10. Owner agrees to notify Broker immediately should Owner file bankruptcy or become aware of any situation where the Owner would be unable to pay Broker the agreed upon service fee should a sale be consummated. In such instance, Owner gives Broker the option to terminate this contract subject to Broker's expenses up until date of notice to the Broker.

11. Owner grants permission to Broker to advertise the property as the Broker deems appropriate, including print or electronic media (Internet, etc.).

B. BROKER'S AGREEMENTS:

1. The Listing Broker agrees to make a diligent effort to sell the listed property.

2. The Broker agrees to submit the listed property to the Multiple Listing Service where the Broker holds primary membership. The Seller understands that information about the listed property will be disseminated to participants of the MLS in accordance with its Rules and Regulations and Broker is authorized by the Owner to cooperate with other real estate brokers whether members of the MLS or not.

4. Fill out 4a or 4b depending on the type of sale.

4a: SALES
Listed Price is what the Property is going to initially be listed for.

Deposit amount is the minimum deposit Sellers will accept.

4b: LEASES
Line 1 of the Lease is the rental amount.

Per is the time frame, generally this is month.

Line 3 is security deposit amount.

Line 4 is length of lease, 1 year is common.

Fill in owner to furnish, if they are providing any kind of furnishings

9. Check boxes if seller is aware of potential hazards.

3. Sellers check the box if they do not consent to Dual Agency. *If the box is checked, all Sellers must initial on the line where indicated.

3. Owner understands that the Broker also may represent Buyers. In the event that the Broker becomes buyer's agent for a prospective buyer of the Owner's property, Broker will become a Dual Agent and Broker will notify Owner immediately and seek the Owner's informed written consent, by signature on the statutory form of Dual Agency Consent Agreement, to act as a dual agent.

If the following box is checked, the Owner does not approve of the Broker acting as dual agent (Broker will still advise Owner of any of Broker's buyer clients that might be prospective buyers of the Owner's property).
 Seller initial here _____ if box is checked.

C. GENERAL AGREEMENTS:

1. This contract is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Conn. General Statutes Title 46a, Chapter 814c), as amended.

IT IS UNLAWFUL UNDER FEDERAL AND / OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, RELIGION, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, SEXUAL ORIENTATION AND FAMILIAL STATUS IN ACQUIRING OR DISPOSITION OF REAL PROPERTY.

2. The Broker may enforce this Contract against Owner or Owner's heirs, administrators, executors, or assigns. This Contract constitutes the entire agreement between the parties and any prior agreements, whether oral or written have been merged and integrated into this Contract. No modification of any of the terms of this Contract shall be valid, binding or enforceable upon the parties unless in writing and signed by the parties.

3. If this Contract names more than one person as Owner, this Contract may be executed by each by separate writings by each Owner and when so executed, such copies taken together shall be deemed to be a full and complete Contract between the parties.

4. If this Contract or any extension or modification is delivered to the Broker or Owner by FAX transmission, the parties agree and understand this shall constitute a legally binding Contract and agree to deliver by hand or mail an originally signed copy to the other party.

5. Owner understands that Broker is not expert in matters of law, federal, state or local taxes, financing, structural conditions of construction, or potentially hazardous environmental materials or conditions. Broker hereby advises Owner to seek expert assistance or advice on such matters.

6. Owner further acknowledges that Owner has read and understands this Contract and has received a signed copy. Owner and Broker acknowledge and understand that although this form has been furnished by the Greater New Haven Association of Realtors, Inc. said Association assumes no responsibility for its content and is not a party to this Contract. **This is a legally binding Contract, if Owner does not understand any part of it, Owner is advised to consult an attorney before Owner signs.**

RE/MAX Right Choice

FIRM _____
 Print Name Seller Signature Date

BROKER _____
 Print Name Seller's Address

By: _____
 Authorized Representative Seller's Signature Date

Street Address Seller's Address

City State Zip Signature of Witness if Required Signature of Witness if Required

Signature of Notary Public if Required Date

Seller's signature and legal address

CAUTION - Signatures of authorized corporate officers should be witnessed and notarized, and accompanied by corporate resolution.
 (C) GREATER NEW HAVEN ASSOCIATION OF REALTORS, INC.,
 LAEXC514--MLF1-06/29/98-1738 Copyright 1998 All Rights Reserved

Agent Signature
Jeff Wright
Office Address

All legal owners of the property need to be listed.

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

Firm name

PARTIES AND PROPERTY

I/We (Owners) _____

Give you (REALTOR) _____ the EXCLUSIVE RIGHT TO SELL my/our
(Firm Name)

real property located at (LISTED PROPERTY) _____
(Street Address)

Connecticut, _____ for (LISTED PRICE) \$ _____
(zip)

Complete address of property being sold.

List price

OWNER(S)' AND REALTOR'S AGREEMENTS

THE PARTIES AGREE THAT:

1. Contract start and end date.

1. This Contract will go into effect on _____, and will remain effective through and including, _____
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY TO YOU.
3. You may place a "For Sale" sign on LISTED PROPERTY.
4. You may install a lockbox on the LISTED PROPERTY. I/We understand that other participants in the SmartMLS, Inc. (the "Service") will have keys to this lockbox.
5. You are not responsible for the maintenance, management or upkeep of or for any physical damage to the LISTED PROPERTY.
6. You will use reasonable efforts to sell the LISTED PROPERTY.
7. You will submit the LISTED PROPERTY to members of the Service. I/We have reviewed the information describing the LISTED PROPERTY in your Data Input Form and represent that it is accurate. You may submit photographs of the interior and exterior of the Listed Property to members of the Service, to view in either hard copy or computerized form.
8. I/We irrevocably assign to You all My/Our intellectual property rights, title and interest in and to all data, information text and photographs submitted to the service in connection with the LISTED PROPERTY including, without limitation, the copyright to such listing data and photographs.
9. Unless I/we have elected not to allow advertising of the LISTED PROPERTY on the Internet as set forth on the Listing Input Sheet for the LISTED PROPERTY, I/we give you permission to allow all Participants of the Service, except those identified on Schedule A to this Contract, to display the LISTED PROPERTY on their web site(s) pursuant to the Internet Data Exchange and/or Virtual Office Web Site rules and regulations of the Service.

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BROKER.

10. I/We will pay you a commission of (_____ %) of the agreed upon sale price if during the term of this Contract:

- (a) The LISTED PROPERTY is sold; or
- (b) I/We, you or anyone else finds a buyer ready, willing and able to buy the LISTED PROPERTY for no less than the LISTED PRICE or for any other terms acceptable to me/us.

10. Commission percentage Seller is responsible for paying.

11. I/We authorize you to pay buyer brokers and subagents a portion of any commission payable by me/us.
12. I/We understand and agree that you may also be a buyer's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the buyer. If this situation should arise, you will promptly disclose all relevant information to me/us and discuss the appropriate course of action to take under the circumstances.

13. I/We will pay the same commission if, within a _____ period of time after this agreement terminates, I/We sell the LISTED PROPERTY to anyone who saw the LISTED PROPERTY through you, or any licenses, including a buyer's broker, during the term of this agreement or any extension thereof, provided no new listing agreement becomes effective during the same period.

13. Enter fee schedule if applicable.

14. I/We have received a copy of this Contract.

Seller should initial all pages.

Initial(s) _____

Contract date

Property address

Page 2 of Listing Contract Dated: _____ For Property Known As:: _____

- 15. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.
- 16. I/We agree to pay any costs and attorney's fees which you may incur to collect any monies due to you under this Contract.

NOTICE: FEDERAL LAW REQUIRES THE OWNER OR LANDLORD OF A DWELLING TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS TO PURCHASERS AND TENANTS AND TO FURNISH PURCHASERS AND TENANTS WITH ANY RECORDS OR REPORTS CONCERNING LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS.

17. I/We understand that because of the potential serious health risks associated with lead substances, asbestos, radon, urea formaldehyde foam insulation ("UFFI") and other environmentally hazardous conditions prospective buyers should be advised if these conditions are present or have existed in the LISTED PROPERTY. I/We also understand that failure to make such a material disclosure could be a violation of federal and/or Connecticut law and could result in (i) the rescission of any purchase agreement between me/us and a prospective buyer, and/or (ii) an award of damages against me/us, as the seller, or any person responsible for disclosing the information regarding the LISTED PROPERTY. I/We specifically authorize you, as our agent, to disclose any such existing conditions to prospective buyers.

	<u>Is Present</u>	<u>Was Treated/Removed or Tested</u>	<u>No knowledge or Reason to Know of Presence</u>
UFFI (wall insulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADON (odorless gas, seeps in through dirt floors, cracked cement and walls)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SUBSTANCES (paint manufactured before 1970)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ASBESTOS (Insulating material; also in vinyl flooring and exterior shingles and roofing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. Seller should check applicable boxes.

18. If this listing is a delayed listing pursuant to the Rules of SmartMLS, the LISTED PROPERTY shall be actively marketed beginning on _____ Seller(s) and listing Broker agree that the Listed Property cannot be marketed prior to the Go Active Date.

(Go Active Date)

Marketing includes, but is not limited to: (1) showing of the Property to prospective purchasers; (2) holding a public or broker open house/caravan; (3) displaying the Listed property on any internet site; (4) sharing the Listing on social media or in any restricted group created on any social media platform; (5) placement of a "For Sale" sign on the Listed Property; and (6) advertising the Listed Property in any written publication. Prior to the Go Active Date, Seller(s) direct and instruct the Listing Broker not to accept and present to them any offer(s) to purchase the Listed Property. Seller(s) expressly waive their right to have offer(s) presented to them by the listing Broker because the Property is not available for sale prior to the state Go Active Date.

19. Other Terms _____

20. I/We authorize you, as my/our agent, and any subagents appointed by you, to disclose any information that I/We provide you concerning the LISTED PROPERTY.

Initial(s) _____

STATEMENTS REQUIRED BY LAW

This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c, as the same may be amended from time to time).

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED OR RELIGION, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, MARITAL STATUS, CIVIL UNION STATUS, AGE, LAWFUL SOURCE OF INCOME, INTELLECTUAL DISABILITY, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, FAMILIAL STATUS AND STATUS AS A VETERAN.

Realtor: _____ <small>(Firm Name)</small>	Owner: _____ <small>(Signature)</small>	Date: _____
By: (Auth Rep.) _____ <small>(Signature)</small>	Date: _____	No. & Street: _____
No. & Street: _____	City, State, Zip: _____	
City, State/ Zip: _____	Owner: _____ <small>(Signature)</small>	Date: _____
Broker: _____ <small>(Signature)</small>	No. & Street: _____	
Telephone: _____	City, State, Zip: _____	

RE/MAX Right Choice **Agent signature** **Office address** **Owner signature & address**

Schedule A of Listing Contract Dated: _____ For Property Known As: _____

Multiple horizontal lines for text entry.

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
450 Columbus Blvd, Suite 901 ♦ Hartford, CT 06103



RESIDENTIAL PROPERTY CONDITION REPORT

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) requires the seller of residential property to provide this report to the prospective purchaser prior to the prospective purchaser's execution of any binder, contract to purchase, option, or lease containing a purchase option. These provisions apply to the transfer of residential real property of four dwelling units or less, including cooperatives and condominiums, made with or without the assistance of a licensed broker or salesperson. The seller will be required to credit the purchaser with the sum of \$500 at closing if the seller fails to furnish this report (Connecticut General Statutes Section 20-327c).

INSTRUCTIONS TO SELLERS:

1. You **must** answer **all** questions to the best of your knowledge.
2. You are required to identify and disclose any problems regarding the subject property.
3. **Your real estate licensee cannot complete this form on your behalf.**
4. "UNK" means Unknown, "N/A" means Not Applicable.
5. If you need additional space to complete any answer or explanation, attach additional page(s) to this form. Include subject property address, seller's name and the date.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose herein any knowledge of any problem regarding the following:

A. SUBJECT PROPERTY

- 1) Name of seller(s): _____

- 2) Street address, municipality, zip code: _____

YES NO UNK N/A B. GENERAL INFORMATION

- | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3) What year was the structure built? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4) How long have you occupied the property? _____ If not applicable, indicate with N/A. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5) Does anyone else claim to own any part of your property, including, but not limited to, any encroachments? If yes, explain: _____

_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6) Does anyone other than you have or claim to have any right to use any part of your property, including, but not limited to, any easement or right of way? If yes, explain: _____

_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7) Is the property in a flood hazard area or an inland wetlands area? If yes, explain: _____

_____ |

Seller Initials _____ Buyer Initials _____ Revised 10/2021

- 8) Are you aware of the presence of a dam on the property that has been or is required to be registered with the Department of Energy and Environmental Protection? If yes, explain:
- _____
- _____
- _____
- 9) Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain: _____
- _____
- _____
- 10) Is the property located in a municipally designated village district, municipally designated historic district, or listed on the National Register of Historic Places? If yes, explain: _____
- _____
- _____
- Note:** Information concerning village districts and historic districts may be obtained from the municipality's village district commission, if applicable.
- 11) Is the property located in a special tax district? If yes, explain: _____
- _____
- _____
- 12) Is the property subject to any type of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain: _____
- _____
- _____
- 13) Is the property located in a common interest community? If yes, is it subject to any community or association dues or fees? Please explain: _____
- _____
- _____
- 14) Do you have any knowledge of prior or pending litigation, government agency or administrative actions, orders or liens on the property related to the release of any hazardous substance? If yes, explain: _____
- _____
- _____

C. LEASED EQUIPMENT

15) Does the property include any leased or rented equipment that would necessitate or oblige either of the following: the assignment or transfer of the lease or rental agreement(s) to the buyer or the replacement or substitution of the equipment by the buyer? If yes, indicate by checking all items that apply:

 Propane fuel tank Water treatment system Water heater Solar devices Security alarm system Major appliances Fire alarm system Other _____ Satellite dish antenna

YES NO UNK N/A

D. MECHANICAL/ UTILITY SYSTEMS

16) Fuel types? _____ Are you aware of any heating system problems? If yes, explain: _____

17) Hot water heater type? _____ Age: _____ Are you aware of any hot water problems? If yes, explain: _____

18) Is there an underground storage tank? If yes, list the age of tank _____ and location: _____

19) Are you aware of any problems with the underground storage tank? If yes, explain: _____

20) During the time you have owned the property, has there ever been an underground storage tank located on the property? If yes, has it been removed? Yes No
If yes, what was the date of removal _____ and what was the name and address of the person or business who removed such underground storage tank? _____

Provide any and all written documentation of such removal within your control or possession by attaching a copy of such documentation to this form.

21) Air conditioning type: Central; Window; Other _____
Are you aware of any air conditioning problems? If yes, explain: _____

22) Plumbing system problems? If yes, explain: _____

23) Electrical system problems? If yes, explain: _____

24) Electronic security system problems? If yes, explain: _____

25) Are there carbon monoxide or smoke detectors located in the dwelling on the property? If yes, state the number of detectors _____ and whether there have been problems with such detectors: _____

26) Fire sprinkler system problems? If yes, explain: _____

YES NO UNK N/A

E. WATER SYSTEM

27) Domestic water system type: Public; Private well; Other _____

28) If public water:

a) Is there a separate expense/fee for water usage? If yes, is the expense/fee for water usage flat or metered? _____ Provide the amount of the expense/fee _____ and explain: _____

b) Are there unpaid water charges? If yes, state amount unpaid: _____

29) If private well:

Has the well water been tested for contaminants/volatile organic compounds? If yes, attach a copy of the report. If no report is available, provide name of entity that performed testing and describe results of such testing: _____

If public water or private well: Are you aware of any problems with the well or with the water quality, quantity, recovery, or pressure? If yes, explain: _____

YES NO UNK N/A

F. SEWAGE DISPOSAL SYSTEM

30) Sewage disposal system type: Public; Septic; Cesspool; Other: _____

Property Address: _____ Seller Initials _____ Buyer Initials _____ Page 4 of 8

31) If public sewer:

a) Is there a separate charge made for sewer use? If yes, is it flat or metered? _____

b) If it is a flat amount, state amount _____ and due dates: _____

c) Are there any unpaid sewer charges? If yes, state the amount: _____

32) If private:

a) Name of service company: _____

b) Date last pumped: _____ Frequency of pumping during ownership: _____

c) For any sewage system, are there problems? If yes, explain: _____

YES NO UNK N/A

G. ASBESTOS/ LEAD

33) Are asbestos insulation or building materials present? If yes, location: _____

34) Is lead paint present? If yes, location: _____

35) Is lead plumbing present? If yes, location: _____

YES NO UNK N/A

H. BUILDING/ STRUCTURE/ IMPROVEMENTS

36) Is the foundation made of concrete? If no, explain: _____

37) Foundation/slab problems or settling? If yes, explain: _____

38) Basement water seepage/dampness? If yes, explain amount, frequency and location: _____

39) Sump pump problems? If yes, explain: _____

40) Do you have knowledge of any testing or inspection done by a licensed professional related to a foundation on the property? If yes, disclose the testing or inspection method, the areas or locations that were tested or inspected, the results of such testing or inspection and attach a copy of the report concerning such testing or inspection. If no report is available, provide name of entity that performed testing and describe results of such testing:

41) Do you have knowledge of any repairs related to a foundation on the property? If yes, describe such repairs, disclose the areas repaired and attach a copy of the report concerning such repairs: _____

42) Do you have any knowledge related to the presence of pyrrhotite in a foundation on the property? If yes, explain: _____

43) Roof type: _____ ; Age: _____

44) Roof leaks? If yes, explain: _____

45) Exterior siding problems? If yes, explain: _____

46) Chimney, fireplace, wood or coal stove problems? If yes, explain: _____

47) Patio/deck problems? If yes, explain: _____

YES NO UNK N/A

H. BUILDING/ STRUCTURE/ IMPROVEMENTS (Continued)

48) If patio/deck is constructed of wood, is the wood treated or untreated? _____

49) Driveway problems? If yes, explain: _____

50) Water drainage problems? If yes, explain: _____

51) Interior floor, wall and/or ceiling problems? If yes, explain: _____

52) Fire and/or smoke damage? If yes, explain: _____

53) Termite, insect, rodent or pest infestation problems? If yes, explain: _____

Property Address: _____ Seller Initials _____ Buyer Initials _____ Page 6 of 8

- 54) Rot or water damage problems? If yes, explain: _____

- 55) Is the structure(s) insulated? If yes, type: _____; location: _____

- 56) Has a test for radon been performed? If yes, attach copy of the report. If no report is available, provide the name of entity that performed the testing and describe the results of such testing: _____

- 57) Is there a radon control system in place? If yes, explain: _____

- 58) Has a radon control system been in place in the previous 12 months? If yes, explain: _____

The seller should attach additional pages, if necessary, to further explain any item(s) above. Indicate here the number of additional pages attached: _____

*Questions or Comments? Consumer Problems? Visit the Department of Consumer Protection website at:
www.ct.gov/dcp*

IMPORTANT INFORMATION

(A) Responsibilities of Real Estate Brokers

This report in no way relieves a real estate broker of his or her obligation under the provisions of section 20-328-5a of the Regulations of Connecticut State Agencies to disclose any material facts. Failure to do so could result in punitive action taken against the broker, such as fines, suspension or revocation of license.

(B) Statements Not to Constitute a Warranty

Any representations made by the seller on the written residential property condition report shall not constitute a warranty to the buyer.

(C) Nature of Report

This Residential Property Condition Report is not a substitute for inspections, tests, and other methods of determining the physical condition of the property.

(D) Information on the Residence of Convicted Felons

Information concerning the residence address of a person convicted of a crime may be available from law enforcement agencies or the Department of Public Safety.

(E) Building Permits and Certificates of Occupancy

Prospective buyers should consult with the municipal building official in the municipality in which the property is located to confirm that building permits and certificates of occupancy have been issued for work on the property.

(F) Home Inspection

Buyers should have the property inspected by a licensed home inspector.

Property Address: _____ Seller Initials _____ Buyer Initials _____ Page 7 of 8

(G) Concrete Foundation

Prospective buyers may have a concrete foundation inspected by a licensed professional engineer who is a structural engineer for deterioration of the foundation due to the presence of pyrrhotite.

(H) Dam

Information concerning the registration and categorization of a dam on the property may be obtained from the Department of Energy and Environmental Protection.

(I) Buyer's Certification

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property for which the seller has no knowledge and that this report does not encompass those areas. The buyer also acknowledges that the buyer has read and received a signed copy of this report from the seller or seller's agent.

Date _____	Buyer _____	Buyer _____	Buyer _____
		Signature	Print Name
Date _____	Buyer _____	Buyer _____	Buyer _____
		Signature	Print Name

(J) Seller's Certification

To the extent of the seller(s) knowledge as a property owner, the seller acknowledges that the information contained above is true and accurate for those areas of the property listed. In the event a real estate broker or salesperson is utilized, the seller authorizes the brokers or salespersons to provide the above information to prospective buyers, selling agents or buyer's agents.

Date _____	Seller _____	Seller _____	Seller _____
		Signature	Print Name
Date _____	Seller _____	Seller _____	Seller _____
		Signature	Print Name

This Form is used on all properties built before 1978 or if an antique, window, mantle, or door has been adhered to the property. This Form should be provided to tenants prior to making an offer.

Address: _____

This is the Property Address

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor'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) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

c) Lessee has received copies of all information listed above.

d) Lessee has received the pamphlet "Protect Your Family From Lead in Your Home".

Agent's Acknowledgement (initial)

e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) 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.

Lessor _____ Date _____ Lessor _____ Date _____

Lessee _____ Date _____ Lessee _____ Date _____

Agent _____ Date _____ Agent _____ Date _____

Use check mark here if landlord/lessor knows that the property has lead based paint (only)

Use check mark here if landlord/lessor has no knowledge of lead based paint (only)

Use a check mark here when landlord/lessor has provided reports or records that pertain to lead paint (ie: abatement reports or reports of evidence of lead based paints)

Use a check mark here only if the landlord/lessor has no reports

All tenants/lessees MUST initial here to acknowledge that they received the reports from the landlord/lessor, or if the landlord/lessor has no reports, they could leave it blank or write N/A to comply with the Lead Disclosure Rule.

All tenants/lessees initial here that they have received the Pamphlet "Protect Your Family From Lead in Your Home". Agent should supply.

Landlord/Lessor's Agent Initials after they have informed the seller of their obligations to disclose the presence of lead paint

All Landlords/Lessors must sign
Listing agent must sign

All Tenants/Lessees must sign.
Buyer's agent must sign.

4852d. Disclosure of information concerning lead upon transfer of residential property.**(a) Lead disclosure in purchase and sale or lease of target housing****(1) Lead-based paint hazards**

Not later than 2 years after October 28, 1992, the Secretary and the Administrator of the Environmental Protection Agency shall promulgate regulations under this section for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease. The regulations shall require that, before the purchaser or lessee is obligated under any contract to purchase or lease the housing, the seller or lessor shall—

- (A) provide the purchaser or lessee with a lead hazard information pamphlet, as prescribed by the Administrator of the Environmental Protection Agency under section 406 of the Toxic Substances Control Act (15 U.S.C.A. § 2686);
- (B) disclose to the purchaser or lessee the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to the purchaser or lessee any lead hazard evaluation report available to the seller or lessor; and
- (C) permit the purchaser a 10-day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(2) Contract for purchase and sale

Regulations promulgated under this section shall provide that every contract for the purchase and sale of any interest in target housing shall contain a Lead Warning Statement and a statement signed by the purchaser that the purchaser has—

- (A) read the Lead Warning Statement and understands its contents;
- (B) received a lead hazard information pamphlet; and
- (C) had a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(3) Contents of Lead Warning Statement

The Lead Warning Statement shall contain the following text printed in large type on a separate sheet of paper attached to the contract:

"Every purchaser of any interest in residential real 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".

(4) Compliance assurance

Whenever a seller or lessor has entered into a contract with an agent for the purpose of selling or leasing a unit of target housing, the regulations promulgated under this section shall require the agent, on behalf of the seller or lessor, to ensure compliance with the requirements of this section.

(5) Promulgation

A suit may be brought against the Secretary of Housing and Urban Development and the Administrator of the Environmental Protection Agency under section 20 of the Toxic Substances Control Act [15 U.S.C.A. § 2619] to compel promulgation of the regulations required under this section and the Federal district court shall have jurisdiction to order such promulgation.¶

This Form is used on all properties built before 1978 or if an antique, window, mantle, or door has been adhered to the property. This Form should be provided to buyers prior to making an offer.

Address: _____

This is the Property Address.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real 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 interested 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. 4852(d) 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.

Seller _____ Date _____ Seller _____ Date _____

Purchaser _____ Date _____ Purchaser _____ Date _____

Agent _____ Date _____ Agent _____ Date _____

Use check mark here if seller knows that the property has lead based paint (only)

Use check mark here if seller has no knowledge of lead based paint (only)

Use a check mark here when seller has provided reports or records that pertain to lead paint (ie abatement reports or reports of evidence of lead based paints)

Use a check mark here only if the seller has no reports

All buyers MUST initial here to acknowledge that they received the reports from the seller, or if the seller has no reports, they could leave blank or write N/A to comply with the Lead Disclosure Rule.

All Buyers initial here that they have received the Pamphlet "Protect Your Family From Lead in Your Home". Agent should supply.

All Buyers initial and then check either:
 I Buyer is using the 10 Day Opportunity to test for lead paint
 II Buyer has decided not to test for the presence of lead paint

Seller's Agent initials after they have informed the seller of their obligations to disclose the presence of lead paint

All Sellers must sign
 Listing agent must sign

All Buyers must sign.
 Buyer's agent must sign.

4852d. Disclosure of information concerning lead upon transfer of residential property.**(a) Lead disclosure in purchase and sale or lease of target housing****(1) Lead-based paint hazards**

Not later than 2 years after October 28, 1992, the Secretary and the Administrator of the Environmental Protection Agency shall promulgate regulations under this section for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease. The regulations shall require that, before the purchaser or lessee is obligated under any contract to purchase or lease the housing, the seller or lessor shall—

- (A) provide the purchaser or lessee with a lead hazard information pamphlet, as prescribed by the Administrator of the Environmental Protection Agency under section 406 of the Toxic Substances Control Act {15 U.S.C.A. § 2686};
- (B) disclose to the purchaser or lessee the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to the purchaser or lessee any lead hazard evaluation report available to the seller or lessor; and
- (C) permit the purchaser a 10-day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(2) Contract for purchase and sale

Regulations promulgated under this section shall provide that every contract for the purchase and sale of any interest in target housing shall contain a Lead Warning Statement and a statement signed by the purchaser that the purchaser has—

- (A) read the Lead Warning Statement and understands its contents;
- (B) received a lead hazard information pamphlet; and
- (C) had a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(3) Contents of Lead Warning Statement

The Lead Warning Statement shall contain the following text printed in large type on a separate sheet of paper attached to the contract:

"Every purchaser of any interest in residential real 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".

(4) Compliance assurance

Whenever a seller or lessor has entered into a contract with an agent for the purpose of selling or leasing a unit of target housing, the regulations promulgated under this section shall require the agent, on behalf of the seller or lessor, to ensure compliance with the requirements of this section.

(5) Promulgation

A suit may be brought against the Secretary of Housing and Urban Development and the Administrator of the Environmental Protection Agency under section 20 of the Toxic Substances Control Act [15 U.S.C.A. § 2619] to compel promulgation of the regulations required under this section and the Federal district court shall have jurisdiction to order such promulgation.¶

RENTALS Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

A. (i)
Use a check mark here if landlord front/lessor knows that the property has lead based paint

Lessor'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) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

A. (ii)
Use check mark here if landlord/lessor has no knowledge of lead-based paint

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

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Name of Document(s)	Author	Date
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(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

B. (i)
Use a checkmark here when the landlord/lessor has provided reports or records that pertain to lead paint (ie abatement reports or reports of evidence of lead-based paint)

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

B. (ii)
Check mark here if the landlord/lessor has no reports

Agent's Acknowledgment (initial)

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

C.
All tenants/lessee's initial here if they have received copies of all information in section BI

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.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
-----------------	---------------	-----------------	---------------

_____ Lessee	_____ Date	_____ Lessee	_____ Date
-----------------	---------------	-----------------	---------------

_____ Agent	_____ Date	_____ Agent	_____ Date
----------------	---------------	----------------	---------------

D.
All tenant/lessees initial here that they have received the pamphlet "protect your family from lead in your home." Agent should supply.

Address of Property/Unit

E.
Landlord/lessors agent initials after they have informed the seller of their obligations to disclose the presence of lead paint.

Property address

All landlords/lessors must sign. Listing agent must sign. All tenants/lessees must sign. Buyers agent must sign.

**SALES Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement**

Every purchaser of any interest in residential real 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).

Name of Document(s)	Author	Date

- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (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 Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

Address of Property/Unit

A. (i)
Use checkmark here if seller knows that the property has lead based paint.

A. (ii)
Use check mark here if seller has no knowledge of lead-based paint.

B. (i)
Use a checkmark here when seller has provided reports or records that pertain to lead paint (ie abatement reports are reports of evidence of lead-based paint.

B. (ii)
Use a check mark here only if the seller has no reports.

C.
All buyers initial here if they receive copies of all information and section (b)(i).

D.
All buyers initial here that they have received the pamphlet "protect your family from lead in your home". Agent should supply.

E.
All buyers initial and then check either: buyer is using the 10 day opportunity to test for lead paint OR buyer has decided to not test for the presence of lead-based paint

F.
Sellers agent initials after they have informed the seller of their obligations to disclose the presence of lead paint.

Property address

All sellers must sign.
Listing agent must sign
All buyers must sign.
Buyers agent must sign.

Items in this training:

Exclusive Right to Represent Buyer (GHAR & CTR)

- This document signifies the creation of an agency relationship between the Buyers and the Brokerage

Purchase Contract (GHAR & Smart MLS)

- This document is used to communicate the Buyers offer to the Sellers and the Sellers acceptance of the offer. Once there is an executed Contract, it's considered valid until the property closes or the deal is terminated.

Dual Agency Disclosure

- This form is given to persons represented by the same brokerage firm.



EXCLUSIVE RIGHT TO REPRESENT BUYER CONTRACT
Greater Hartford Association of REALTORS®, Inc.

All buyers who will be signing the purchase contract must be included.

I/We (Buyer(s)) _____

appoint you (Brokerage Firm) _____
my/our exclusive representative to assist me/us to locate and purchase _____
generally described as: _____

I/We will tell you about all past and current contacts with any real property _____
effect. During the term of this Contract, I/We will work exclusively for _____
real property as described above. Initial

I/We and you agree that:

- This Contract is in effect from _____, 20____, through and including _____, 20____.
I/We will give you financial and personal information about my/our purchase needs and abilities with other real property to you. I/We will permit you to contact my attorney and to verify that I/We have the ability to purchase real property.
- You may share financial and other information about my/our purchase needs and abilities with other real property to you. I/We will permit you to contact my attorney and to verify that I/We have the ability to purchase real property.
- You will use reasonable efforts to locate real property and assist me/us in the purchase of real property on terms and conditions acceptable to me/us.
- I/We will be reasonably available to examine real property.
- You may represent other buyers and tenants who are interested in the same real property.
- You may disclose my identity to third parties.
- I/We will refer questions concerning the legal title to property, tax code and zoning compliance, engineering, square footage and other appropriate government agency, or other appropriate professionals.

You must enter property type such as commercial, residential, single family, condo, multi family as well as location(s). Location can be one town, one county or multiple towns or counties. Can also be the state of CT or just a specific address. A buyer may have an Exclusive agreement with more than one broker if that broker is only representing the buyer(s) in a specific location and not the whole state. i.e. one Broker may represent a buyer in one county and another broker may represent the buyer in another town.

Name of brokerage representing the buyer (not the agent) _____

Buyer(s) must initial here confirming they are not already under representation agreement with another brokerage.

1 - Effective Date (beginning date) and End Date - Type in the beginning date this agreement goes into effect and the date the agreement will end.

(12) Service Fee - You must enter a percentage (%) or dollar amount (\$) (this can be a fixed amount or a range). Broker fee must be filled in. Do not write in "per MLS". If a listing broker offers only \$1 in MLS, this is what you would have the right to collect per the buyer broker agreement if that is how it is written on this agreement. You can write something like x%* and then in the comments box write in *or other fee acceptable to XYZ brokerage. Therefore, if the listing broker is offering a buyer broker fee that is different than what you wrote in the agreement, you have the option of agreeing to it or asking the buyer to pay the difference.

Buyer(s) must initial if they consent to audio and/or video recording.

- I/We acknowledge that I/we may be recorded on audio and/or video surveillance or otherwise transmitted and/or recorded by means of electronic devices when I/we enter or visit real property in connection with this Contract. I/we acknowledge that you may not be aware of the presence of any such devices in any real property that I/we may view. I/we consent to any such audio and/or video surveillance, recording or transmission. [] Initials
- Buyer(s) agrees to indemnify and hold Broker, its agents, successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Seller's use of electronic, mechanical or other device to record audio, video or both at the Property. [] Initials

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED AND MAY VARY FROM YEAR TO YEAR. EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

12. For a purchase or exchange of real property, your service fee is _____ of the agreed upon purchase price or exchange value, or [APPLIES ONLY IF FILLED IN] _____. Your service fee applies to any real property which is purchased or exchanged, whether or not such real property is listed, for sale or lease by owner, or located by me/us. You agree to request all or any part of your service fee from the seller or listing agency. I/We will pay all or any part of your service fee not paid by the seller or listing agency if and when:

- I/We enter into a contract for the purchase of real property during the term of this Contract and all material conditions have been met, or are substantially met, during the term of this Contract; or
- I/We purchase or exchange real property during the term of this Contract; or
- I/We are introduced to a property during the term of this contract and obtained title to it within _____ days after the expiration of this contract provided that I/we do not enter into a new exclusive agreement with another broker in that period. In

13. [APPLIES ONLY IF FILLED IN.] (13) Retainer Fee - If a retainer fee is being charged, this field must be filled in. _____ of \$ _____, due and payable when you sign this Contract, to be applied to any service fee that you earn under this Contract; or an hourly service fee of _____ upon receipt of your bill.

14. [APPLIES ONLY IF FILLED IN] OTHER: _____ (14) Other Terms - If there are any circumstances where any part of the agreement may not apply or may be different due to a specific circumstance, please write it in here...i.e. if buyer purchases family home at 123 Main St, Nowhereland, a commission is not due to XYZ brokerage.

(Auth. Rep.) Initial _____ (13) Hourly Service Fee - Fill in only if applicable. _____

Buyer Initial _____

16. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors, and assigns.
 17. I/We agree to pay any costs and attorneys' fees which you may incur to collect any monies due you under this Contract.
 18. This Contract may be modified, waived or discharged only by a written agreement between the parties.

This Contract is subject to the Connecticut General Statutes prohibiting discrimination in commercial transactions (C.G.S. Title 46a, Chapter 814c).

Fair Housing Statement:
 Be sure to explain the fair housing notice to your Buyer(s) and have them initial.

IT IS UNLAWFUL UNDER FEDERAL AND OR STATE LAW TO DISCRIMINATE ON THE BASIS OF NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, CIVIL UNION STATUS, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE OR ERASED CRIMINAL HISTORY INFORMATION.

I/We read and understand this section: All Buyers Initial _____

The real estate broker may be entitled to certain lien rights pursuant to subsection (b) of the Connecticut General Statutes.

Execution by Electronic Methods:

This paragraph is to agree that the buyers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the Broker elects to use *and the email address of the authorized representative(s) and the fax number(s) and email address(es) of all the buyers who are signing this agreement.*

Execution by Electronic Methods. The parties agree that they may enter into this agreement via facsimile (fax) machine and/or email. This consent applies only to this transaction (and any amendments hereto) after it has been entered into. Faxing, and retention of and access to email records require appropriate fax technology. Email, and retention of and access to email records require appropriate software.

Broker elects to use:

___ Fax: Fax number is: _____
 ___ Email: Email address is: _____

Buyer elects to use:

___ Fax: Fax number is: _____
 ___ Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

Brokerage Firm: _____ Buyer _____ Date _____

By: (Auth. Rep.) _____ Date _____ Buyer _____ Date _____

Address: _____ Address: _____

You must make sure you have also initialed, signed and dated the agreement. All buyer(s) MUST receive a copy of the fully executed agreement at the time it is signed.

Exclusive Agency Right to Represent Buyer Authorization

(Connecticut law requires that the real estate broker furnish Buyer with a written agreement should Buyer wish to be represented by a broker.)

All buyers who will be signing the purchase contract must be included.

I. Exclusive Agency Right Appointment.

Buyer(s), _____, appoints, _____ as Buyer's exclusive real estate Broker to assist Buyer(s) to locate and purchase or exchange real property acceptable to Buyer(s) and generally described as: _____ (the "Property"). Buyer(s) retains the right to locate and purchase or exchange any property himself or herself without obligation to compensate Broker or its agent(s).

Name of brokerage

II. Geographical Area.

This Authorization is limited to the following areas of the State of Connecticut: _____

You must enter property type such as commercial, residential, single family, condo, multifamily as well as location(s). Location can be one town, one county or multiple towns or counties. Can also be the state of CT or just a specific address. A buyer may have an exclusive agreement with more than one broker if that broker is only representing the buyer(s) in a specific location and not the whole state. i.e., one Broker may represent a buyer in one county and another broker may represent the buyer in another town.

III. Term of Authorization.

This Authorization is in effect from _____ to _____

Type in the beginning date this agreement goes into effect and the date the agreement will end.

IV. Broker Agrees:

- A. To keep information Buyer(s) provides Broker concerning Buyer's assets, liabilities, income and expenses confidential and not to disclose same to any third party without Buyer's written consent, except as required by law.
- B. To provide Buyer(s) with the benefit of the Broker's skill, knowledge and experience.
- C. To attempt to locate the Property described above.
- D. To negotiate on Buyer's behalf for terms and conditions agreeable to Buyer(s).
- E. To assist Buyer(s) in the purchase or exchange, as the case may be, of the Property.
- F. To act in Buyer's interest regarding the location and purchase or exchange of the Property.
- G. Questions or information requests concerning the legal title to property, the residence of occupants, zoning, building code considerations, wood destroying pests, environmental conditions, property and building inspections, or the uses or planned uses of neighboring properties should be referred to Buyer's attorney, title company, inspector or appropriate governmental agency; and
- H. Broker will not perform any investigation or perform any tests or inspections on the Property, or on neighboring properties.

V. Buyer(s) Agrees:

- A. To cooperate with Broker and be reasonably available to examine real property.
- B. Upon request, Buyer(s) will give Broker financial and personal information regarding Buyer's purchase history and credit.
- C. Broker is relying on Buyer's statement that Buyer(s) has not signed an Exclusive Right to Represent Buyer with any other brokerage firm covering the same time period, the same Geographical Area as stated above. If this is not the case, Buyer(s) hereby agrees to disclose same to Broker immediately, but no later than at the execution of this document.
 - 1. If Buyer(s) has signed any agreement with another agent, broker or firm to represent Buyer, Buyer(s) does not disclose this information prior or contemporaneous to the execution of this document. If Buyer(s) does not disclose this information, Broker is not liable for any fees, commissions, or other financial charges assessed or billed to Broker; and further, Buyer(s) agrees to indemnify and hold Broker harmless for any fees, commissions or other financial charges assessed or billed to Broker as a direct or indirect result of Buyer(s) signing this Authorization with Broker.
- D. Buyer(s) understands that the names of attorneys, contractors, home inspectors and other professionals are furnished as a convenience to Buyer(s) and are not an endorsement or guaranty of those professionals or their work product, and that Buyer(s) is not required to utilize the services of any of these companies or individuals.
- E. To perform tests, inspections and investigations on the Property and on neighboring properties as Buyer(s) deems necessary in order to determine the suitability of the Property for Buyer's purchase and verify facts that are important to Buyer's buying decision.

VI. Other Terms and Conditions.

- A. Buyer(s) understands and agrees that Broker may also become a seller's agent for the Property. In that event Broker would become dual agents, representing both Buyer(s) and Seller. If this situation should arise, Broker shall promptly disclose all



relevant information to Buyer(s) and discuss the appropriate course of action to take under the circumstances. Broker shall also present Buyer(s) with all disclosures as required by law, including but not limited to a Dual Agency Consent Agreement for Buyer's review and signature.

- B. Buyer(s) understands that Broker represents other buyers who may also be interested in purchasing the Property.
- C. Broker may, with Buyer's permission, share and disclose financial and personal information, including but not limited to abilities and needs with other agents who offer real property for sale to Broker.
- D. This Authorization is binding upon and shall inure to the benefit of Buyer(s) and Broker, including but not limited to administrators, executors and successors. This Authorization and any rights hereunder shall not be assigned by Buyer(s).
- E. Buyer(s) agrees to pay any costs and attorneys' fees Broker incurs to collect any monies due to Broker under this Authorization.
- F. This Authorization may only be modified, amended, waived or discharged by a written agreement signed by Buyer(s) and Broker.
- G. Buyer(s) is hereby notified that the Connecticut Department of Energy and Environmental Protection (DEEP) has the authority pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous materials and sites within the town at the Town Clerk's office. Buyer(s) may refer to these lists and the Connecticut Department of Environmental Protection for information on environmental questions concerning any property that Buyer(s) is interested in and the lands surrounding that property.
- H. Buyer(s) is hereby notified that information concerning environmental matters on the properties is also available from the Federal Environmental Protection Agency, the National Aeronautics and Space Administration, the Department of Defense and third-party providers.
- I. Buyer(s) is hereby notified that a list of local properties upon which hunting or shooting sports are permitted may be available at the Town Clerk's office.
- J. If the Property is served by a private well, Buyer(s) is notified that important educational information regarding well testing is available on the Connecticut Department of Public Health's website.
- K. Buyer(s) acknowledges receipt of a copy of this Authorization.

You must enter a percentage (%) or dollar amount (\$) (this can be a fixed amount or range). Broker fee must be filled in. DO NOT WRITE IN "PER MLS". If a listing broker offers only \$1 in MLS, this is what you would have the right to collect per the buyer broker agreement if that is how it is written on this agreement. You can write something like x%* and then in the comments box write in *or other fee acceptable to XYZ brokerage. Therefore, if the listing broker is offering a buyer broker fee that is different than what you wrote in the agreement, you have the option of agreeing to it or asking the buyer to pay the difference.

VII. Fees.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

- A. In consideration of Broker's services to be provided, as listed in Section IV "Broker Agreement", Buyer(s) agrees to pay Broker a Professional Service Fee calculated as follows:
 - 1. If Buyer(s) is purchasing real estate, Broker's Professional Service Fee shall be \$ _____ or _____ % of the purchase price of the Property purchased by Buyer(s) or the purchase price of the Property Buyer(s) obtained in an exchange.
 - 2. Broker earns the Professional Service Fee if Buyer(s) (a) enters into a contract for the purchase of real property during the term of this Authorization and all material conditions have been met or (b) Buyer(s) obtains title to real property Broker has introduced Buyer(s) to during the term of this Authorization. _____ (_____) days after the expiration of this Authorization; however, that no fee will be due and payable under this Section if Buyer(s) signs an Exclusive Agreement or Authorization with another real estate broker after the expiration of this Authorization.
- 3. _____ (Other)
- B. Any Professional Service Fee Broker earns under this Authorization is Buyer's obligation to pay. However, if Buyer(s) purchases or exchanges property either listed with Broker or listed on a Multiple Listing Service in which Broker is a participant, then Broker will credit Buyer(s) with whatever amount(s) Broker receives from either or both of these sources. Broker will also assist Buyer(s) in negotiating payment of this fee from seller or listing broker of the Property and will credit Buyer(s) with any amount(s) seller or listing broker actually pays. These credits may or may not pay Broker's fee in full. Any unpaid amount(s) still due and owing after payment by seller or listing broker shall be Buyer's obligation to pay.
- C. Broker will tell Buyer(s) before showing Buyer(s) a property if the property is not eligible for this credit, and Buyer(s) may refuse to be shown such properties without incurring any fees. Broker may accept amount(s) seller, or listing broker pay Broker in excess of the Professional Service Fee stated upon disclosure to Buyer(s), and as permitted by law.



D. The Professional Service Fee shall be due and paid in full no later than the date on which title to the real property transfers to Buyer(s).

VIII. Statements Required by Law.

- A. This agreement is subject to the Connecticut General Statutes prohibiting discrimination in real estate transactions (Connecticut General Statutes Title 46a, Chapter 814c).
- B. THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 325a OF THE CONNECTICUT GENERAL STATUTES.

IX. Use of Electronic Record.

- A. Buyer(s) agrees that Broker may use electronic records, including fax or e-mail, to make a copy of this Authorization available to Buyer(s).
- B. Buyer(s) has the right to withdraw Buyer's consent to have an electronic record of this Authorization available to Buyer(s). To withdraw such consent Buyer(s) must provide Broker with written notice, expressly stating Buyer(s) withdraws this consent. Buyer(s) may request and Broker shall provide a copy of this Authorization. To receive a paper copy of this Authorization, Buyer(s) must provide Broker at the address, e-mail or fax number listed below.
- C. Buyer's agreement to use electronic records applies only to this particular real estate transaction and to transactions in which Buyer(s) is a party.
- D. By withdrawing Buyer's consent to use electronic records of this Authorization, Buyer(s) does not give consent to the Authorization itself. This Authorization shall not be terminable unilaterally, and nothing contained in this Authorization herein constitutes or permits Buyer(s) to withdraw Buyer's consent to the Authorization itself.
- E. For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer where Buyer(s) may receive a fax. For Buyer(s) to receive and retain e-mail records, Buyer(s) will need access to a computer, the Internet, and an e-mail account. Broker is not responsible for providing and is in no way guaranteeing Buyer(s) has access to any of these aforementioned electronic machines, equipment, software or programs.

This paragraph is to agree that the buyers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the Broker elects to use and the email address of the authorized representative(s) and the fax number(s) and email address(s) of all the buyers who are signing this agreement.

Buyer's electronic addresses are:

Fax number: _____
E-mail address: _____

All electronic records will be sent to the fax number or e-mail address noted above unless Buyer(s) informs Broker of any change in Buyer's e-mail address or fax number in writing to the Brokerage Firm address, e-mail or fax number set forth.

BROKER/FIRM NAME

BUYER

By Agent

BUYER

Street

Street

City, State, Zip

City, State, Zip

Telephone number and/or e-mail address

Telephone number

Date

Date

You must make sure you have also initialed, signed and dated the agreement. All buyer(s) MUST receive a copy of the fully executed agreement at the time it is signed.





REAL ESTATE PURCHASE CONTRACT

Greater Hartford Association of REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

1. Parties

Buyer

Name(s)

Address

Seller

Name(s)

Address

Parties: LEGAL NAMES and address of Buyer(s) and Seller(s)

Property: Address of Property being purchased to include unit numbers, if applicable.

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as

_____ , CT _____ ("Property").
 Number Street Town Zip Code

3. Fixtures and Personal Property. Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property is excluded from this sale. Included as fixtures are all buildings, structures and improvements now thereon, and the fixtures belonging to the Seller, including, but not limited to, any, all blinds, window shades, screens, doors, door and window hardware, awnings, shutters, electrical and lighting fixtures, door mirrors, porches, patios, pool house and other outbuildings, mantels, flagpoles, pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. **No part of the purchase price below is assigned to any personal property or fixtures.**

Fixtures and Personal Property: Either check off "See Property Inclusions/Exclusions Rider" or fill in the first line with fixtures that are to remain with the property. The second line is for fixtures that are Excluded (not staying).

See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN):

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN):

4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS CHECKED

4. Price. The total purchase price is \$ _____

- (a) Buyer shall make the following deposit, by personal check, cashier's check or cash, subject to collection, upon receipt of this fully executed Contract within three (3) calendar days thereafter. Deposit to be applied to the total purchase price. If this deposit is not paid by Buyer by the stated time, Seller at Seller's sole option shall have the right to declare Buyer to be in default and terminate this Contract with notice to Buyer, and Seller shall thereafter be relieved of all obligations.
- (b) Buyer will make the following additional deposit by cashier's check or certified check or before _____ calendar days after the date that this Contract is executed, to be applied to the purchase price or closing costs, subject to collection.
- (c) Buyer will assume the existing mortgage on the Property which, at the time of closing, will not be in default and will have a principal balance of approximately _____.
- (d) Seller will take back a purchase money note and mortgage as described in the attached rider:
- (e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5: _____
- (f) Buyer will pay the following balance at the closing by cashier's or certified check: _____

Price: Total price buyer(s) are offering

- (a) Amount of first or only deposit Buyer is submitting with offer
- (b) Amount of calendar days after contract acceptance that the Buyer is giving an additional deposit (if any) and the amount
- (c) If Buyer is assuming a mortgage, amount to be assumed
- (d) Enter any seller financing here
- (e) Mortgage amount
- (f) Amount of money Buyer will bring to closing, if any. i.e.: the remaining balance of the down payment.
- (g) Should equal the lines a through f

Buyer and Seller need to initial and date bottom of every page. If amount in 4(g) exceeds the total purchase price, the amount is to be paid to Buyer at closing.

\$ _____

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

Property Address _____

Real Estate Purchase Contract _____

Mortgage Contingency:
Check off appropriate box.

5. Mortgage Contingency.

- N/A – No Mortgage, this is a Cash Transaction
- N/A – Mortgage Contingency Waived
- Mortgage Contingency (A _____)

The date by which the Buyer must have Mortgage Commitment.

Broker, not later than the including all conditions co charges in accordance wi

(a) Mortgage amount (the sum of the amounts shown in 4(c) and/or 4(d) on page 1)

Amount of points Buyer is allowed to pay.

Mortgage") from a bank or other Buyer will provide Seller and

(a) Amount \$ _____ (b) Maximum initial interest rate: _____ % per annum (c) Minimum term: _____ years

(d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

- Conventional Fixed Rate
- Conventional Variable Rate
- CHFA
- FHA
- VA
- Other: _____

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

Buyer represents that upon obtaining Mortgage, Buyer will have sufficient fu real estate.

Buyer's ability to close is co

If Buyer cannot obtain a writte See attached R may terminate this and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to o

If Buyer obta has/have not lender verific approval of c the Mortgage

If the reason include Sale of Buyer's Property application, t Contingency.

required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of B Contract, then all deposits will be returned to Buyer, a under this Contract shall end.

6. Deposit and Escrow of Deposits. The dep manner specified in paragraph 4, payable to the listing Broker. If any deposit payable under this Contract is not paid by Buyer by the stated time, then Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by CHECK ONE listing Broker other _____ (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8th) day following the Mortgage Contingency Date.

Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement In case of a dispute, the party holding the deposit shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon. If the party holding the deposit initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by the party holding the deposit (including, without limitation, attorneys' fees and court costs) shall be paid by the nonprevailing party.

7. Closing. The closing will take place on _____ (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other Closing: Enter the date by which the property is to close.

8. Possession at Closing; Condition of Property; Risk possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing. In case of any loss or damage, when Seller has not restored the Property substantially to its former condition prior to closing, one of the following shall occur at Buyer's option: either (a) the Seller shall pay over or assign to the Buyer all sums recovered on account of said insurance upon Buyer's payment of the balance of the Purchase Price to Seller, or (b) the Buyer may terminate this Agreement and the deposits shall be refunded to the Buyer.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

9. Other Conditions.

Other Conditions: Write any other conditions such as, "Closing Cost Credit", "Subject to Probate Court Approval" etc.

10. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances assumed and paid by Buyer in addition to the purchase price: _____
Sewer and water liens will not be assumed by buyer unless specifically stated here:

If the Buyer has agreed to pay off any liens, list them here.

Seller agrees to furnish such affidavits concerning title, encroachments, mechanical, electrical, plumbing, and other items as Buyer's title insurance company may require in order to allow Buyer to obtain title insurance. Buyer agrees to waive exceptions to the title policy that are objectionable to Buyer's lender.

To be filled in for Buyer is assuming sewer and/or water liens.

11. Adjustments. Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. Default; Liquidated Damages; Remedies. If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

14. Assignability. Buyer may only assign its rights under this Contract to another person.

Home, Pest and Environmental Inspection/Tests:
Check first box if Buyer is waiving inspections.
Check second box if Buyer is having inspections.
Then check each inspection which the Buyer wants (Continues on p. 4)

15. Survival. This Contract shall be binding upon and inure to the benefit of the Buyer and Seller, their heirs, successors and assigns of Buyer and Seller.

16. Equal Housing Rights. Buyer acknowledges that he/she is a member of the Equal Housing Opportunity Act and is available to the public in any area specified by Buyer and which is available to the public.

17. Home, Pest and Environmental Inspection/Tests. Buyer agrees to a full and complete inspection of the Property and other improvements, to the extent of a full and complete inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

Buyer waives inspections under this section

Buyer elects the following inspection(s):

[Applicable Only If Checked]
 A HOME INSPECTION performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut determining whether or not the buildings and other improvements located on the Property are structurally sound and whether or not the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

- A TERMITE OR WOOD DESTROYING INSECT INSPECTION** performed by a licensed exterminator or inspection service licensed by the State of Connecticut and determining whether or not the buildings on the Property are infested by termites or wood-boring insects and whether or not the buildings on the Property are damaged as a result of such infestation.
- OTHER INSPECTIONS/TESTS** of the buildings located on the Property for asbestos; radon; mold; and _____ (other(s)), performed by a licensed inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

Buyer must arrange and pay for all inspections including any additional inspections. Buyer must give Seller written notice of any inspection that does not meet the requirements of the Inspection Contingency Clause on the pages of the inspection report, on or before _____ calendar days (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

The number of days the buyer has to perform the home inspection and submit a request for a request for repairs, if any.

Buyer must provide the relevant information.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth above, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 5 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right of inspection in writing. Check if Buyer elects to not have a lead test and have them initial.

WAIVER. By initialing here: _____, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: _____

18. **Riders.** The riders which are checked below are made part of this Contract.

Riders: Check off any riders that are applicable.

APPLICABLE ONLY IF CHECKED

RIDERS:

- Appraisal As Is Attorney Approval Combined Contingency Addendum Common Interest Community Rider Insulation(New Homes only) Perc/Pit Test Sale of Buyer's Residence Contingency (AKA Hubbard) Sale of Buyer's Residence Contingency (Under Contract) Short Sale Septic/Well TRID/CFPB Rider Other _____

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

19. Property Condition Disclosure Report. To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

20. Notices to Buyer. (a) Lists of Hazardous Waste Sites. Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) Lists of Properties where Shooting Sports Conducted. Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) Information Concerning Environmental Matters. Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) Educational Material Concerning Well Water Testing. If the Property is served by a private well, Buyer is notified that important educational material concerning _____ on the Department _____

21. Execution by Electronic Method. Buyer and Seller agree to execute this Contract, any amendments and riders hereto) via facsimile or electronic mail. Buyer and Seller may enter into this consent application. Buyer's consent application may be withdrawn. Buyer's withdrawal will not be effective until it is received into the Department of Energy and Environmental Protection, and retention of a copy of the application is required. Buyer and Seller agree to execute this Contract, any amendments and riders hereto) via facsimile or electronic mail. Buyer and Seller may enter into this consent application. Buyer's consent application may be withdrawn. Buyer's withdrawal will not be effective until it is received into the Department of Energy and Environmental Protection, and retention of a copy of the application is required.

Check and fill in Fax number (if applicable) and email which Buyer elects to use.

This is usually the Buyer's agent's information.

Check and fill in Fax number (if applicable) and email which Seller elects to use.

This is usually the listing agent's information.

Buyer elects to use:

Fax: Fax number is: _____

Email: Email address is: _____

Seller elects to use:

Fax: Fax number is: _____

Email: Email address is: _____

If any party changes its email address or fax number, it shall notify the other party of the new email address and/or fax number.

Broker(s): Fill in name of Brokerage firms that are involved, as printed on the license.

22. Broker(s). Buyer and Seller recognize _____ (firm name) and _____ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. Buyer and Seller need to sign and date bottom of page.

BUYER

SELLER

Date: _____

Date: _____



REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

1. Parties
Buyer

Name(s)

Address

Seller

Name(s)

Address

All buyers and sellers print their names and addresses where indicated.

Property address

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as _____, CT _____ ("Property").

Number Street Town Zip Code

3. Fixtures and Personal Property. Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale. Included as fixtures in this sale as part of the Property are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, including, if any, all blinds, window shades, screens, doors, door and window hardware, wood and gas stoves, storm windows, landscaping, awnings, shutters, electrical and lighting fixtures, door mirrors, pumps, mailboxes, plumbing fixtures, cabinetry, door and cabinet hardware, pool house and other outbuildings, mantels, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. No part of the purchase price below is assigned to any personal property or fixtures.

See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN):

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN):

4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

4. Price. The total purchase price is \$ _____

- (a) Buyer shall make the following deposit, by personal check, cashier's check or certified funds, subject to collection, upon receipt of this fully executed Contract, but no later than three (3) calendar days thereafter. Deposit to be applied to the total purchase price. If this deposit is not paid by Buyer by the stated time, Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder:
(b) Buyer will make the following additional deposit by cashier's check or certified funds on or before _____ calendar days after the date that this Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection:
(c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately:
(d) Seller will take back a purchase money note and mortgage as described in the attached rider:
(e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5:
(f) Buyer will pay the following balance at the closing by cashier's or certified check:
(g) TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing.

\$ _____

Buyer Initial _____ Date _____

Seller Initial _____ Date _____



Buyer and seller initial and date

5. **Mortgage Contingency.** N/A – No Mortgage, this is a Cash Transaction
 N/A – Mortgage Contingency Waived
 Mortgage Contingency (AS PROVIDED BELOW)

Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before _____ ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer including all conditions contained therein. Buyer will pay all application fees, points (not to exceed _____), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

(a) Amount \$ _____ (b) Maximum initial interest rate: _____ % per annum (c) Minimum term: _____ years

(d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

Conventional Fixed Rate Conventional Variable Rate CHFA FHA VA Other: _____

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.

Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, initial lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. **Deposit and Escrow of Deposits.** The deposit(s) payable under this Contract shall be made at the time(s) and in the manner specified in paragraph 4, payable to the listing Broker. If any deposit payable under this Contract is not paid by Buyer by the stated time, then Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by CHECK ONE listing Broker other _____ (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8th) day following the Mortgage Contingency Date.

Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement

In case of a dispute, the party holding the deposit shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon. If the party holding the deposit initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by the party holding the deposit (including, without limitation, attorneys' fees and court costs) shall be paid by the nonprevailing party.

7. **Closing.** The closing will take place on _____ (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. **Possession at Closing; Condition of Property; Risk of Loss.** At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing. In case of any loss or damage, when Seller has not restored the Property substantially to its former condition prior to closing, one of the following shall occur at Buyer's option: either (a) the Seller shall pay over or assign to the Buyer all sums recovered on account of said insurance upon Buyer's payment of the balance of the Purchase Price to Seller, or (b) the Buyer may terminate this Agreement and the deposits shall be refunded to the Buyer.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

9. Other Conditions. _____

10. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price: _____ .
Sewer and water liens will not be assumed by buyer unless specifically stated here:

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

11. Adjustments. Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. Default; Liquidated Damages; Remedies. If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

14. Assignability. Buyer may only assign its rights under this Contract by mutual written consent of both parties.

15. Survival. This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. Equal Housing Rights. Buyer acknowledges that he/she is aware of his/her right to be shown any home within his/her price range in any area specified by Buyer and which is available to the REALTOR® in the area in which he/she is licensed.

17. Home, Pest and Environmental Inspection/Tests. Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

Buyer waives inspections under this section

Buyer elects the following inspection(s):

[Applicable Only If Checked]

A HOME INSPECTION performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut determining whether or not the buildings and other improvements located on the Property are structurally sound and whether or not the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

Buyer Initial _____ Date _____

Seller Initial _____ Date _____



A TERMITE OR WOOD DESTROYING INSECT INSPECTION performed by a licensed exterminator or inspection service licensed by the State of Connecticut and determining whether or not the buildings on the Property are infested by termites or wood-boring insects and whether or not the buildings on the Property are damaged as a result of such infestation.

OTHER INSPECTIONS/TESTS of the buildings located on the Property for asbestos; radon; mold; and _____ (other(s)), performed by a licensed inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

Buyer must arrange and pay for all inspections including any additional inspections recommended by the inspector. Buyer must give Seller written notice of any inspection that does not meet the standards set forth above together with a copy of the relevant pages of the inspection report, on or before _____ calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth above, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 5 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right by completing the WAIVER below (if applicable, Buyer executed HUD notice on lead-based substances, attached).

WAIVER. By initialing here: _____, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: _____

18. Riders. The riders which are checked below and which are attached to the Contract are made part of this Contract.

APPLICABLE ONLY IF CHECKED

RIDERS:

Appraisal As Is Attorney Approval Combined Contingency Addendum Common Interest Community Rider
 Insulation (New Homes only) Perc/Pit Test Sale of Buyer's Residence Contingency (AKA Hubbard)
 Sale of Buyer's Residence Contingency (Under Contract) Short Sale Septic/Well TRID/CFPB Rider
 Other _____

Buyer Initial _____ Date _____ Seller Initial _____ Date _____



19. Property Condition Disclosure Report. To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

20. Notices to Buyer. (a) **Lists of Hazardous Waste Sites.** Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) **Lists of Properties where Shooting Sports Conducted.** Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) **Information Concerning Environmental Matters.** Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) **Educational Material Concerning Well Water Testing.** If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

21. Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:

Fax: Fax number is: _____

Email: Email address is: _____

Seller elects to use:

Fax: Fax number is: _____

Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

22. Broker(s). Buyer and Seller recognize _____ (firm name) and _____ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

BUYER

SELLER

Date: _____

Date: _____



STANDARD FORM REAL ESTATE CONTRACT

NOTICE: THIS CONTRACT CONSTITUTES A LEGALLY BINDING CONTRACT FOR THE PURCHASE AND SALE OF RESIDENTIAL PROPERTY. IF YOU DO NOT UNDERSTAND OR AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH IN THIS CONTRACT, YOU SHOULD CONSULT WITH A LICENSED ATTORNEY OF YOUR CHOICE PRIOR TO SIGNING THIS DOCUMENT. NO PROVISIONS OF THIS CONTRACT ARE FIXED BY LAW AND ALL TERMS AND CONDITIONS ARE SUBJECT TO NEGOTIATION PRIOR TO EXECUTION.

THIS AGREEMENT for the purchase and sale of the real property described below (the "Property"), is upon the following terms and conditions:

Buyers & Sellers names and addresses.

1. Seller(s): _____

Address: _____

2. Buyer(s): _____

Address: _____

3. Real Property Address: _____

Property address

4. Personal Property, if any, to be included: _____

To be excluded: _____

5. Purchase Price

Payable as Follows:

- (a) By Initial Deposit paid upon execution of this Contract (a) \$ _____
- (b) By Additional Deposit to be paid on or before _____ (b) \$ _____
- (c) By proceeds of a Bank, Institutional or Purchase Money Mortgage Loan which proceeds shall be immediately available to Seller at a local bank (c) \$ _____
- (d) Balance to be delivered at closing in cash, certified check or official bank check the proceeds of which shall be immediately available to Seller at a local bank (d) \$ _____

TOTAL PURCHASE PRICE \$ _____
Sum of (a) + (b) + (c) + (d)

6. Mortgage Financing Contingency: (NOT APPLICABLE UNLESS FILLED IN)

Third Party Mortgage Purchase Money Mortgage _____

Mortgage info

- (a) Mortgage Loan Amount at Prevailing Interest Rate: \$ _____
- (b) Term of Mortgage: (Years) _____
- (c) Written Loan Commitment to be obtained by _____
Month/Day/Year

If filled in, Paragraph 23 is automatically made a part of this Contract.

7. Closing Date: _____ **Closing date**

_____ at Seller's attorney's office, or at Mortgage Lender's office in _____ County, if required.

Month/Day/Year

8. Attorneys' Review. This Contract is subject to review by the attorneys representing the Buyer and Seller. Based upon his/her attorney's review, either party may cancel this contract by written notice to the other party given not later than five (5) business days after such party receives a fully executed counterpart of this Contract. Upon cancellation, the Deposit shall be returned to the Buyer.

Buyer Initials _____

Seller Initials _____

66 ✓

9. Inspection Contingency: The inspections checked below shall be completed not later than: ("Inspection Completion Date") _____
 . The "Title Search Completion Date" shall be no later than ten (10) business days after the "Inspection Completion Date."

	YES	WAIVED		YES	WAIVED		YES	WAIVED
Building/Mechanical	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	<input type="checkbox"/>	Oil Tank	<input type="checkbox"/>	<input type="checkbox"/>
Termite/Other Insects	<input type="checkbox"/>	<input type="checkbox"/>	Well/Organic Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	Lead	<input type="checkbox"/>	<input type="checkbox"/>
Septic	<input type="checkbox"/>	<input type="checkbox"/>	Radon-Air/Water	<input type="checkbox"/>	<input type="checkbox"/>	Asbestos	<input type="checkbox"/>	<input type="checkbox"/>
Title Search	<input type="checkbox"/>	<input type="checkbox"/>						

If filled in, Paragraph 24 is Automatically made a part of this Contract.

Check appropriate boxes.

10. Residential Condition Report: Buyer acknowledges receipt of Seller's Residential Condition Report (copy attached). Seller shall credit Buyer at closing with \$500.00, if Seller fails to furnish a written Residential Condition Report as required by Sections 20-327 b-e, of the Connecticut General Statutes, inclusive. Buyer's Initials _____

11. Lead Disclosure: Buyer acknowledges receipt of a Lead Information Booklet and Disclosure and Acknowledgement Form re: Lead Based Paint as required by Federal EPA HUD Disclosure Regulations (copy attached). Buyer's Initials _____

"STATEMENT RE: LEAD BASED PAINT. The parties acknowledge that dwelling units constructed prior to 1978 are likely to contain lead-based paint which could create a health hazard. In the event the Property which is the subject of this Agreement consists of or contains a residential unit built before 1978, the parties agree that a precondition to the validity of this Agreement is that each party has received, reviewed, signed and annexed hereto a completed Disclosure and Acknowledgment Form re: Lead-Based Paint as required by federal EPA/HUD disclosure regulations."

12. Possession and Occupancy, Acceptance of Deed: The Buyer shall have exclusive possession and occupancy of the Property in a broom clean condition on the Closing Date. Delivery and acceptance of the Deed shall constitute full compliance by the Seller with the terms of this Contract except for any warranties contained in the Deed and other obligations specifically set forth in this Contract to be performed after the delivery of the Deed or which survive delivery of the Deed.

13. Additional Paragraphs: Unless crossed out, the following Paragraphs 16 through 29 are hereby made a part of this Contract.

14. Additional Terms and/or seller concessions): _____

15. Riders Attached: _____

16. Warranty Deed, Marketable Title: (a) Seller shall convey to Buyer good and marketable fee simple title to the Property by Connecticut form Warranty Deed, (or Fiduciary Deed if Seller is a fiduciary) (the "Deed"), free and clear of all encumbrances except the following permitted encumbrances, so long as the permitted encumbrances do not prohibit the residential use of the Property or otherwise render title to the Property unmarketable (i) any and all provisions of any ordinance, municipal regulation or public or private law; (ii) restrictive covenants and easements of record; (iii) any facts which an accurate survey or physical inspection of the Property would reveal; (iv) taxes and municipal assessments due and payable after the Closing. (b) If the Seller is unable to convey title conforming to the requirements of (a) above, then the Seller shall be allowed to postpone the Closing for up to the earlier of thirty days or the expiration date of the Buyer's mortgage loan commitment ("Postponement Period") within which to cure the title defects. If, at the expiration of the Postponement Period, the Seller is still unable to convey title conforming to (a) above, Buyer may, by written notice to the Seller, reject such defective title, whereupon the Seller shall remit to the Buyer the Deposit together with any expenses incurred by Buyer for title examination (not to exceed \$250) and this Contract shall be terminated. The marketability of title shall be determined in accordance with the Standards of Title of the Connecticut Bar Association. (c) The Property shall be conveyed free of any violations of any governmental rules, regulations or limitations or private restrictive covenants or easements. In the event Seller cannot deliver the Property to the Buyer at Closing, free of violations as aforesaid, Buyer may, by written notice, by certified mail, facsimile or hand delivery to the Seller, or Seller's Attorney, terminate this Contract because of such violations, whereupon Seller shall return to the Buyer the Deposit together with any expenses incurred by the Buyer for title examination (not to exceed \$250.00).

17. Condition of Premises: (a) The Buyer represents that he has inspected the Property, is satisfied with the physical condition thereof and agrees to accept the Property in its present condition, "as is", subject to reasonable wear and tear to the Closing Date. The Buyer represents that neither Seller nor any representative of the Seller has made any representation or warranty as to the Property on which Buyer has relied in entering into this Contract except as expressly set forth in this Contract. The Seller agrees to deliver the Property to the Buyer on the Closing Date in substantially the same condition as exists on the date of this Contract, reasonable wear and tear excepted, and the Buyer agrees to accept the Property in such condition subject to satisfaction of the Inspection Contingency; (b) The grounds shall be maintained by the Seller until the Closing Date including lawn mowing, leaf raking and snow and ice removal from walks and driveways; (c) Seller shall remove all

Buyer Initials _____ Seller Initials _____

personal property not included in the sale and shall deliver to the Buyer all keys available to the Seller; (d) The Buyer shall have the right to inspect the Property prior to the Closing at a time mutually agreed upon to confirm that the condition of the Property conforms to the requirements of this Contract.

18.Risk of Loss, Damage: The risk of loss or damage by fire or other casualty to the Property until the Closing Date is assumed by the Seller. In the event of loss or damage occurring prior to the delivery of the Deed, Seller shall repair and restore the Property prior to the Closing Date, or, may delay the closing at his option for up to the earlier of thirty (30) days from the date of such loss or damage or the date Buyer’s mortgage loan commitment expires (“Delay Period”) in order to complete restoration or repairs. If at the expiration of the Delay Period the Seller has failed to repair or restore the Property to its condition prior to the loss or damage, the Buyer shall have the option of: (a) Terminating this Contract, in which event the Deposit together with any amounts actually expended by the Buyer for the examination of title (not to exceed \$250.00) shall be remitted to the Buyer and thereupon the parties shall have no further rights and obligations under this Contract; or (b) Closing title by accepting the Deed conveying the Property in accordance with all of the other provisions of this Contract and receiving the benefit of any insurance policies or funds paid or recoverable on account of such loss or damage, less any sums actually expended by the Seller for restoration or repairs. The Seller shall not be responsible for loss or damage to trees or other plantings due to natural causes provided such loss or damages does not exceed \$250.

19.Escrow of Deposit: The Initial Deposit and Additional Deposit (collectively the “Deposit”) shall be paid not later than the date(s) specified in Paragraph 5. Seller’s attorney, as escrow agent, shall hold the Deposit in a non-interest bearing account until Closing or prior termination of this Contract. The Deposit shall be paid to the Seller at Closing. In the event of termination prior to Closing, the escrow agent shall (a) retain the Deposit in escrow until directed to disburse the Deposit by mutual agreement of the parties or by court order; or (b) commence an interpleader action and pay the Deposit into court whereupon the escrow agent shall be relieved of all further obligation. In the event that the Additional Deposit is not paid when due, Seller may give written notice of such failure to Buyer by certified mail, facsimile or hand delivery and if such Additional Deposit is not paid within five (5) days thereafter, this Contract shall be deemed terminated for Buyer’s default and the Initial Deposit shall be delivered to and retained by the Seller as liquidated damages, and thereupon, the parties shall be relieved of all further liability hereunder except as otherwise specifically set forth herein. The escrow agent shall not be liable for any error of judgment, or for any act performed or omitted in good faith, or for any mistake of law.

20.Default, Liquidated Damages: If Buyer defaults under this Contract after the Deposit has been paid, the Deposit shall be remitted to and retained by Seller as liquidated damages, and thereupon, the parties shall be relieved of all further liability under this Contract except as otherwise specifically set forth herein. In the event that legal action is commenced to enforce any provision of this Contract, the prevailing party shall be entitled to reimbursement of court costs and attorneys fees incurred therein.

21.Adjustments at Closing: Property taxes, utilities, municipal assessments and use charges, rents, district taxes, association charges, and other charges customarily adjusted at closings in accordance with the custom of the Bar Association for the town wherein the Property is located, will be prorated as of the Closing Date. The Buyer shall reimburse the Seller at Closing for any fuel stored on the Property. Property taxes will be adjusted on a uniform fiscal year basis. Installments payable on sewer and other municipal lien assessments after the Closing will be assumed by the Buyer. Seller shall deliver to Buyer at closing checks sufficient to satisfy state and local conveyance taxes.

22.Personal Property: Unless excluded in Paragraph 4, the Personal Property included in the sale shall consist of the following: screens, storm windows, TV antenna, venetian blinds, curtain rods and fixtures, wall to wall carpeting, awnings, shades, automatic hot water heater, plumbing, heating and lighting and electrical fixtures (except portable heaters, rented water heaters and lamps), shrubbery, plants and all other fixtures now located on the Property and the personal property listed in Paragraph 4.

23.Mortgage Financing Contingency: Third Party Mortgage. The Buyer’s obligations hereunder are contingent upon Buyer obtaining a written commitment from a bank or institutional lender for a mortgage loan satisfying the specifications set forth in Paragraph 6(a), (b) and (c) and upon such other terms and conditions as are standard for similar loan commitments. Buyer agrees to apply for such financing immediately and to pursue such application with diligence. If Buyer is unable to secure such a commitment by the date set forth in Paragraph 6(c), and so notifies the Seller or the Seller’s Attorney in writing, by certified mail, facsimile or hand delivery, on or before such date, this Contract shall be terminated by such notice and the Deposit shall be returned to Buyer. Absent such Notice, this contingency shall be deemed satisfied and this Contract shall continue in full force and effect.

Purchase Money Mortgage. A Purchase Money Note and a Purchase Money Mortgage as described on the attached Rider shall be executed and delivered by the Buyer to the Seller at Closing.

24.Inspection Contingency: Buyer acting by representatives of Buyer’s choice shall complete the inspections, tests, assessments and title search of the Property as designated in Paragraph 9 prior to the “Inspection Completion Date” or the “Title Search Completion Date”, as the case may be. If, based upon such inspections, tests, assessments and title search, Buyer is not reasonably satisfied with the title or physical condition of the Property and so notifies the Seller or the Seller’s Attorney in writing, by certified mail, facsimile or hand delivery, not later than two business days after the “Inspection Completion Date,” or the “Title Search Completion Date,” as the case may be, this Contract shall be deemed terminated by such Notice and the Deposit shall be returned to the Buyer. Absent timely notice hereunder, terminating this Contract, this contingency shall be deemed satisfied and this Contract shall continue in full force and effect.

Buyer Initials _____

Seller Initials _____

25. Title Insurance Affidavit: Seller agrees to execute and deliver to the Buyer at the Closing of Title an affidavit acceptable to the Buyer's title insurer confirming the non-existence of (i) mechanics' or material men's liens, (ii) tenants' rights in or to the Property, (iii) security interests in personal property or fixtures included in the sale, and (iv) confirming information required to provide the Buyer's mortgage lender with survey coverage, including updating an existing survey, if any.

26. Condominium/Common Interest Community: If the Property is in a Condominium or Common Interest Community, Seller shall deliver to the Buyer a Resale Certificate and other documents as required by Section 47-270 of the Connecticut General Statutes.

27. Buyer's Lien: The Deposit and Buyer's reasonable expenses actually incurred for title examination to the Property are hereby made liens on the Property, but such liens shall not continue after a default by the Buyer.

28. Entire Agreement; Binding Effect: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those set forth herein. All changes, additions or deletions to this Contract must be in writing and signed by all parties. This Contract is non-assignable and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

29. Seller's Agent: _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> License Number: _____ Agent's Firm: _____ Address: _____ Seller's Attorney _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> Attorney's Email: _____ Address: _____	Buyer's Agent: _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> License Number: _____ Agent's Firm: _____ Address: _____ Buyer's Attorney _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: -10px;"> Name Telephone </div> Attorney's Email: _____ Address: _____
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Info from all agents and attorneys.

Check box only if Listing Agent is acting as a Dual Agent Selling Agent is Buyer's Agent Authorized Sub-Agent
 Buyer and Seller represent that no other Agent or Broker was the procuring cause of the transaction contemplated by this Contract.

_____	_____	_____	_____
Buyer's Signature	Date	Buyer's Signature	Date
_____	_____	_____	_____
Seller's Signature	Date	Seller's Signature	Date

Buyer and seller signatures.

**Dual Agency/Designated Agency
Disclosure Notice and Consent Agreement**
Given to **Persons Represented by the Same Brokerage Firm**

Brokerage Firm: _____

Property Address: _____

Buyer (Tenant): _____

Seller (Landlord): _____

Full name of the brokerage firm.

Address of the property
per the town card and
deed.

Full name of the buyer or tenant.

Full name of the seller(s) or
landlord(s) per the town card
and deed.

The Brokerage Firm has entered into a **written agency relationship** with both Buyer and Seller (or Tenant and Landlord). Buyer (Tenant) is now interested in buying (leasing) Seller's (Landlord's) Property. If this transaction proceeds, the Brokerage Firm will be a **dual agent**, since Brokerage Firm represents both parties. Connecticut law allows the Brokerage Firm to be a dual agent, but only after both Buyer and Seller (or Tenant and Landlord) understand what dual agency is and consent to it.

Connecticut law also allows Brokerage Firms that are dual agents to appoint individual **designated agents** within their firm to solely represent Buyer and Seller (or Tenant and Landlord); again, this designation can only be made after both Buyer and Seller(or Tenant and Landlord) understand what designated agency is and consent to it.

Both Buyer and Seller (or Tenant and Landlord) are free to seek legal and tax advice with regard to this transaction, and with regard to all documents signed in connection with this transaction.

Understanding Dual Agency

Dual Agency means that the Brokerage Firm, and all the brokers and salespersons for the firm (unless designated agency is chosen) act in a fiduciary capacity for both Buyer and Seller (or Tenant and Landlord). In Dual Agency, the Brokerage Firm does not represent either the Buyer or Seller (or Tenant or Landlord) exclusively, and the parties cannot expect the Brokerage Firm's undivided loyalty.

The Brokerage Firm may not disclose to either the Buyer or Seller (or Tenant or Landlord) any personal, financial, or confidential information to the other party except as authorized by either party or required by law. The Brokerage Firm may not disclose, unless otherwise instructed by the respective party:

- to Buyer (Tenant) that Seller (Landlord) will accept less than the asking or listed price
- to the Seller (Landlord) that the Buyer (Tenant) can pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed to do so in writing by the Buyer (Tenant);
- the motivation of either Buyer or Seller (or Tenant or Landlord) for selling, buying, leasing the Property; and that
- that Buyer or Seller will agree to financing terms other than those offered.

Dual Agency Consent

Buyer and Seller (or Landlord and Tenant) understand dual agency and consent to the Brokerage Firm acting as a dual agent in this transaction.

Understanding Designated Agency

Designated Agency means the appointment by the Brokerage Firm of one broker or salesperson (referred to as agent) affiliated with or employed by the Brokerage Firm to solely represent Buyer (Tenant) as a Designated Buyer's Agent and appoint another to solely represent Seller (Landlord) as a Designated Seller's Agent in this transaction.

A Designated Buyer's Agent and Designated Seller's Agent owe the party for whom they have been appointed undivided fiduciary obligations, such as loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability. **The Designated Agent is not deemed to be a Dual Agent**, and thus does not owe fiduciary duties to the other party. A designated agent may use confidential information obtained about the other party while a designated agent for the benefit of the party for whom they have been appointed, however, information obtained before the designation is still confidential. In the case of Designated Agency, the Brokerage Firm is still considered a Dual Agent.

Appointment of Designated Agents

Buyer and Seller (or Landlord and Tenant) understand designated agency and have agreed to the appointment of designated agents.

If designated agency has been agreed to, the following designated agents have been appointed:

_____ has been designated to solely represent Buyer (Tenant) as a Designated Buyer Agent.

_____ has been designated to solely represent Seller (Landlord) as a Designated Seller Agent.

Appointing broker/authorized agent: _____ Date: _____

Full name of the respective agent for the buyer(s) or tenants(s).

Full name of the respective agent for the seller(s) or landlord(s).

Acknowledgment of Buyer (Tenant)

Acknowledgment of Seller (Landlord)

_____	_____
Signature(s)	Date
_____	_____
_____	_____
Print Name(s)	

_____	_____
Signature(s)	Date
_____	_____
_____	_____
Print Name(s)	

The buyer(s)/tenant(s) sign and date then on the next set of double lines type or print their names.

The seller(s)/landlord(s) sign and date then on the next set of double lines type or print their names.

RE/MAX Right Choice Reference Guide

Title X – Federal Lead-Based Paint Notice Regulations

Q: What is considered to be "target housing" under the Regulations?

A: The "target housing" under the Regulations is defined as any housing constructed prior to 1978, but there are exclusions. Exclusions include leases for less than 100 days, housing for the elderly and handicapped (unless a child under age 6 resides or is expected to reside in such housing), zero bedroom housing (efficiency or studio apartment, dormitory housing, etc.), and foreclosure sales. Also excluded under the Regulations is rental housing which has been certified "lead-free" by a certified inspector.

Q: Does a seller have to check their house for lead before attempting to sell it?

A: No, but the seller must give potential buyers a ten day opportunity to have a test performed.

Q: May a seller refuse to permit a buyer to test for lead-based paint or lead-based paint hazards, or may the seller condition acceptance of an offer on the buyer waiving the right to test?

A: No, the right to test is contained in federal law, and a seller may not refuse a buyer the right to test or condition the acceptance of an offer on a waiver of the right.

Smoke and Carbon Monoxide Detector Affidavit Law

Q: Who has the duty to explain to the Seller the liability of providing the Buyer with a signed affidavit versus the \$250 credit?

A: The Closing Attorneys.

Q: I am representing a bank which is selling property it acquired in a foreclosure. Must the bank provide an affidavit?

A: Yes. There is no exemption for REO properties.

Q: Are persons holding a power of attorney exempt?

A: No.

Q: Are executors, administrators, conservators and trustees exempt?

A: Yes.

Escrow Deposits

Q: When may an Escrow deposit be released for a terminated transaction?

A: Deposits may only be released by agreement of the parties or order of the court. Under no circumstances should deposit monies be released without either the agreement of both parties or an order of the court indicating to whom the deposit monies should be paid. The mere request of the seller, buyer, or an attorney representing either the seller or the buyer, as to the disposition of the deposit monies should never be acted upon without the agreement of the other party or either his or her attorney. According to an Appellate Court ruling, the attorney for a party may grant permission for the release of escrow monies.

Who needs to complete the Residential Property Condition Disclosure

- Sellers of Residential Property—regardless if they have occupied the property or not
- Sellers of Commercial Mixed-Use Property—only on residential units
- Power of Attorneys
- Relocation Companies—if they have taken title to the property

Who is exempt from completing the Residential Property Condition Disclosure

- Sellers of Commercial Property—except for Mixed-Use property with residential units
- Banks
- Executors
- Administrators
- Conservators
- Trustees
- Sellers Selling Raw Land

Fair Housing—Federal and State Protected Classes

Federal Protected Classes

- Race
- Color
- National Origin
- Sex
- Religion
- Familial Status
- Disability

Additional CT Protected Classes:

- Ancestry
- Marital Status
- Sexual Orientation
- Age (Except minors)
- Lawful Source of Income
- Gender Identity or Expression
- Status as a Veteran

Real Estate Brokers and Salespersons — Qualification Standards for Rentals

- Review owner's qualification standards to determine if any violate the fair housing laws.
- Do not agree to represent owner who insists on illegal qualification standards.
- Ask that all qualification standards be in writing and available to give to applicants.
- Be sure that any qualification standards include a statement on reasonable accommodations and how to request a reasonable accommodation.
- Discuss with the owner who will decide when a reasonable accommodation is requested.

Agency Relationship

A licensee may conduct preliminary activities for a buyer before a written buyer representation agreement is entered into, given the following guidelines are met.

Before a licensee works with the buyer, the licensee should: (i) ask whether the buyer is currently being represented by another real estate firm; (ii) explain the real estate firm's office policy on the various agency, dual agency, designated agency, and customer relationships that the licensee could potentially have with the buyer; and (iii) specifically tell the buyer not to provide confidential information unless and until the buyer and licensee have entered into an agency relationship.

The licensee can do the following for a buyer, without entering into a written buyer agency agreement: (i) give the buyer property information; (ii) give the buyer information on the licensee's firm; or (iii) give the buyer information on mortgage rates and lending institutions.

The licensee cannot do the following for a buyer, unless either (1) a written buyer agency agreement is entered into, or (2) the licensee is going to represent the seller and has presented the buyer with the form Agency Disclosure Notice (given to Unrepresented Persons) stating that the licensee represents the seller (and for cooperating sales, obtains the seller's consent to subagency): (i) ask the buyer to disclose confidential information (including information about the buyer's financial status, reasons for purchasing, etc.); (ii) express an opinion on or give advice about particular real estate (note that a licensee representing the seller should be cautious expressing an opinion or giving advice); (iii) physically show the buyer in-house listings; (iv) physically show the buyer property listed with another firm; or (v) discuss an offer with the buyer; or (v) engage in any verbal or written negotiations on the buyer's behalf concerning the price or any terms or conditions of the purchase.

Q: What if someone refuses to sign the Unrepresented Persons Form?

A: On the signature line, write that they refused to sign. Sign your name and date it.

Q: When should Dual or Designated Agency Disclosure Notices be signed?

A: Either the Dual Agency/Designated Agency Disclosure Notice and Consent Agreement or the Dual Agency Consent Agreement may be generically signed by the seller at the time a listing agreement is entered into, identifying the buyer as "all buyers that the licensee now represents or may represent in the future." Similarly, either form may be generically signed by the buyer at the time the buyer agency agreement is entered into, identifying the seller as "all sellers that the licensee now represents or may represent in the future" and the property as "all property currently listed with the licensee or listed with the licensee in the future." Before a specific buyer-client makes an offer on a specific seller-client's property, both the buyer and seller must execute a specific Dual Agency/Designated Agency Disclosure Notice and Consent Agreement or Dual Agency Consent Agreement listing the proper parties and property.

State Conveyance Tax Calculations

The state tax is 0.75% of (1) the first \$800,000 of the sale price of a residential dwelling (i.e., single family home or condominiums); (2) the full sales price of residential property other than residential dwellings (e.g., apartment buildings) and unimproved land (including farm, forest, and open space land); and (3) the amount of unpaid mortgage and interest on a property conveyed to a financial institution by a delinquent mortgagor.

Table 1: State Conveyance Tax Rates by Property Type	State Rate
Unimproved land	0.75%
Residential Dwelling (portion < \$800,000)	
Other Residential Property	
Property conveyed by a delinquent mortgagor	
Nonresidential property (other than unimproved land)	1.25%
Residential dwelling (portion > \$800,000)	

A 1.25% rate applies to (1) sales of nonresidential property other than unimproved land and (2) any portion of the sales price of a residential dwelling that exceeds \$800,000. Table 1 lists the state tax rates by property type.

Berlin- \$350,000 Sale x .0075 (.75%)= 2,625

Easton- \$1,050,000 Sale (Calculation Below)

\$800,000 x .0075 (.75%)= \$6,000

\$250,000 x 1.25 (1.25%)= \$3,125

Total \$9,125

Municipal Conveyance Tax Calculations

The municipal tax can range from 0.25% to 0.5%, depending on the municipality in which the property is located. The base rate is 0.25% for all the municipalities, plus an additional tax of up to 0.25% in 19 eligible municipalities that choose to impose on the increased rate. Table 2 lists these 19 municipalities, which comprise the 18 "targeted investment communities" and a municipality with a manufacturing plant that qualifies for enterprise zone benefits (i.e., Bloomfield).

Table 2: Local Option Conveyance Tax

Eligible Municipalities

Bloomfield, Bridgeport, Bristol, E Hartford, Groton, Hamden, Hartford, Meriden, Middletown, New Britain, New Haven, New London, Norwalk, Norwich, Southington, Stamford, Thomaston, Waterbury, Windham

Security Deposits

Q: What is a security deposit?

A: Under Connecticut law, a security deposit is any advance payment made by a tenant which exceeds the first month's rent, regardless of whether the landlord requests it from the tenant or the tenant offers it to the landlord. It does not matter whether the advanced payment is called a "last month's rent", "pet deposit", etc. Whatever money a landlord receives from a tenant exceeding the first month's rent, is deemed a security deposit under Connecticut law. This is still true whether the money is collected before the lease begins or during the term of the tenancy.

Q: Are there limitations on the amount of the security deposit which a landlord may take?

A: Yes. If the tenant is age 62 or older, a landlord may only hold one month's worth of rent as a security deposit. In all other cases, a landlord may only hold two months' worth of rent as a security deposit.

Q: May a landlord ask for and receive an additional security deposit for pets?

A: No, not in addition to the limitations on security deposit amounts detailed above and restated here: whether the deposit is called a "pet deposit" or "last month" rent, it is considered a "security deposit."

Q: Must interest be paid on a security deposit?

A: Yes.

MLS Listing Types

	Traditional Listing	Coming Soon	Delayed Listing	Withhold
When is listing submitted to MLS?	Within 48 hours of signed Listing Agreement	Within 48 hours of signed Listing Agreement	On Go Active date	Within 48 hours of signed Listing Agreement ²
When is public marketing allowed?	As soon as the listing is Active on MLS	As soon as it is entered on MLS as Coming Soon (except for tours/open houses) ¹	Not until Go Active date	At the discretion of the listing agent and the seller
When can a showing be scheduled?	As soon as the listing is Active on MLS	As soon as it is entered on MLS as Coming Soon (but only for the Go Active date or later)	Not until Go Active date	Not through MLS
When are showings allowed?	As soon as the listing is Active on MLS	Not until Go Active date or later	Not until Go Active date or later	Not through MLS
Can the Go Active date be adjusted?	n/a	Cannot be shortened; can be extended, but not to exceed 14 total days as a Coming Soon listing	Yes- as many times as necessary up and until the listing is submitted to the MLS	At seller's instruction, Go Active Date can be after 30 days (minimum) from Listing Agreement execution
Days on Market (DOM) Calculation (aka Market Time)	As soon as the listing is Active on MLS	Days on Market start on the Go Active Date	Days on Market start on the Go Active Date	Days on Market starts upon executed agreement
What paperwork is required?	Listing Agreement or Listing Agreement Compliance Certification must be loaded to Supplements as a Private Document	Listing Agreement or Listing Agreement Compliance Certification must be loaded to Supplements as a Private Document and Coming Soon Addendum loaded as Coming Soon Supplement	Listing Agreement or Listing Agreement Compliance Certification and Delayed Listing Form (if delayed information is not in Listing Agreement) must each be loaded to Supplements as a Private Document	Withhold from MLS form must be submitted to SmartMLS within 48 hours of listing agreement execution; Sellers Instruction to File Listing with SmartMLS is required if seller decides to submit listing to the MLS
Who should sign?	N/A No additional form	Listing Agent and Seller(s)/Lessor(s)	Listing Agent and Seller(s)/Lessor(s)	Listing Agent & Broker/Manager and Seller(s)/Lessor(s)

¹For Coming Soon listings, all public marketing with the exception of tours and/or open houses is permitted as soon as the listing is entered on the MLS in the Coming Soon status. As is the case with showings, Tours and Open Houses cannot occur during the Coming Soon period- they can only occur once the listing is Active on the MLS.

²The listing must be entered into Matrix as a Withhold from MLS listing and the Listing Agreement/Listing Agreement Compliance Certification and the Instruction to Withhold form uploaded within 48 hours of the executed listing agreement. If the seller decides they want their withheld listing activated on the MLS (so all SmartMLS subscribers and their clients can see it), it has to be after a minimum of 30 days being withheld. Market Time will accrue during the time the listing was withheld.