

FORMATTING CHANGES ONLY for 2020 MAR forms:

The following forms will include formatting changes only to include some combination of the following:

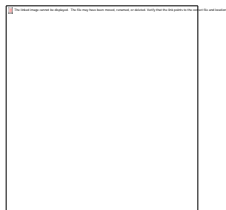
- add to the top of the form: for property located at: _____
 - additional space or lines for four buyers and/or four sellers
 - buyers on left, sellers on right (for signatures and initials)
-
- Addendum to Agreement: AD1-10
 - Authorization to Release Information: ATRI
 - Back-Up Addendum: BUOA
 - Buyer Agreement Addendum (Extension): BAAE
 - Condominium Addendum (Receipt of Public Offering Statement): CARPOS
 - Condominium Addendum Resales: CONDO
 - Counter Offer Addendum: COUNTER
 - Earnest Money: Authorization for Release of Earnest Money Deposit: EMARD
 - Earnest Money: Notice of Demand for Earnest Money Deposit: EMDEMD
 - Earnest Money: Notice of Decision to Release Earnest Money Deposit (Disputed): EMNDRD
 - Earnest Money: Notice of Decision to Release Earnest Money Deposit (Undisputed): EMNEMD
 - Earnest Money: Notice on Dispute on Release of Earnest Money Deposit: EMNRMD
 - Extension Addendum: EXAD
 - Lead Paint Disclosure/Addendum: LEAD
 - Mobile Home/Home on Leased Land Addendum: MOBILE
 - Multifamily / Rental Property Addendum: MULTI
 - New Construction Addendum: NEWC
 - Possession After Closing Addendum: PAC
 - Possession Prior to Closing Addendum: PPC
 - Sale of Land Addendum: LAND
 - Seller's Purchase/Lease of Property Addendum: SPLPA
 - Short Sale Addendum: SSA
 - Short Sale Counteroffer Addendum: SSCA
 - Seller Transaction Broker Agreement: STBA
 - Termination of Purchase and Sale Agreement: TPSA
 - Three-Day Notice for Receipt of Loan Commitment: TDNRCL

Maine Association of REALTORS®

Residential Property Transaction Booklet An Informational Guide

---Includes ---

Property Transaction Questions & Answers
List of Professional Associations and Government Agencies



PROPERTY TRANSACTION QUESTIONS AND ANSWERS

The purchase of property is a very significant act for many people. You have taken an important step by contacting a REALTOR® to be your licensee in the transaction. The relationship between buyer and real estate licensee is more satisfying if all parties understand the scope of the responsibilities of each in the transaction.

Your REALTOR® will be assisting you in many ways during the course of your real estate transaction. One of the ways your REALTOR® will help you is by directing you to information sources and specialized professionals who are especially equipped to answer certain questions, perform certain tasks or handle certain aspects of the transaction. During your real estate transaction, you should NEVER arrange for a wire transfer, cut a check, or fill out anything requesting your personal information without speaking to the real estate professional personally by TELEPHONE (on a phone number not in the email) or IN PERSON first. Some issues are also the buyer's or seller's responsibility. To avoid misunderstandings, and to make sure you have adequate information so that you know what to expect, the following questions and answers cover some common issues regarding the responsibilities of the seller, the buyer, the real estate professional and other appropriate professionals.

DISCLOSURE RESPONSIBILITIES

First and foremost, buyers, sellers and licensees have an obligation to deal honestly with each other.

Every property has defects; some small and some large, some obvious and some not so obvious. Some sellers have lived with a defect that they view as unimportant but it may be important to the buyer. This section deals with what must be disclosed and the format in which it must be disclosed.

Question 1: What must a seller disclose about the property?

Answer: A seller must disclose known material defects about the property. Typically, a seller would make these disclosures on a Property Disclosure Form. In virtually all cases, a buyer will discover any problems once the buyer occupies the property. By disclosing all problems up front, the seller can avoid the surprise that many times provokes a lawsuit.

Question 2: What is the Property Disclosure Form?

Answer: Among other things, a Property Disclosure Form asks the seller to list whether or not the various features are in operating condition. It allows a seller to state whether the seller is aware of a variety of common issues such as environmental hazards and other matters that might affect the property. Adding "as is" does not exempt a seller from disclosing known material defects about the property.

Question 3: Must the seller correct the defects in the property?

Answer: No, the seller has no obligation to correct defects, known or discovered unless the seller has agreed to do so in writing. Any correction of the defects is a matter of negotiation as part of the Purchase & and Sale Agreement.

Question 4: What are the buyer's responsibilities in the transaction?

Answer: A buyer must take an active role in the transaction. Rather than passively waiting for the seller to volunteer information, a buyer has an obligation to inspect the property and ask questions. All real property and improvements contain defects and conditions which are not readily apparent and which may affect the value or desirability of the property. The buyer should review the Property Disclosure Form with a particular eye to questions answered "unknown" or left unanswered. Keep in mind, the buyer should not rely on the licensee to verify any statements by the seller. Because conditions and defects are often difficult to locate and discover, all buyers should obtain independent inspections by appropriate professionals to ascertain facts important to him or her.

Question 5: What obligation does a buyer have to investigate facts regarding the property?

Answer: The buyer should request any information important to the buyer that could affect the property's value or desirability. Since neither the seller nor the licensees are always aware of a buyer's particular needs, the buyer must request information in areas of interest or importance to the buyer. Some information will be disclosed as a matter of course, but the buyer should at least take responsibility to assure that all important issues are verified and addressed. At the very least, if an issue is not addressed in disclosure documents or other reports, the buyer should affirmatively raise it. One way for a buyer who has employed the services of a buyer's agent to inquire about these issues is to write a list of any such concerns and give the list to the buyer's agent. The agent may not have the information, in which case the agent may direct the buyer to a source or the appropriate professional who can provide the information through inspections or other means. If the buyer never raises an issue, the agent will assume that the disclosure documents cover areas of concern to the buyer. If the buyer is working with a transaction broker, the buyer will need to investigate areas of concern on their own.

Question 6: What are the real estate brokerage agency's disclosure responsibilities in the transaction?

Answer: A real estate brokerage agency employed by a seller as their agent shall treat all prospective buyers honestly and may not knowingly give false information and shall disclose in a timely manner to a prospective buyer all material defects pertaining to the physical condition of the property of which the real estate brokerage agency knew or, acting in a reasonable manner, should have known. A real estate brokerage agency is not liable to a buyer for providing false information to the buyer if the false information was provided to the real estate brokerage agency by the seller and the real estate brokerage agency did not know, or acting in a reasonable manner, should not have known that the information was false. A real estate brokerage agency is not obligated to discover latent defects in the property.

Since conditions and defects are often difficult to locate and discover, and since the licensee often relies on the statements of the owner of the property, the licensee does not guarantee, and in no way assumes responsibility for, the condition of the property.

An agent representing a buyer shall disclose to the buyer material facts of which an agency has actual knowledge or, if acting in a reasonable manner, should have known concerning the transaction. However, the buyer is still obligated to conduct his/her own inspection of the physical condition of the property.

Question 7: How does a buyer protect him or herself from defects after closing?

Answer: There are home warranties and other insurance policies available that cover certain types of defects. These are usually purchased separately. Neither the seller nor the licensees involved warrant the condition of the property against defects that occur or are discovered after closing, unless they specifically agree in writing. Though the seller and the licensees must make certain disclosures, this does not mean that the seller or licensees warrant the property to be free from defects or agree to correct defects which occur or are discovered after the closing. Requesting contingencies and inspection rights are critical to a buyer as they enable a buyer to ascertain the condition of the property before closing and negotiate possible solutions to any problems before electing to go forward with the transaction.

INSPECTIONS AND INVESTIGATIONS**Question 8: Since the seller must make disclosures, is it still necessary for the buyer to obtain inspections and investigate the property?**

Answer: Yes. Many times the seller does not know about a defect or problem. For example, a seller may not be aware that a repair was done incorrectly and therefore the problem still exists. Alternatively, something that may be unimportant to the seller (i.e., a defect that they have lived with for years) may be an issue for the buyer. The seller's disclosure may also not reveal issues of importance to the buyer. An inspection by an appropriate professional can help the buyer determine the condition of the property and address issues that the buyer deems important.

Question 9: Does a buyer have a responsibility to obtain information about the property?

Answer: Yes. A buyer must inspect the property and ascertain facts through diligent attention and observation. A buyer should make careful observations, examine the property and request or otherwise obtain any records important to the buyer. These requests should be made in writing.

Question 10: Does the licensee have a responsibility to obtain information about the property?

Answer: A licensee listing a property which is either residential, a residential lot, a commercial property with a residential component, or a licensee representing a buyer in such a transaction, when the property is not listed with an agency, shall ask the seller for information about the water supply, heating system, waste disposal system and known hazardous materials.

Question 11: What types of non-physical conditions should the buyer investigate?

Answer: The type and scope of the investigation the buyer makes will depend on the specific needs of the buyer. A buyer may have various plans for the property, such as remodeling, renting or other use. Since neither the seller nor the licensees involved may know of the buyer's intent, the buyer needs to satisfy him or herself as to these matters. The following are just some of the property's non-physical conditions that the buyer may wish to address:

- Governmental requirements and limitations
- Absence of required governmental permits, inspections, certificates, or other determinations affecting the property
- Limitations, restrictions, and requirements affecting the use of the property
- Rent and occupancy restrictions
- Neighborhood or area conditions
- Schools
- Proximity and adequacy of law enforcement, crime statistics, proximity of registered sex offenders and/or other criminals
- Proximity to fire protection and other governmental services
- Proximity to commercial, industrial, or agricultural services
- Existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source (wind power development, natural gas pipelines, etc.)
- Wild and domestic animals; other nuisances, hazards or circumstances
- Possible lack of compliance with any governing documents or homeowners' association requirements
- Adequacy and condition of common areas and facilities of common interest developments (e.g., condominiums)
- Violations of governing documents of homeowners' association requirements of common interest developments
- Information regarding homeowners' associations, including, but not limited to, minutes, financial statements, pending special assessments, claims, and litigation
- Conditions and influences of significance to specific cultures and religions, or to the personal needs, requirements and preferences of the buyer

Since a buyer may have a wide range of concerns, including non-physical aspects of the property, a buyer desiring additional information or investigation of issues should discuss these with the licensee and, if the licensee consents to inquiring further, should get a written agreement to that effect. Many times, the licensee will respond with directing a buyer to the appropriate inspector or consultant.

Question 12: Is the seller required to fix defects that are discovered as a result of any inspection prior to closing?

Answer: Generally the answer is no, but it really depends on the Purchase and Sale Agreement. Unless specifically agreed to in writing, a sale of real estate does not include any warranty as to any system, component, or aspect of the property. Licensees do not warrant the property or its features.

Question 13: Is the seller required to fix defects that are discovered after the transaction closes?

Answer: Generally no. This is why it is so important that buyers follow through with their obligation to investigate the property before completing the transaction. As stated earlier, licensees do not warrant the property or its features and a seller does not warrant any system, component, or aspect of the property unless he or she specifically agrees to do so in writing. Defects or problems that occur after the transaction closes are the responsibility of the new owner. Home warranty or maintenance policies can be purchased to cover some items. Homeowners' insurance may also cover damage caused by certain defects.

Question 14: What aspects of the property should the buyer investigate?

Answer: The buyer should investigate every physical or non-physical aspect of the property and surrounding neighborhood about which he or she is concerned. The following are some, but not all, of the conditions the buyer should investigate or inspect and which professionals are qualified under each category:

Item	What It Covers and Explanation	Appropriate Professional
Size	Square footage, room dimensions	Licensed or Certified Appraiser; Buyer measurement if square footage is of a material consideration in purchase.
Age of Structure and Additions	Age of property improvements	Municipal records
Waste Disposal System	Age, location, type, size, adequacy, capacity and condition of sewer and septic systems and components. Compliance with Local and State codes.	Municipal and State records; Code Enforcement Officer of Town; licensed soils evaluator (scientist); local plumbing inspectors
Water Supply (public & private)	Water quality, quantity, availability and use restrictions. Performance of well systems and components. Roots growing onto pipes in public systems.	General Building Inspectors, Water Quality Testing Labs, Well and Water Consultants, Well and Drilling Contractors, Local Water Utilities
Condition of Structure, Systems and Components	Built-in appliances, foundation, roof, plumbing, heating, air conditioning, electrical systems, mechanical, security, pool/spa, other structural and non-structural systems and components. Personal property if included in the sale. Insulation, energy efficiency of the	General building inspector, other licensed contractors to answer your specific concerns, Energy Consultant/Inspector.
Chimney	Structure of the interior and the exterior of the chimney.	Chimney sweeps, fire department, Level II inspectors, State Fire Marshal's office, building inspector.
Property Lines and Boundaries; Lot Size	Property lines and boundaries. Fences, hedges, walls, and other natural or constructed barriers or markers should not be relied on to establish property boundaries. Lot size.	Registries of deeds, Municipal records, licensed surveyor to establish boundaries through staked survey

Encroachments, Setbacks, Floodplain, Easements	Boundaries and land issues affecting the property	Mortgage loan inspection, surveyor, Registry of Deeds, Municipal records, title attorney, Federal Emergency Management Agency (FEMA)
Land Use, Zoning & Other Codes	Compliance with existing codes (e.g., building, fire, plumbing & electrical), permitted uses (e.g., subdivisions, expansions), setbacks, restrictions, land use, erosion control, shoreland zoning and resource protection, compliance with Americans with Disabilities Act (ADA), endangered species/natural habitat	Code Enforcement Officers, Local and State Agencies, Surveyors, Appraisers
Current Use Property Tax Programs	Tree Growth, Farmland, Open Space, Working Waterfront	Local assessors, Maine Revenue Services Property Tax Division, Maine Department of Agriculture, Conservation & Forestry
Title Issues	Liens, Easements, Restrictions, Association/Condominium Restrictions, Covenants, Private Road issues (e.g., private road maintenance), Types of Deeds, Types of Ownership	Title Attorneys, title insurance companies, Association/Condominium officers
Environmental Hazards and Issues on the property and Surrounding Areas	Any concerns you may have about environmental issues inside & outside the property and surrounding areas including but not limited to Air Quality (e.g., radon, asbestos, odors), contaminated soil and water (e.g., MBTE, radon, arsenic, uranium, lead), fuel or chemical storage tanks, hazardous waste (e.g., dump site, junk yards), electromagnetic fields, nuclear sources, neighborhood noise issues	Local, State & Federal Agencies; Environmental Consultants; Water Quality laboratories; general building inspectors.
Lead-Based Paint	Testing for presence of lead in paint, dust, soil, water, and/or any other areas in or around the property	Lead inspector, lead assessor, general building inspector
Mold	Inspecting for presence of moisture problem which may have led to mold or moisture issues	Home inspector, Certified Industrial Hygienist
Property Stigmas	Any influences or occurrences that might be of concern to you, such as death, suicide, supernatural phenomena, fire or crimes.	Local media, law enforcement agencies, fire departments, neighbors, previous owners, local historical societies.
Neighborhood & Community Issues	School, crimes, municipal services, medical services, utility availability, sex offender registration	Municipal officials, school districts, chambers of commerce, law enforcement agencies, hospitals, local utility companies (e.g., telephone companies, cable companies, power companies)

Question 15: How should a buyer select other service professionals such as a building inspector or attorney?

Answer: There are many professionals and service providers (including lending institutions, loan brokers, title insurers, title and closing companies, inspectors, structural pest control companies, contractors and home warranty companies) who assist buyers. Unless otherwise agreed, the person hiring the provider ultimately makes the selection. Service providers should be selected based on their qualifications, the scope of their service, satisfaction of previous clients and the price of their service. Keep in mind that if licensees provide the buyer or seller names of providers or other professional persons, (1) the licensees do not guarantee the performance of any providers, and (2) the buyer and seller are free to select providers other than those referred or recommended by the licensees. Many service providers are members of professional trade associations. A list of such associations and/or governmental agencies overseeing the provider's function is located at the end of this booklet.

Question 16: How do I select a home inspector?

Answer: As with any professional, a buyer will want to check a home inspector's references and ask questions, such as whether the inspector has any licenses, carries professional liability insurance, belongs to a professional trade association and provides written reports. Buyers should find out what items the inspector's report covers to ensure that items important to the buyer will be addressed. The scope of the report and any limitations or disclaimers should also be examined. An appraiser is not a home inspector.

Question 17: What are the different water tests?

Answer: Standard water test kits include several different options for testing a property's water supply. The testing lab can screen the sample for as little or as much as they are directed to do. The cost will vary depending on what tests they are required to perform. Water can be determined to be "drinkable" but still contain elements that cause odors, coloration, staining of fixtures or laundry and taste problems. In addition, governmental authorities are warning about possible health issues resulting from the presence of elements such as radon, lead, arsenic, uranium, and magnesium in the water supply. Buyers should think carefully about the types of tests they want performed on the property's water supply and not simply rely on the standard tests performed at the request of a lender.

Question 18: How much is too much arsenic in water and wood?

Answer: When well water is tested for arsenic, the testing lab will often report how much is present as the number of milligrams of arsenic per liter of water (a liter is about a quart). Shorthand for milligrams per liter is "mg/L." The standard is adopted by the U.S. Environmental Protection Agency to protect the water quality of public water systems. The Maine Center for Disease Control (formerly Bureau of Health) has created brochures explaining arsenic in water and arsenic in wood – *Arsenic in Well Water Brochure and Fact Sheet: Arsenic Treated Wood*. Sellers must provide these brochures to buyers. Those can be found on the Internet at <http://www.maine.gov/dhhs>, then search for "arsenic".

Question 19: What can I do if my water has high arsenic levels?

Answer: If the arsenic level in your water is greater than their standard, the Maine Center for Disease Control recommends that you stop using your well water for drinking and preparing food. Bottled water can be used for these purposes as a quick way to decrease the amount of arsenic getting into your body. Arsenic is rather quickly removed from your body. Most of the arsenic in your body will be gone several days after stopping use of water for drinking and cooking. Do not attempt to remove arsenic from water by boiling.

Which treatment system or combined systems are best for you will depend on several factors, such as: 1) how high your arsenic water levels are and therefore how much needs to be removed; 2) whether you want to treat all water coming into the house or just water at one or two sinks; and 3) the chemistry of your water - some treatment systems do not remove certain forms of arsenic very well. Cost of systems can range from \$500 to \$3000 dollars. A water treatment specialist should always be consulted prior to buying a water treatment system; and always retest your water after installing a new system to make sure the arsenic has been removed.

Question 20: What is radon?

Answer: Radon is an invisible and odorless gaseous radioactive element. Real estate licensees are not generally qualified to advise purchasers on radon or its health or safety risks. Obtain the services of a qualified and experienced professional to conduct inspections and tests regarding radon.

Question 21: What is asbestos?

Answer: Asbestos is a common form of magnesium silicate which was used in various construction products due to its stability and resistance to fire. Asbestos exposure (caused by inhaling loose asbestos fibers) is associated with various forms of lung disease. Real estate licensees are not generally qualified to advise purchasers on asbestos or its health or safety risks. Obtain the services of a qualified and experienced professional to conduct inspections and tests regarding asbestos.

Question 22: What are the lead paint disclosure requirements?

Answer: The Residential Lead-Based Paint Hazard Reduction Act of 1992 requires the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most residential housing built before 1978. The disclosure obligations of this law must be met before ratification of a contract for sale or lease. The requirements can be summarized as follows:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers and tenants.
- Sellers and landlords must give buyers and renters a pamphlet published by HUD/EPA entitled *"Protect Your Family From Lead in Your Home"*.
- Homebuyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense, if desired. The number of days can be changed by mutual consent.
- Sales contracts and leasing arrangements must include certain federal and state mandatory lead warning statements to ensure that disclosure and notification actually took place.

Failure to comply with these laws can result in fines, penalties and significant civil liability.

Question 23: What is an Energy Audit and Why is it Important?

Answer: An energy audit is an in-depth inspection and assessment, by a trained auditor, of the energy systems and uses within a home. Among the factors considered are heating and cooling, windows, doors, insulation, appliances, and lighting. The resulting report contains a wealth of information about the dwelling's energy use at the time of the audit. However, perhaps even more useful and important is the information in the report that details the improvements that can be made to a residence to increase its energy efficiency. ~~There are many certified energy auditors in the State. A list is available on-line at mainehousing.org, as well other energy related sites.~~ **To find a registered energy auditor: www.energymaine.com.**

Question 24: What is the difference between a survey and a mortgage loan inspection?

Answer: A mortgage loan inspection is not a survey. It is a land surveyor's professional opinion, based only on limited information, of the location of the property's improvements relative to the apparent boundary lines of the properties. The purpose of the mortgage loan inspection is to determine the absence of any obvious boundary problems so that the title insurer can provide boundary title insurance coverage for the lender. It is prepared for the lender and its title insurer, not the property owner. If the property owner wants to determine the boundaries of the property, a full boundary survey would be needed. With a full boundary survey, a land surveyor is certifying what the actual boundaries are, as opposed to a mortgage loan inspection where the land surveyor is only making a limited certification as to what the boundaries appear to be.

Question 25: Why does the Purchase and Sale Agreement have a blank for the type of Deed?

Answer: In Maine, there are three general forms of deeds that an individual seller can provide: Warranty Deed, Quitclaim Deed with Covenant, and Quitclaim/Release Deed (there are also special deed forms for certain types of sellers such as a Trustee's Deed for Trusts and a Personal Representative's Deed for an estate). Although it is a matter for negotiation, sellers generally only want to give a buyer the same form of deed as they received. Buyers often mistakenly assume that title will only be clear if the seller agrees to give a Warranty Deed (if they demand some other form of deed there must be a title problem) and that without a Warranty Deed they will not be able to get owner's title insurance. Those assumptions are incorrect. Any of these deeds will convey whatever interest the seller owns in the real estate. The only difference is the recourse the buyer will have against the seller if they later discover a title issue for which there was no exception taken in the deed. With a Warranty Deed, the buyer will have full recourse against the seller. With a Quitclaim Deed with Covenant, the buyer will only have recourse against the seller if the issue was created by the seller, and there is no recourse against the seller with a Quitclaim/Release deed. An owner's title insurance policy can be issued regardless of the form of deed, so the deed form has become less significant now that most buyers purchase title insurance and filing a claim under the policy is easier than pursuing remedies against the seller under the deed covenants.

Question 26: What are the protected classes in Maine?

Answer: Federal and State laws require that properties be offered for sale or lease without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation or national origin. In addition, licensees may not ask or answer questions related to AIDS.

Question 27: What do I need to know about Mold?

Answer: The Centers for Disease Control (CDC) has developed FAQ's about molds available at: <http://www.cdc.gov/mold/stachy.htm> The information below was excerpted from that document.

Q1. I heard about toxic molds that grow in homes and other buildings. Should I be concerned about a serious health risk to me and my family?

The term "toxic mold" is not accurate. While certain molds are toxigenic, meaning they can produce toxins (specifically mycotoxins), the molds themselves are not toxic, or poisonous. Hazards presented by molds that may produce mycotoxins should be considered the same as other common molds which can grow in your house. There is always a little mold everywhere - in the air and on many surfaces. There are very few reports that toxigenic molds found inside homes can cause unique or rare health conditions such as pulmonary hemorrhage or memory loss. These case reports are rare, and a causal link between the presence of the toxigenic mold and these conditions has not been proven. A common-sense approach should be used for any mold contamination existing inside buildings and homes. The common health concerns from molds include hay fever-like allergic symptoms. Certain individuals with chronic respiratory disease (chronic obstructive pulmonary disorder, asthma) may experience difficulty breathing. Individuals with immune suppression may be at increased risk for infection from molds. If you or your family members have these conditions, a qualified medical clinician should be consulted for diagnosis and treatment. For the most part, one should take routine measures to prevent mold growth in the home.

Q2. How do molds get in the indoor environment and how do they grow?

Mold spores occur in the indoor and outdoor environments. Mold spores may enter your house from the outside through open doorways, windows, and heating, ventilation, and air conditioning systems with outdoor air intakes. Spores in the air outside also attach themselves to people and animals, making clothing, shoes, bags, and pets convenient vehicles for carrying mold indoors. When mold spores drop on places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding, they will grow. Many building materials provide suitable nutrients that encourage mold to grow. Wet cellulose materials, including paper and paper products, cardboard, ceiling tiles, wood, and wood products, are particularly conducive for the growth of some molds. Other materials such as dust, paints, wallpaper, insulation materials, drywall, carpet, fabric, and upholstery, commonly support mold growth.

Q3. How do you get the molds out of buildings, including homes, schools and places of employment?

In most cases mold can be removed from hard surfaces by a thorough cleaning with commercial products, soap and water, or a bleach solution of no more than 1 cup of bleach in 1 gallon of water. Absorbent or porous materials like ceiling tiles, drywall, and carpet may have to be thrown away if they become moldy. If you have

an extensive amount of mold and you do not think you can manage the cleanup on your own, you may want to contact a professional who has experience in cleaning mold in buildings and homes. It is important to properly clean and dry the area as you can still have an allergic reaction to parts of the dead mold and mold contamination may recur if there is still a source of moisture.

Q4. How do you keep mold out of buildings and homes?

As part of routine building maintenance, buildings should be inspected for evidence of water damage and visible mold. The conditions causing mold (such as water leaks, condensation, infiltration, or flooding) should be corrected to prevent mold from growing.

Specific Recommendations: a) Keep humidity level in house below **50%**; b) Use air conditioning or a dehumidifier during humid months; c) Be sure home has adequate ventilation, including exhaust fans in kitchen and bathrooms; d) Use mold inhibitors which can be added to paints; e) Clean bathroom with mold killing products; f) Do not carpet bathrooms; g) Remove and replace flooded carpets.

Question 28: If I am planning to put in a new driveway or entrance onto a state road what do I need to know?

Answer: There are standards for getting permits for the construction and maintenance of entrances onto any state highway or state aid highway. The Maine Department of Transportation (MDOT) was given authority to limit the number, spacing, design, location and construction of driveways and entrances onto state highways in order to maintain existing posted speeds and ensure safe travel. Given the increased sight distances and driveway separation requirements, lot owners who anticipate accessing onto state highways may have difficulty getting permits even though their parcel satisfies the town's minimum lot size and minimum road frontage requirements. The availability of the access permit should be explored early on in the development process. For further information on these rules, contact DOT at (207) 624-3600 or the MDOT website at www.maine.gov/mdot/ppp/accessmgmt/realestate.htm
www.maine.gov/mdot/traffic/drivewaypermits.

Question 29: How can insurance availability/affordability affect the real estate transaction?

Answer: The affordability and availability of insurance affects both buyers and sellers. Buyers will typically be obtaining mortgage financing to pay the purchase price of the property. The lender will require that there be property insurance to cover their interest in the property. If proof of insurance is not available at closing the lender will likely refuse to release the funds and therefore delay or even derail the transaction, either of which can impose both inconvenience and cost to both the buyer and seller. Even in a "cash" transaction the buyer may be hesitant to complete a transaction where insurance is not available to cover the buyer's equity in the property.

Question 30: At what point in a transaction should I apply for homeowner's insurance?

Answer: You should apply immediately after a contract has been accepted. Due to changes in the insurance industry, you may experience difficulty in securing homeowners insurance. Various issues including multi-family properties, rentals, island/coastal, homes with 60 AMPs, diving boards, vicious dogs (including mixed breeds), trampolines, age of home/roof, and a wide range of systems areas including the roof, wiring and heating systems - and others could be problematic from an insurance standpoint. In addition, the insurance industry has access to a database named CLUE that tracks historical information on claims made by an insured or on specific property. Properties with a claims history will be problematic for future buyers. In addition, some vendors are now using credit scoring, bad pay on prior policies, bankruptcy, and history of filing claims as additional underwriting tools. Starting the insurance process early may ensure ability to provide adequate time for addressing any area of difficulty that may arise with insurers.

Question 31: Is a chimney inspection recommended?

Answer: The National Fire Protection Association, a private association that drafts codes for fire safety, recommends conducting a "Level II" inspection of the chimney. A Level II inspection is a comprehensive inspection including all accessible portions of the chimney, inspection of the chimney, particularly if a chimney fire has occurred or a new heating system/source has been added and an inspection has not been conducted. It includes areas within accessible attics, crawl spaces and basements and accessible portions of appliance and chimney connections which include inspection by video scanning or other means of inspection. Home inspectors, chimney cleaning companies and installers of solid fuel-burning appliances (woodstoves, gas inserts, etc.) may have inspectors available who are familiar with the NFPA Standard for Level II inspections. The State Fire Marshal's Office's web site is www.state.me.us/dps/fmo/index.htm or contact (207) 626-3880.

Question 32: What are the requirements of Maine's Smoke and Carbon Monoxide Detector Law in the purchase of a home?

Answer: Maine law requires that owners of a single-family dwelling built after January 1982, to properly install smoke detectors, if not already present, in areas as designated in the manufacturers requirements. Owners of a single family dwelling in which a restoration or addition was made after September 19, 1985 must install smoke detectors, if they are not already present, even if it was built prior to 1982. Smoke detectors are to be installed in a building converted to a single-family occupancy after September 19, 1985 if they are not already present. The purchaser of a single-family or multi-family dwelling(s) must certify that they shall properly install smoke detectors in the building, if not already present, within 30 days of acquisition or occupancy of the dwelling(s), whichever is later.

At present, unless a single-family dwelling had done an addition or restoration to the dwelling adding one bedroom after September 12, 2009, or had converted another structure over to a single family dwelling after September 12, 2009, they do not have to install a carbon monoxide detector. It is recommended that carbon monoxide detectors be installed in these occupancies. The purchaser of a single-family or multi-family dwelling(s) must certify that they shall properly install carbon monoxide detectors in the building, if not already present, within 30 days of acquisition or occupancy of the dwelling(s), whichever is later. This includes single-family dwellings in which the previous owner did not have to, by law, install a carbon monoxide detector.

Question 33: Smoke Detectors: What kind and how many?

Answer: A smoke detector installed within 20 feet of a bathroom or kitchen must be a photo electric type detector but smoke detectors in bedrooms may be ionization type detectors. Smoke detectors are to be installed in each unit of an apartment building. All rental units are to install smoke detectors. This includes single-family dwellings rented on a seasonal basis for a week, two weeks, a month, etc.

Question 34: Carbon Monoxide Detectors: What kind and how many?

Answer: Carbon monoxide detectors must be powered by the electrical service in the building by plugging them in a wall outlet or by having them hardwired in by an electrician. In either case, the detector must have a battery backup as an alternative source of power in the event the building loses electrical service.

Single-family dwellings along with all rental units, including apartments and seasonally rented single-family dwellings are to install CO detectors in each area within, or giving access to, the bedrooms. This means you can put one in each bedroom or in the hallway or room in which a person travels through to reach a bedroom(s). It is strongly recommended that no CO detector be placed in excess of 15 feet of any bedroom door.

Question 35: Why is mediation referenced in the ~~contract~~ Purchase and Sale Agreement?

Answer: Mediation is a way to resolve contractual disputes without litigation. It can save the expense and time involved with litigation, and allows the parties to discuss potential ways to resolve a dispute with the assistance of a trained, professional mediator. While the parties do agree to participate in a mediation, they are not bound to agree to a resolution as part of that mediation. Parties may go to court if mediation is not successful. The process for mediation is outlined on the MAR website at <http://www.mainerealtors.com>, under **Member Resources and Documents You Ask For**.

Question 36: What is a significant wildlife habitat?

Answer: The State of Maine set up protections for valuable waterfowl and wading bird habitat and shorebird feeding and roosting areas under the Natural Resources Protection Act (NRPA). The Maine Department of Inland Fisheries and Wildlife (DIF&W) identified inland waterfowl and wading bird habitats throughout the state as having "high to moderate value." These habitats are comprised of a complex of freshwater wetland and open water areas plus a 250 foot wide area surrounding the complex where the birds nest (Note: on great

ponds, only the upland area that is within the 250 feet of the freshwater wetland is included as part of the habitat). This means there is a 250 foot zone around waterfowl and wading bird habitats (as described above) that require either a Permit By Rule (PBR) through the Maine Department of Environmental Protection (DEP) for activities in existing developed areas, or if not previously developed a landowner must apply for a full individual NRPA permit through DEP. DIF&W has identified essential “staging area” habitats (where the birds feed and rest) where concentrations of shorebirds congregate during migration periods. The shorebird feeding area includes the intertidal area used for feeding and a 100 foot buffer area which is measured from the edge of the coastal wetland, and includes nearby upland areas. The shorebird roosting area includes the intertidal area used for feeding, the roosting area, and a 250 foot buffer area which is measured from the edge of the roosting area, and includes nearby upland areas. Like the inland waterfowl and wading bird habitats, activities in the shorebird feeding (100 foot area) and roosting areas (250 foot area) require either a PBR for activities in an existing developed area, or if not previously developed a landowner must apply for a full individual NRPA permit through DEP. DIF&W has also identified certain intertidal areas along the coast as high or moderate value to waterfowl and wading birds. This tidal habitat is limited to the identified tidal habitat area and is located within the coastal wetland, which was previously regulated as a protected natural resource under NRPA.

Question 37: How do you know if your property contains a significant wildlife habitat?

Answer: DEP and MDIF&W have produced screening maps (available at www.maine.gov/dep under keyword “birds”) for each organized municipal jurisdiction; however, these are not exact maps down to each lot of land within a municipality. For a specific lot to be identified as having or not having a significant wildlife habitat a site-specific assessment by DEP is recommended. Call DEP at ~~207.287.3901~~ (207) 287-3901 to request a site assessment.

Question 38: What kinds of activities are regulated within each habitat?

Answer: The following regulated activities in a Significant Wildlife Habitat require a permit: Dredging, bulldozing, removing or displacing soil, sand, vegetation or other materials; Draining or otherwise dewatering the habitat; Filling; or Any construction, repair or alteration of any permanent structure.

Question 39: What about cutting or removing vegetation in a shorebird habitat?

Answer: In a shorebird feeding area cutting or removal of vegetation is prohibited except when it meets the same vegetative screening standards that apply under Shoreland Zoning within 75 feet of a coastal wetland 2 (as detailed in DEP's Shoreland Zoning guidelines, Chapter 1000, which are available at www.maine.gov/dep under keyword “shoreland zoning”). These standards are applied to the entire 100-foot feeding area buffer. And cutting or removal determined necessary by DEP in order to conduct other activities approved by DEP that are done in accordance with NRPA standards such as avoidance, minimization, and no unreasonable impact. In a shorebird roosting area all cutting or removal of vegetation must be done in consultation with DIF&W. The only allowable instances are for the removal of a safety hazard, cutting to allow a meandering footpath no more than 6 feet wide that does not create a cleared line of sight to the water, and cutting or removal determined necessary by DEP in order to conduct other activities approved by DEP that are done in accordance with NRPA standards such as avoidance, minimization, and no unreasonable impact. The DEP may not approve cutting to create a view unless DEP determines that there will be no unreasonable impact on the habitat.

Question 40: What is a vernal pool, why are they important, and what happens if I have one on my property?

Answer: Vernal pools are shallow depressions that usually contain water for only part of the year. Vernal pools serve as essential breeding habitat for certain species of wildlife, including wood frogs, spotted and blue-spotted salamanders and fairy shrimp. Loss of vernal pools and the habitats around them can lead to a decrease in certain species. Vernal pools with high value for wildlife are called "significant vernal pools" and are protected by law under the Natural Resources Protection Act (NRPA). An activity in, on, or over these areas must avoid unreasonable impacts on the significant vernal pool habitat and obtain permission from the DEP, through a Permit by Rule or individual NRPA approval. For more info on NRPA, copy of the rules addressing significant vernal pools, application forms and related materials, go to: ~~<http://www.maine.gov/dep/blwq/docstand/nrpa/vernalpools/>~~
<https://www.maine.gov/dep/land/nrpa/vernalpools/>.

Question 41: What are the requirements for a property located in a coastal shoreland zone?

Answer: For many years, sellers of property that have subsurface waste water disposal systems located in a shoreland zone have had to certify whether the system has malfunctioned within 180 days of closing. This law has been expanded to impose additional requirements for properties located in a coastal shoreland zone. For any property that has a subsurface waste water disposal system located in a coastal shoreland zone, the buyer is required to have the system inspected by a certified inspector prior to purchase or, if impossible due to weather conditions, within nine months after transfer unless: a) the system was installed in compliance with current rules and regulations within three years prior to closing; b) the seller has had an inspection done within three years prior to closing; or c) the buyer certifies to the local plumbing inspector that they will be replacing the system within one year of closing. If the seller has had an inspection done within the prior three year period they are required to provide it to the buyer. If an inspection is required and it finds that the system is malfunctioning, it must be repaired or replaced within one year of closing. Commonly asked: (1) What triggers application of the new requirements? The trigger is the system being located in the coastal shoreland zone, not the property or the residence. (2) What is a coastal shoreland zone? An area within 250 feet of the normal high-water line of any saltwater body or within 250 feet of the upland edge of a coastal wetland. Coastal wetlands include all tidal and subtidal lands, all lands with vegetation present that is tolerant of salt water and occurs primarily in a saltwater or estuarine habitat, and any swamp, marsh, bog, beach, flat or other contiguous low land that is subject to tidal action during the highest tide level for the year. Coastal wetlands may include portions of coastal sand dunes. (3) Who is eligible to do the inspection? Inspections have to be done by "certified" inspectors. The Division of Environmental Health within DHHS maintains a "List of Certified Septic System Inspectors" which is available online at www.maine.gov/dhhs/eng/plumb/lists.htm. (4) Is there any reporting requirement? There is no filing or reporting requirement imposed on the buyer or the inspector.

Question 42: What is the "Registration of Farmland Act" and what impact can it have on abutting properties?

Answer: The Registration of Farmland Act is a state law originally passed in 1989 allowing farmers to register their farmland (parcels of 5 or more acres meeting certain minimum annual income thresholds) and provide notice of that registration to owners of abutting land (parcels larger than 1 acre that were located within 100 feet of the registered farmland). Once notified, the owner of the abutting land could not construct a residence or put in a well within 100 feet of the farmland. Very few farms registered during the original 1990/1991 registration period. In 2012, the Legislature amended the Act to re-open the registration process on an on-going basis any time after July 1, 2012. These new registrations will be effective for only 5 years but can be renewed for additional 5-year periods (with new notification to abutters). Original 1990/1991 registrations will expire April 1, 2013 but can be renewed for additional 5-year periods the same as new registrations. For new registrations, notice must be provided to owners of abutting land within 50 feet of the registered farmland and, once notified, the only prohibition for the owner of the abutting land is that no well can be placed within 50 feet of the registered farmland. The registrations will be recorded in the Registry of Deeds and will be binding on subsequent owners of the abutting land.

Question 43: If I am planning landscaping or yard work in a shoreland zone, what do I need to know?

Answer: First, you need to determine if the property is in a shoreland zone (fresh or salt water) by reviewing municipal records. If yes, effective January 1, 2013, any activity that adds or displaces more than one cubic yard of soil in the shoreland zone, must either 1) be done by a certified contractor, or 2) a person trained and certified in erosion control by the Department of Environmental Protection (DEP) must be on-site while the activity is being done. The law does not apply to homeowners doing the work themselves. For a list of erosion control certified contractors: www.maine.gov/dep/land/training/cccec.html

Question 44: What do I need to know about flood insurance?

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of a property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) at <http://www.fema.gov/national-flood-insurance-program> or the town office where the property is located for more information about flood insurance as it relates to this property. For more information about flood insurance and the National Flood Insurance Program (NFIP): www.floodsmart.gov (Note ... Underline Hyperlink)

Question 45: What are the State of Maine's property tax relief programs?

- 1) Current Land Use Programs: Maine has four "current use" programs which offer the property owner a reduction in their assessed value: Tree Growth, Farm Land, Open Space and Working Waterfront. Criteria must be met for each program in order to be eligible, and any future change in the use of the land which would cause disqualification would result in a penalty. Removal from the program would result in changes to property tax payment liability. Apply at the local town office where the property is located. Additional information: <http://www.maine.gov/revenue/propertytax/propertytaxbenefits/CurrentUseLandPrograms.htm> https://www.maine.gov/revenue/propertytax/propertytaxbenefits/current_use.htm
- 2) Property Tax Exemptions: Certain classes of property are tax exempt by law. Fully exempt property tax may include real estate or personal property owned by governmental entities, school systems, and other institutions. Partially exempt property tax relates to the following categories: Homestead Exemption, Veteran Exemption, Paraplegic Veteran, and Blind Exemption. Apply at the local town office where the property is located. For more information: <http://www.maine.gov/revenue/propertytax/sidebar/exemptions.htm>
- 3) Property Tax Fairness Credit: Eligible Maine residents can claim the Property Tax Fairness Credit on the Maine Individual Income Tax Form 1040ME beginning in January, 2014. To learn more: <http://www.maine.gov/revenue/taxrelief/tmr.htm> <https://www.maine.gov/revenue/taxrelief/ptfcsmary.htm>
- 4) Business Equipment Tax Exemption Program (BETE) and Business Equipment Tax Reimbursement Program (BETR): These are programs designed for property tax relief for eligible business equipment and qualified business property. Maine Revenue Services has additional information: <http://maine.gov/revenue/propertytax/propertytaxbenefits/bete.htm> and <http://maine.gov/revenue/taxrelief/betr.htm>.

Question 46: What if the property/land I am purchasing is in Maine's Tree Growth Tax program?

The owner of a parcel of land of at least 10 forested acres used primarily for growth of trees to be harvested for commercial use may elect to participate in the Tree Growth program which results in the land being taxed at a significantly reduced rate. If land currently in Tree Growth is withdrawn from the program, the assessor will impose a penalty on the owner. If a parcel resulting from a sale is less than 10 forested acres in area, that parcel will be considered withdrawn from the program and the penalty will be assessed against the seller. If the parcel exceeds the 10 forested acres and you withdraw it from the program, you will have to pay the penalty.

In order to participate in the program, a forest management and harvest plan must be prepared and updated every 10 years. The plan is a written document that outlines activities to regenerate, improve and harvest a standing crop of timber. It must be prepared by a licensed professional forester or the landowner and then reviewed and certified by a licensed professional forester. The landowner has to file a sworn statement with the municipal assessor that a forest management and harvest plan has been prepared for the parcel, must comply with the plan on an on-going basis, and every 10 years must submit to the municipal assessor a statement from a licensed professional forester that the landowner is managing the parcel according to the plan.

When land in the program is transferred to a new owner, the buyer must file with the municipal assessor, within one year of the date of transfer, either: 1) a sworn statement indicating that a new forest management and harvest plan has been prepared; or b) a statement from a licensed professional forester that the land is being managed in accordance with the plan prepared for the previous landowner.

Question 47: What are some issues I need to be aware of if I purchase an existing condo?

Answer: The Maine Condominium Act requires the seller of an existing condominium unit to provide a buyer with a copy of the current Condominium Declaration, Bylaws and Rules/Regulations and an original Resale Certificate. The Resale Certificate is obtained by the seller directly from the condominium association and will describe the amount of the condo fees and how often they are due, any other fees or anticipated expenditures, the amount of current capital reserves, a copy of the most recent balance sheet and operating budget, whether the association has to sign off on the sale and other general information about the condominium. You will have a minimum of five calendar days (or longer if negotiated with the seller) from receipt to review the information and if any of it is unacceptable you can cancel your purchase contract. Any fees charged by the Association for preparation and delivery of the Resale Certificate have to be paid by the seller. However, if your lender or closing agent requires an updated Resale Certificate later in the process, or any other documentation such as completion of a condominium questionnaire, you will be required to pay any fees associated with obtaining those. It is also a good idea to obtain information from the seller as to what is included in the condo fees and what has to be paid separately (i.e. water, sewer, insurance, etc.). In addition to the above information, you may also want to review minutes of association and/or board of directors meetings going back several months. These can raise questions that might indicate ongoing management issues or matters that could result in condo fee increases or special assessments or otherwise impact the overall financial condition of the condominium.

CONCLUSION

Selling or purchasing a property is an important step in one's life. All parties involved play a role in obtaining the information to make informed decisions regarding the property. It is critical that the buyer and seller actively participate in this process to ensure that their needs are addressed.

Professional Associations and Governmental Agencies

Note: Information about the following organizations was correct at the date of publication, but is subject to change.

- State of Maine website for all departments and licensing divisions - <http://www.maine.gov>
- American Society of Home Inspectors, Northern New England Chapter: (603) 361-4643 - <https://www.homeinspector.org/>
- Association of Engineering Geologists, New England Chapter: <http://www.aegne.org/officers.html> - <https://www.aegweb.org/group/NE>
- Fair Housing: Maine Human Rights Commission: (207) 624-6290
- Fair Housing: US Department of Housing and Urban Development: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp - https://www.hud.gov/program_offices/fair_housing_equal_opp
- Floodplain/Flood Zone - FEMA Maps: <http://msc.fema.gov>
- National Flood Insurance Program (NFIP): <http://www.floodsmart.gov> (NOTE ... underline hyperlink)
- Maine Center for Disease Control, Division of Environmental Health, Childhood Lead Poison Prevention Program, - (207) 287-4311
- Maine Bureau of Health, Indoor Air Quality (Radon, Asbestos) - (207) 287-5676; Drinking Water Program (Arsenic, Uranium) - (207) 441-5324 287-4311 Mold: (207) 287-4397 <http://www.maine.gov/dhs/ehu/air/>
- Maine DEP (Erosion Control) - <http://www.maine.gov/dep/land/training/cccec.html>
- Maine DEP (vernal pools) - <http://www.maine.gov/dep/water/wetlands/vernal.htm> - <https://www.maine.gov/dep/land/nrpa/vernalpools/>
- Maine Department of Public Safety, State Bureau of Identification (Sex Offender Register) - (207) 624-7240 - <http://sor.informe.org/sor>
- Maine Indoor Air Quality Council (Mold): (207) 626-8115 - <http://www.maineindoorair.org>
- Maine Municipal Association - (207) 623-8428 - <http://www.memun.org>
- Maine Revenue Services: Current Use Property Tax Programs (Tree Growth, Farmland, Open Space, Working Waterfront) - <http://www.maine.gov/revenue/propertytax/propertytaxbenefits/CurrentUseLandPrograms.htm> - https://www.maine.gov/revenue/propertytax/propertytaxbenefits/current_use.htm
- Maine State Board for Licensure of Architects, Landscape Architects and Interior Design - (207) 624-8603
- Maine State Board of Certification for Geologists and Soil Scientists - (207) 624-8603
- Maine State Board of Licensure for Professional Land Surveyors - (207) 624-8603
- Maine State Board of Real Estate Appraisers - (207) 624-8603 - <http://www.state.me.us/pfr/professionallicensing/professions/appraisers>
- Maine State Board of Registration for Professional Engineers - (207) 287-3236 - <http://www.maine.gov/professionalengineers/>
- Maine State Certified Lead Inspectors list - (207) 287-2651 7751 - <http://www.maine.gov/dep/waste/lead/documents/leadinspectors.pdf>
- Maine Water Utilities Association - (207) 623-9511 - <http://www.mwua.org/>
- NInternational Association of Certified Home Inspectors - (800) 448-3942 <http://www.nahi.org/> - <https://www.nachi.org/>
- National Lead Information Center - (800) 424-5323
- U.S. Department of Housing & Urban Development, Office of Lead Based Paint Abatement & Poisoning Prevention - 451 7th Street, Room B 133, SW, Washington, DC 20410 - (202) 755-1785
- U.S. Environmental Protection Agency New England - General Information Number - (888) 372-7341
- U.S. Environmental Protection Agency - <http://www.epa.gov/epahome/comments.htm> - <https://www.epa.gov/me>
- Chimney Sweeps - http://www.maine.gov/dps/fmo/documents/Chimneysweeps_002.doc - https://www.maine.gov/dps/fmo/sites/maine.gov.dps.fmo/files/inline-files/chimney_sweeps_5_07_19.pdf; Chimney Safety Institute of America - <http://www.csia.org/homeowners.htm>
- State Fire Marshal's Office - (207) 626-3880 - <http://www.maine.gov/dps/fmo/index.htm> - <http://www.maine.gov/dps/fmo/>

**Maine Association of REALTORS®
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(207) 622-7501 or info@mainerealtors.com**

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CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you. **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a “swift recall”.
- 2) Then call your local law enforcement immediately (town police department or county sheriff’s office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: (207) 622-2902 -- Bangor: (207) 947-6670 -- Portland: (207) 774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

CONDOMINIUM RESALE CERTIFICATE
(To Be Completed By Condominium Association)

Provided by: _____ Association
in connection with Unit # _____ .

1. Statement disclosing the effect on the proposed sale of any right of first refusal or other restraint of the free alienability of the Unit: _____ .
2. Common expense assessments are due: ☐ monthly ☐ quarterly ☐ annually in the amount of \$_____. The amount of any unpaid common expense or special assessment currently due and payable in connection with the Unit is \$_____ .
3. Other fees payable by unit owners are as follows: _____ .
4. The expenditures currently anticipated by the Association are as follows: _____ .
5. The amount of reserves currently held for capital expenditures is \$_____ .
The portion of such funds designated for specific projects is as follows: _____ .
6. Attached to this Certificate is a copy of the most recently prepared Balance Sheet and Income and Expense Statement for the Association.
7. Attached to this Certificate is a copy of the current Operating Budget of the Association.
8. The following is a list of all unsatisfied judgments against the Association and the status of any pending suits in which the Association is a defendant: _____ .
9. The Association provides the following insurance coverage(s) for the benefit of unit owners: _____ .
10. The Association/Executive Board has no knowledge that any alterations or improvements to the unit, or to the limited common elements assigned thereto, violate any provisions of the condominium's declaration, as amended, except as follows: _____ .
11. The Association/Executive Board has no knowledge of any violations of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium except as follows: _____ .
12. The remaining term of any leasehold estate affecting the condominium, and the provisions governing any extensions or renewal thereof, are as follows: _____ .

The information provided in this Certificate is as of the following date: _____

Condominium Contact Information:

Date: _____

Name: _____

Telephone: _____

Condominium Association

By: _____

Name: _____

Its: _____

Date: _____

DISCLOSED DUAL AGENCY CONSENT AGREEMENT ACKNOWLEDGEMENT

Buyer/Seller acknowledge they have been informed by _____
_____ (hereinafter "Agency") that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - A. the willingness or ability of Seller to accept less than the asking price;
 - B. the willingness or ability of Buyer to pay more than has been offered;
 - C. confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - D. the motivation of Seller for selling and the motivation of Buyer for buying.

By signing this form, Buyer/Seller acknowledge that they have read and understand this Agreement. Buyer/Seller understand they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent and hereby voluntarily consents to the Agency and Appointed Agent, if any, acting as a Disclosed Dual Agent.

☐ Yes ☐ No

Date: _____	Seller: _____
Date: _____	Seller: _____
Date: _____	Buyer: _____
Date: _____	Buyer: _____

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

EXCLUSIVE AGENCY LISTING AGREEMENT (Bold Title)

AGENCY: _____ DATE: _____

COMPENSATION:

In consideration of Agency's agreement to list and promote the sale of (☐ all ☐ part of; If 'part of ' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive agency to sell or exchange said property at a price of \$ _____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, excluding the Seller, then Seller agrees to pay Agency a commission of _____ % of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

BUYER'S AGENCY

- ☐ Yes ☐ No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
☐ Yes ☐ No This Agency's policy is to share compensation with Buyer's agents.
If Yes, Agency's policy is to offer compensation to Buyer's agents in the range of _____ % to _____ % of the contract price.

TRANSACTION BROKERS

- ☐ Yes ☐ No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
☐ Yes ☐ No This Agency's policy is to share compensation with transaction brokers.
If Yes, Agency's policy is to offer compensation to transaction brokers in the range of _____ % to _____ % of the contract price.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

- ☐ Yes ☐ No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
☐ Yes ☐ No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on _____, _____ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.
- To authorize a "For Sale" sign on the property. ☐ Yes ☐ No
- To authorize the advertising of the property. ☐ Yes ☐ No
- To authorize use of a key and/or a lock box on the property. ☐ Yes ☐ No
- To authorize Agency to divulge the existence of offers on the property. ☐ Yes ☐ No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes. ☐ Yes ☐ No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. ☐ Yes ☐ No
- To authorize inclusion of street address of the property on Internet display to the public. ☐ Yes ☐ No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. ☐ Yes ☐ No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. ☐ Yes ☐ No
- This property is monitored by audio and/or video surveillance equipment. ☐ Yes ☐ No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. ~~Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.~~ Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.

- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following:

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet ☐ Yes ☐ No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller

Seller

Seller

Seller

AGENCY

By: _____

Name: _____

Its Authorized Signer

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) Email Address: _____

SELLER(S) Fax Number(s): _____

CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) **Contact the financial institution immediately and ask them to do a “swift recall”.**
- 2) **Then call your local law enforcement immediately (town police department or county sheriff’s office) to report the incident.**
- 3) **Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.**

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

Buyer hereby retains _____ (hereinafter "Buyer")
_____ (Agency)
on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____.
2. Agency responsibilities:
 - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
 - b. Assist the Buyer to determine current market value, if requested by Buyer;
 - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or his designee for purposes of seeking advice and assistance of benefit to Buyer;
 - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
 - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
 - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - f. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisors, attorneys, closing agents).
4. Compensation:
 - a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$_____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, **or cause to be paid**, to Agency a commission of \$_____ or _____% of the purchase price, whichever is greater. If Agency is paid some or all of the above amount out of the listing agency's commission, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller(s) or listing agency will not make Agency either the agent or subagent of the Seller(s).
 - c. For unlisted property, Buyer agrees to pay, **or cause to be paid**, to Agency a commission of \$_____ or _____% of the purchase price, whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent EXCLUSIVE BUYER REPRESENTATION AGREEMENT with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
 - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
 - f. Disclosure of Agency Compensation Policies
☐ Yes ☐ No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace
☐ Yes ☐ No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
5. Other Conditions:
 - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
 - b. All properties are acceptable at the sole and absolute discretion of Buyer.
 - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
 - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
 - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
 - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.

- g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
- h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
- i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet ☐ Yes ☒ No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

BUYER

BUYER

BUYER

BUYER

Accepted by _____ on behalf of _____
LICENSEE AGENCY

BUYER(S) Mailing Address: _____

BUYER(S) Phone Number(s): _____

BUYER(S) E-mail Address: _____ BUYER(S) Fax Number(s): _____

CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "swift recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

AGENCY: _____ DATE: _____

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are _____ and holds a _____

Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s). ☐ Yes ☐ No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement; Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. ☐ Yes ☐ No

_____ (hereinafter "Buyer")
Buyer hereby retains _____ (Agency)
on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____
2. Agency responsibilities:
 - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
 - b. Assist the Buyer to determine current market value, if requested by Buyer;
 - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or his designee for purposes of seeking advice and assistance of benefit to Buyer;
 - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
 - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
 - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - f. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisors, attorneys, closing agents).

4. Compensation:

- a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$_____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
- b. For listed property, Buyer agrees to pay, **or cause to be paid,** to Agency a commission of \$_____ or _____% of the purchase price, whichever is greater. If Agency is paid some or all of the above amount out of the listing agency's commission, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller(s) or listing agency will not make Agency either the agent or subagent of the Seller(s).
- c. For unlisted property, Buyer agrees to pay, **or cause to be paid,** to Agency a commission of \$_____ or _____% of the purchase price, whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.
- d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent EXCLUSIVE BUYER REPRESENTATION AGREEMENT with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
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5. Other Conditions:

- a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
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- c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
- d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
- e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
- f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
- g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
- h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
- i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet ☐ Yes ☐ No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment **and any discussion held at the property may not be confidential.**

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

BUYER

BUYER

BUYER

BUYER

Accepted by _____ on behalf of _____

LICENSEE

AGENCY

BUYER(S) Mailing Address: _____

BUYER(S) Phone Number(s): _____

BUYER(S) E-mail Address: _____ BUYER(S) Fax Number(s): _____

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CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

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- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) **Contact the financial institution immediately and ask them to do a “swift recall”.**
- 2) **Then call your local law enforcement immediately (town police department or county sheriff’s office) to report the incident.**
- 3) **Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.**

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

EXCLUSIVE BUYER TRANSACTION BROKER AGREEMENT

DATE: _____

_____ (hereinafter "Buyer")
hereby retains _____ (hereinafter "Agency") as a Transaction Broker on an exclusive basis and in consideration of its efforts to assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions set forth herein.

A Transaction Broker does not represent any party to a real estate transaction as a client and is not bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence. A party to a real estate transaction is not vicariously liable for the acts or omissions of a Transaction Broker.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____.
2. Agency responsibilities:
 - a. Account in a timely manner for all money and property received.
 - b. Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
 - c. Comply with any applicable federal, state or local laws, rules, regulations or ordinances related to real estate brokerage, including fair housing and civil rights laws or regulations.
 - d. Treat all parties honestly and not knowingly give false information.
 - e. Perform such ministerial acts (acts that are informative or clerical in nature and do not rise to the level of active representation of a party, e.g., delivery of documents in a non-advisory capacity) as may be agreed upon from time to time between Buyer and Agency.
3. Agency may not:
 - a. Conduct an inspection, investigation or analysis of a property for the benefit of any party.
 - b. Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
 - c. Promote the interests of either party to a transaction except as required by law.
4. Buyer responsibilities:
 - a. Work exclusively with Agency.
 - b. Consult with Agency before visiting open houses, contacting other agencies or "For Sale by Owner" properties to avoid confusion or misunderstanding about liability for commission.
 - c. To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
 - d. To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.
 - e. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisers, attorneys, closing agents).
5. Compensation:
 - a. Retainer Fee: Upon signing this Agreement, Buyer shall pay \$_____ to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$_____ or _____% of the purchase price or the amount offered by the listing agency, whichever is greater. The payment of any commission by a seller or listing agency from the sales proceeds will not make Agency either the agent or subagent of the seller.
 - c. For unlisted property, Buyer agrees to pay, **or cause to be paid,** a commission of \$_____ or _____% of the purchase price.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent written buyer transaction broker or buyer representation agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").

- e. The commission will be earned when a contract has been accepted by a seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
 - f. Disclosure of Agency Compensation Policies:
 - ☐ Yes ☐ No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.
 - ☐ Yes ☐ No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
6. Other Conditions:
- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by Agency or other real estate agencies.
 - b. All properties are acceptable at the sole and absolute discretion of Buyer.
 - c. Buyer agrees that Agency and its affiliated licensees may present the same properties to other prospective buyers and may represent other buyers in the acquisition of the same properties.
 - d. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment.

Buyer hereby consents to receive fax or other electronic transmissions sent from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation or national origin.

BUYER

BUYER

BUYER

BUYER

BUYER(S) MAILING ADDRESS: _____

BUYER(S) PHONE NUMBER: _____

BUYER(S) EMAIL ADDRESS: _____

BUYER(S) FAX NUMBER(S): _____

Accepted by AGENCY

By: _____

Name:

Its Authorized Signer

CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "swift recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: _____ DATE: _____

COMPENSATION:

In consideration of Agency's agreement to list and promote the sale of (☐ all ☐ part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$_____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of _____% of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

BUYER'S AGENCY

☐ Yes ☐ No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
☐ Yes ☐ No This Agency's policy is to share compensation with Buyer's agents.
If Yes, Agency's policy is to offer compensation to Buyer's agents in the range of _____% to _____% of the contract price.

TRANSACTION BROKERS

☐ Yes ☐ No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
☐ Yes ☐ No This Agency's policy is to share compensation with transaction brokers.
If Yes, Agency's policy is to offer compensation to transaction brokers in the range of _____% to _____% of the contract price.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

☐ Yes ☐ No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
☐ Yes ☐ No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on _____, _____ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.

- To authorize a "For Sale" sign on the property. ☐ Yes ☐ No
- To authorize the advertising of the property. ☐ Yes ☐ No
- To authorize use of a key and/or a lock box on the property. ☐ Yes ☐ No
- To authorize Agency to divulge the existence of offers on the property. ☐ Yes ☐ No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes. ☐ Yes ☐ No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. ☐ Yes ☐ No
- To authorize inclusion of street address of the property on Internet display to the public. ☐ Yes ☐ No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. ☐ Yes ☐ No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. ☐ Yes ☐ No
- This property is monitored by audio and/or video surveillance equipment. ☐ Yes ☐ No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. ~~Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.~~ **Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.**
- **Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography, and videotelephony.**
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet ☐ Yes ☐ No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller

Seller

Seller

Seller

AGENCY

By: _____

Name:

Its Authorized Signer

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) E-mail Address: _____

SELLER(S) Fax Number(s): _____

CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you ~~for example~~, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a “swift recall”.
- 2) Then call your local law enforcement immediately (town police department or county sheriff’s office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: _____ DATE: _____

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are

and holds a _____ Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s). ☐ Yes ☐ No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. ☐ Yes ☐ No

COMPENSATION:

In consideration of Agency's agreement to list and promote the sale of (☐ all ☐ part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$_____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of _____% of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

Page 1 of 3 - ERTS Seller's Initials _____

BUYER'S AGENCY

☐ Yes ☐ No

This Agency's policy is to cooperate with other agencies acting as Buyer's agents.

☐ Yes ☐ No

This Agency's policy is to share compensation with Buyer's agents.

If Yes, Agency's policy is to offer compensation to Buyer's agents in the range of _____% to _____% of the contract price.

TRANSACTION BROKERS

☐ Yes ☐ No

This Agency's policy is to cooperate with other agencies acting as transaction brokers.

☐ Yes ☐ No

This Agency's policy is to share compensation with transaction brokers.

If Yes, Agency's policy is to offer compensation to transaction brokers in the range of _____% to _____% of the contract price.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

☐ Yes ☐ No

This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.

☐ Yes ☐ No

This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on _____, _____ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.
- To authorize a "For Sale" sign on the property. ☐ Yes ☐ No
- To authorize the advertising of the property. ☐ Yes ☐ No
- To authorize use of a key and/or a lock box on the property. ☐ Yes ☐ No
- To authorize Agency to divulge the existence of offers on the property. ☐ Yes ☐ No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes. ☐ Yes ☐ No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. ☐ Yes ☐ No
- To authorize inclusion of street address of the property on Internet display to the public. ☐ Yes ☐ No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. ☐ Yes ☐ No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. ☐ Yes ☐ No
- This property is monitored by audio and/or video surveillance equipment. ☐ Yes ☐ No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. ~~Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.~~ Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.

Page 2 of 3 - ERTS Seller's Initials _____

- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet ☐ Yes ☐ No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller

Seller

Seller

Seller

AGENCY

By: _____

Name:

Its Authorized Signer

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) E-mail Address: _____

SELLER(S) Fax Number(s): _____

CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a “swift recall”.
- 2) Then call your local law enforcement immediately (town police department or county sheriff’s office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

KICK-OUT CLAUSE ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum is to the Purchase and Sale Agreement dated _____, between

_____ ("Seller") and

_____ ("Buyer")

for property located at _____

(the "Agreement") supplements the Agreement by adding the following provision:

"This Agreement is subject to the contingency set forth in the Agreement in paragraph _____ or Addendum _____.

Seller reserves the right to continue to promote the sale of the property and to consider other offers. In the event a bona fide offer is received from another potential buyer that is acceptable to Seller, Seller shall provide written notice to Buyer. Upon receipt of such written notice, **the terms of a Sale of Property Addendum, if any, shall be void and** Buyer shall have _____ days to remove the contingency described above from the Agreement. If Buyer agrees to remove the contingency, the Agreement shall, in all other respects, remain in full force and effect. If Buyer does not remove the contingency, the Seller may terminate the Agreement and the earnest money shall be returned to Buyer. The parties agree that the existence of this clause may be disclosed to potential buyers and other licensees, but all other terms of the Agreement shall remain confidential."

If the above contingency involves the sale of property currently owned by Buyer and Buyer subsequently agrees to remove that contingency, Buyer shall either: (a) deliver to Seller a loan commitment letter from Buyer's lender expressly stating that Buyer has the financial ability to close on the financing without the sale of such property or (b) evidence satisfactory to Seller of Buyer's financial ability to close without the sale of the property and without financing. The item set forth in either (a) or (b), above, must be delivered within the time specified above along with the Buyer's signature on the Removal of Contingency section below.

All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is entered into as of the effective date of the Agreement.

SELLER	_____	BUYER	_____	Date	_____	SELLER	_____	Date	_____	
	BUYER	_____		Date	_____		SELLER	_____	Date	_____
	BUYER	_____		Date	_____		SELLER	_____	Date	_____
	BUYER	_____		Date	_____		SELLER	_____	Date	_____

NOTICE TO BUYER

Seller hereby notifies Buyer that Seller has received an acceptable offer from another potential Buyer and Buyer has the time specified above to remove the contingency described above by signing the Removal of Contingency provision set forth below and, if required, deliver the item set forth in either (a) or (b) above.

SELLER	_____	SELLER	_____	Date	_____	SELLER	_____	Date	_____	
	SELLER	_____		Date	_____		SELLER	_____	Date	_____

BUYER'S REMOVAL OF CONTINGENCY

Seller having provided written notice to Buyer as set forth above and Buyer having decided to remove the contingency described above and, if required, Buyer having delivered the item set forth in either (a) or (b), above, Seller and Buyer, by signing below, hereby agree to amend the Agreement by deleting the contingency described above.

SELLER	_____	BUYER	_____	Date	_____	SELLER	_____	Date	_____	
	BUYER	_____		Date	_____		SELLER	_____	Date	_____
	BUYER	_____		Date	_____		SELLER	_____	Date	_____
	BUYER	_____		Date	_____		SELLER	_____	Date	_____

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LISTING AGREEMENT ADDENDUM
(Extension)

To the Listing Agreement dated _____, between
_____ ("Agency")

and _____
_____ ("Seller")

for property located at _____

The terms of the Listing Agreement are modified as follows:

1. Effective as of _____ (the current Expiration Date),
the Expiration Date is extended to _____ and the Carryover Date
is extended to _____ (6 months from new Expiration Date).
2. All other terms and conditions of the Listing Agreement shall remain in full force and effect.
3. The information contained in the **Seller's** Property Disclosure is still current and correct.

Seller

Seller

Seller

Seller

Accepted by AGENCY

By: _____
Name:
Its Authorized Signer

NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT

Buyer hereby retains _____ (hereinafter "Buyer")
_____ (Agency)
on a non-exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____.
2. Agency responsibilities:
 - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
 - b. Assist the buyer to determine current market value, if requested by Buyer;
 - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or his designee for purposes of seeking advice and assistance of benefit to Buyer;
 - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
 - a. Work exclusively and conduct all negotiations through Agency on all property shown by Agency;
 - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
 - c. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
 - d. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
 - e. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selections of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisers, attorneys, closing agents).
4. Compensation:
 - a. Retainer Fee: Upon signing of this agreement, Buyer shall pay \$ _____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____ % of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make the Agency either the agent or subagent of the Seller(s).
 - c. For unlisted property, Buyer agrees to pay, or cause to be paid by Seller to Agency, a commission of \$ _____ or _____ % of the purchase price.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent EXCLUSIVE BUYER REPRESENTATION AGREEMENT with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
 - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied.
5. Other Conditions:
 - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
 - b. All properties are acceptable at the sole and absolute discretion of Buyer.
 - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
 - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
 - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
 - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
 - g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
 - h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
 - i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet ☒ Yes ☐ No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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BUYER(S) MAILING ADDRESS: _____

BUYER(S) PHONE NUMBER: _____ BUYER(S) FAX NUMBER(S): _____

BUYER(S) E-MAIL ADDRESS: _____

Accepted by AGENCY

By: _____

Name: _____ DATE

Its Authorized Signer

CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "swift recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

NON-EXCLUSIVE BUYER TRANSACTION BROKER AGREEMENT

_____ (hereinafter "Buyer") hereby retains _____ (hereinafter "Agency") as a Transaction Broker on a non-exclusive basis and in consideration of its efforts to assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions set forth herein.

A Transaction Broker does not represent any party to a real estate transaction as a client and is not bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence. A party to a real estate transaction is not vicariously liable for the acts or omissions of a Transaction Broker.

1. This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: _____.
2. Agency responsibilities:
 - a. Account in a timely manner for all money and property received.
 - b. Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
 - c. Comply with any applicable federal, state or local laws, rules, regulations or ordinances related to real estate brokerage, including fair housing and civil rights laws or regulations.
 - d. Treat all parties honestly and not knowingly give false information.
 - e. Perform such ministerial acts (acts that are informative or clerical in nature and do not rise to the level of active representation of a party, e.g., delivery of documents in a non-advisory capacity) as may be agreed upon from time to time between Buyer and Agency.
3. Agency may not:
 - a. Conduct an inspection, investigation or analysis of a property for the benefit of any party.
 - b. Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
 - c. Promote the interests of either party to a transaction except as required by law.
4. Buyer responsibilities:
 - a. Work exclusively with Agency on all properties shown by Agency.
 - b. To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
 - c. To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.
5. Compensation:
 - a. Retainer Fee: Upon signing this Agreement, Buyer shall pay \$ _____ to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
 - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ _____ or _____% of the purchase price or the amount offered by the listing agency, whichever is greater. The payment of any commission by a seller or listing agency from the sales proceeds will not make Agency either the agent or subagent of the seller.
 - c. For unlisted property, Buyer agrees to pay, **or cause to be paid,** a commission of \$ _____ or _____% of the purchase price.
 - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent written buyer transaction broker or buyer representation agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on _____ ("Carryover Date").
 - e. The commission will be earned when a contract has been accepted by a seller and all contingencies have been satisfied.
 - f. ☐ Yes ☐ No Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

6. Other conditions:

- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by Agency or other real estate agencies.
- b. All properties are acceptable at the sole and absolute discretion of Buyer.
- c. Buyer agrees that Agency and its affiliated licensees may present the same properties to other prospective buyers and may represent other buyers in the acquisition of the same properties.
- d. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: _____

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment.

Buyer hereby consents to receive fax or other electronic transmissions sent from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation or national origin.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE

BUYER'S MAILING ADDRESS: _____

BUYER'S PHONE NUMBER: _____

BUYER'S EMAIL ADDRESS: _____

BUYER'S FAX NUMBER(S): _____

Accepted by AGENCY

By: _____

Name: DATE

Its Authorized Signer

CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you **for example**, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "swift recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

PURCHASE AND SALE AGREEMENT
("days" means business days unless otherwise noted, see paragraph 23)

_____, _____
Offer Date

_____, _____ Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between _____
_____, _____ ("Buyer") and
_____, _____ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ☐ all
☐ part of (if "part of" see para. 26 for explanation) the property situated in municipality of _____,
County of _____, State of Maine, located at _____ and
described in deed(s) recorded at said County's Registry of Deeds Book(s) _____, Page(s) _____.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or
blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet
stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are
included with the sale except for the following: _____.
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: _____.

4. PERSONAL PROPERTY: The following items of personal property as viewed on _____ are included with the
sale at no additional cost, in "as is" condition with no warranties: _____.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of
\$_____. Buyer ☐ has delivered; or ☐ will deliver to the Agency within _____ days of the Effective Date,
a deposit of earnest money in the amount \$ _____. Buyer agrees that an additional deposit of earnest money
in the amount of \$ _____ will be delivered _____.
If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This
right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified,
cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: _____ ("Agency") shall hold
said earnest money and act as escrow agent until closing; this offer shall be valid until _____ (date)
_____. ☐ AM ☐ PM; and, in the event of non-acceptance, this earnest money shall be returned
promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by
the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and
execute all necessary papers on _____ (closing date) or before, if agreed in writing by both parties. If
Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to
exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller,
to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the
closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and
accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations
hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a _____ deed, and shall be free and clear of all
encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the
continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer ☐ shall ☐ shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

☐ Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

☐ Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have _____ days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Coastal Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to cause the property to be restored to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☐ No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

☐ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

☐ Buyer's ability to purchase ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.

☐ Buyer's obligation to close is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☐ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - ☐ Yes ☐ No ; Other - ☐ Yes ☐ No Explain: _____

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS:

REDUCE SPACE TO 10 LINES

27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Page 4 of 5 - P&S

Buyer(s) Initials _____ Seller(s) Initials _____

28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is _____.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____.

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
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_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ☐ AM ☐ PM.

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
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_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

The Buyer hereby accepts the counter offer set forth above.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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EXTENSION

The closing date of this Agreement is extended until _____.

DATE

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
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_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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PURCHASE AND SALE AGREEMENT - LAND ONLY
("days" means business days unless otherwise noted, see paragraph 20)

_____, _____
Offer Date

_____, _____ Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between _____ ("Buyer") and _____ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ☐ all ☐ part of (if "part of" see para. 22 for explanation) the property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County's Registry of Deeds Book(s) _____, Page(s) _____.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$_____. Buyer ☐ has delivered; or ☐ will deliver to the Agency within _____ days of the Effective Date, a deposit of earnest money in the amount \$_____. Buyer agrees that an additional deposit of earnest money in the amount of \$_____ will be delivered _____. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: _____ ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until _____ (date) _____ ☐ AM ☐ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on _____ (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a _____ deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) _____. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☐ No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. **Buyer agrees to cause the property to be restored to its pre-inspection condition.** If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: Buyer's obligation to close:

- ☐ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- ☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.
- ☐ Buyer's ability to purchase ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.
- ☐ Buyer's obligation to close is subject to financing as follows:
- Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
 - After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$_____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.
 - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

_____, _____ of _____
Licensee _____ MLS ID _____ Agency _____ MLS ID _____
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

_____, _____ of _____
Licensee _____ MLS ID _____ Agency _____ MLS ID _____
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: ☐ Yes ☐ No Explain: _____

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is _____.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____.

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ☐ AM ☐ PM.

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

The Buyer hereby accepts the counter offer set forth above.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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EXTENSION

The ~~time for the performance~~ closing date of this Agreement is extended until _____.
DATE

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
----------------	---------------	----------------	---------------

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
----------------	---------------	----------------	---------------

PROPERTY LOCATED AT: _____

PROPERTY DISCLOSURE – LAND ONLY (With Improvements)

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to ~~other~~ real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – WATER SUPPLY

TYPE OF SYSTEM: ☐ Public ☐ Private ☐ Seasonal _____ ☐ Unknown
☐ Drilled ☐ Dug ☐ Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the
(public/private/other) water system?

Pump: ☐ Yes ☐ No ☐ N/A
Quantity: ☐ Yes ☐ No ☐ Unknown
Quality: ☐ Yes ☐ No ☐ Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? ☐ Yes ☐ No
IF Yes: Date of most recent test: _____ Are test results available? .. ☐ Yes ☐ No

To your knowledge, have any test results ever been reported as unsatisfactory
or satisfactory with notation? ☐ Yes ☐ No
IF Yes, are test results available? ☐ Yes ☐ No

What steps were taken to remedy the problem? _____
Has the water been tested for radon? ☐ Yes ☐ No

If Yes: Date: _____ By: _____
Results: _____

If applicable, What remedial steps were taken? _____
Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No
Results/Comments: _____

IF PRIVATE (Strike Section if not Applicable):

INSTALLATION: Location: _____
Installed by: _____

Date of Installation: _____

USE: Number of persons currently using system: _____

Does system supply water for more than one household? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of Section I information: _____

~~Seller~~ Initials _____

Buyer

Page 1 of 4

~~Buyer~~ Initials _____

Seller

PROPERTY LOCATED AT: _____

SECTION II – WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☐ Public ☐ Private ☐ Quasi-Public _____ ☐ Unknown

IF PUBLIC OR QUASI-PUBLIC:

Have you had the sewer line inspected?..... ☐ Yes ☐ No

If Yes, what results: _____

Have you experienced any problems such as line or other malfunction?..... ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

IF PRIVATE (Strike Section if not Applicable):

Tank: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____

Tank Size: ☐ 500 Gallon ☐ 1000 Gallon ☐ Unknown ☐ Other: _____

Tank Type: ☐ Concrete ☐ Metal ☐ Unknown ☐ Other: _____

Location: _____ OR ☐ Unknown

Date Installed: _____ Date last pumped: _____ Name of pumping company: _____

Have you experienced any malfunctions?..... ☐ Yes ☐ No

If Yes, give the date and describe the problem: _____

Date of last servicing of tank: _____ Name of company servicing tank: _____

Leach Field: ☐ Yes ☐ No ☐ Unknown

If Yes, Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of last servicing of leach field: _____ Company servicing leach field: _____

Have you experienced any malfunctions? ☐ Yes ☐ No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

Do you have records of the design indicating the # of bedrooms system was designed for? ☐ Yes ☐ No

If Yes, are they available? ☐ Yes ☐ No

Is System located in a Shoreland Zone?..... ☐ Yes ☐ No ☐ Unknown

Is System located in a Coastal Shoreland Zone?..... ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of Section II information: _____

Seller Initials _____
Buyer

Page 2 of 4

Buyer Initials _____
Seller

PROPERTY LOCATED AT: _____

SECTION III – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property?..... ☐ Yes ☐ No ☐ Unknown

If Yes: Are tanks in current use?..... ☐ Yes ☐ No ☐ Unknown

If no longer in use, how long have they been out of service? _____

If tanks are no longer in use, have tanks been abandoned according to DEP?... ☐ Yes ☐ No ☐ Unknown

Are tanks registered with the DEP?..... ☐ Yes ☐ No ☐ Unknown

Age of tank(s): _____ Size of tank(s): _____

Location: _____

What materials are, or were, stored in the tank(s): _____

Have you experienced any problems such as leakage: ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL:..... ☐ Yes ☐ No ☐ Unknown

LAND FILL:..... ☐ Yes ☐ No ☐ Unknown

RADIOACTIVE MATERIAL:..... ☐ Yes ☐ No ☐ Unknown

METHAMPHETAMINE:..... ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION IV – GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, ~~private road~~/homeowner associations (including condominiums and PUD's) or restrictive covenants?..... ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Source of information: _____

Is access by means of a way owned and maintained by the State, a county or a municipality over which the public has a right to pass? ☐ Yes ☐ No ☐ Unknown

If No, who is responsible for maintenance? _____

Road Association Name (if known): _____

Are there any abandoned or discontinued town ways, any public easements or any private roads located on the property or abutting the property?..... ☐ Yes ☐ No ☐ Unknown

If Yes, describe: _____

If Yes, who is responsible for maintenance (including road association, if any): _____

Seller Initials _____

Buyer

Page 3 of 4

Buyer Initials _____

Seller

PROPERTY LOCATED AT: _____

Are there any shoreland zoning, resource protection or other overlay zone

requirements on the property?..... ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Source of information: _____

Is the property the result of a division within the last 5 years (i.e. subdivision)? ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Source of information: _____

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Blind, Working Waterfront?..... ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☐ No ☐ Unknown

Has all or a portion of the property been surveyed?..... ☐ Yes ☐ No ☐ Unknown

If Yes, is the survey available?..... ☐ Yes ☐ No ☐ Unknown

Has the property ever been soil tested?..... ☐ Yes ☐ No ☐ Unknown

If Yes, are the results available?..... ☐ Yes ☐ No ☐ Unknown

Are mobile/manufactured homes allowed?..... ☐ Yes ☐ No ☐ Unknown

Are modular homes allowed?..... ☐ Yes ☐ No ☐ Unknown

Source of information: _____

Additional information: _____

ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:..... ☐ Yes ☐ No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

SELLER DATE

SELLER DATE

SELLER DATE

SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE

Seller Initials _____

Page 4 of 4

Buyer Initials _____

PROPERTY DISCLOSURE
(Non-Residential Properties)

TO BE DELIVERED TO BUYERS PRIOR TO OR DURING PREPARATION OF OFFER

PROPERTY LOCATED AT: _____

SECTION I. UNDERGROUND STORAGE TANKS

To the best of Seller's knowledge (check one):

- ☐ No underground storage facility for the storage of oil or petroleum products exists on the premises.
- ☐ An underground oil storage facility exists on the premises which is subject to regulation by the Maine Department of Environmental Protection under 38 M.R.S.A. §561, et seq., State of Maine Registration No. _____. The underground facility ☐ has ☐ has not been abandoned in place.

SECTION II. HAZARDOUS MATERIALS

Pursuant to the Rules of the Maine Real Estate Commission, Licensee discloses that the Seller is making no representations regarding current or previously existing known hazardous materials on or in the Real Estate described above, except as follows:

(attach additional sheets as necessary)

Buyer is encouraged to seek information from professionals regarding any specific hazardous material issue or concern.

SECTION III. MATERIAL DEFECTS

Material defects pertaining to the physical condition of the property:

(attach additional sheets as necessary)

PROPERTY LOCATED AT: _____

(NOTE: Unbold Above Title)

SECTION IV. ROAD MAINTENANCE

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? ☐ Yes ☐ No ☐ Unknown

If No, who is responsible for maintenance? _____

Road Association Name (if known): _____

~~Are there any abandoned or discontinued town ways, any public easements or any private roads located on the property or abutting the property? ☐ Yes ☐ No ☐ Unknown~~

~~IF YES: describe: _____~~

~~IF YES, who is responsible for maintenance (including road association, if any): _____~~

The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date.

Seller Date

Seller Date

Seller Date

Seller Date

The undersigned hereby acknowledge receipt of this Property Disclosure prior to the preparation of an offer to purchase the Real Estate.

Buyer Date

Buyer Date

Buyer Date

Buyer Date

PROPERTY LOCATED AT: _____

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to ~~other~~ real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. ~~STRIKE~~, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – WATER SUPPLY

TYPE OF SYSTEM: ☐ Public ☐ Private ☐ Seasonal _____ ☐ Unknown
☐ Drilled ☐ Dug ☐ Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the
(public/private/other) water system?

Pump (if any): ☐ N/A ☐ Yes ☐ No ☐ ~~N/A~~ Unknown

Quantity: ☐ Yes ☐ No ☐ Unknown

Quality: ☐ Yes ☐ No ☐ Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? ☐ Yes ☐ No

If Yes, Date of most recent test: _____ Are test results available? .. ☐ Yes ☐ No

To your knowledge, have any test results ever been reported as unsatisfactory
or satisfactory with notation? ☐ Yes ☐ No

If Yes, are test results available? ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

IF PRIVATE (~~Strike Section if Not Applicable~~):

INSTALLATION: Location: _____

Installed by: _____

Date of Installation: _____

USE: Number of persons currently using system: _____

Does system supply water for more than one household? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of Section I information: _____

~~Seller~~ Initials _____

Buyer

Page 1 of 7

~~Buyer~~ Initials _____

Seller

PROPERTY LOCATED AT: _____

SECTION II — WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☐ Public ☐ Private ☐ Quasi-Public _____ ☐ Unknown

IF PUBLIC OR QUASI-PUBLIC:

Have you had the sewer line inspected?..... ☐ Yes ☐ No

If Yes, what results: _____

Have you experienced any problems such as line or other malfunctions? ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

IF PRIVATE (Strike Section if Not Applicable):

Tank: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____

Tank Size: ☐ 500 Gallon ☐ 1000 Gallon ☐ Unknown ☐ Other: _____

Tank Type: ☐ Concrete ☐ Metal ☐ Unknown ☐ Other: _____

Location: _____ OR ☐ Unknown

Date installed: _____ Date last pumped: _____ Name of pumping company: _____

Have you experienced any malfunctions? ☐ Yes ☐ No

If Yes, give the date and describe the problem: _____

Date of last servicing of tank: _____ Name of company servicing tank: _____

Leach Field: ☐ Yes ☐ No ☐ Unknown

If Yes, Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of last servicing of leach field: _____ Company servicing leach field: _____

Have you experienced any malfunctions? ☐ Yes ☐ No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

Do you have records of the design indicating the # of bedrooms the system was designed for? ☐ Yes ☐ No

If Yes, are they available? ☐ Yes ☐ No

Is System located in a Shoreland Zone? ☐ Yes ☐ No ☐ Unknown

Is System located in a Coastal Shoreland Zone?..... ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of Section II information: _____

Seller Initials _____
Buyer

Page 2 of 7

Buyer Initials _____
Seller

PROPERTY LOCATED AT: _____

SECTION III – HEATING SYSTEM(S)/HEATING SOURCES(S)

NOTE: Programming change to tab from top to bottom ... not across.

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)				
Age of system(s) or source(s)				
Name of company that services system(s) or source(s)				
Date of most recent service call				
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)				
Malfunction per system(s) or source(s) within past 2 years				
Other pertinent information				

Are there fuel supply lines? ☐ Yes ☐ No ☐ Unknown

Are any buried? ☐ Yes ☐ No ☐ Unknown

Are all sleeved? ☐ Yes ☐ No ☐ Unknown

Chimney(s): ☐ Yes ☐ No

If Yes, are they lined: ☐ Yes ☐ No ☐ Unknown

Is more than one heat source vented through one flue? ☐ Yes ☐ No ☐ Unknown

Had a chimney fire: ☐ Yes ☐ No ☐ Unknown

Has chimney(s) been inspected? ☐ Yes ☐ No ☐ Unknown

If Yes, when date: _____

Date chimney(s) last cleaned: _____

Direct/Power Vent(s): ☐ Yes ☐ No ☐ Unknown

Has vent(s) been inspected? ☐ Yes ☐ No ☐ Unknown

If Yes, date: _____

Comments: _____

Source of Section III information: _____

SECTION IV – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? ☐ Yes ☐ No ☐ Unknown

If Yes, are tanks in current use? ☐ Yes ☐ No ☐ Unknown

If no longer in use, how long have they been out of service? _____

If tanks are no longer in use, have tanks been abandoned according to DEP? ☐ Yes ☐ No ☐ Unknown

Are tanks registered with DEP? ☐ Yes ☐ No ☐ Unknown

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Seller Initials _____
Buyer

Page 3 of 7

Buyer Initials _____
Seller

PROPERTY LOCATED AT: _____

What materials are, or were, stored in the tank(s)? _____

Have you experienced any problems such as leakage: ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

B. ASBESTOS — Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? ☐ Yes ☐ No ☐ Unknown

In the ceilings? ☐ Yes ☐ No ☐ Unknown

In the siding? ☐ Yes ☐ No ☐ Unknown

In the roofing shingles? ☐ Yes ☐ No ☐ Unknown

In flooring tiles? ☐ Yes ☐ No ☐ Unknown

Other: _____ ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☐ Yes ☐ No ☐ Unknown

If Yes: Date: _____ By: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No

Results/Comments: _____

Source of information: _____

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☐ No ☐ Unknown

If Yes: Date: _____ By: _____

Results: _____

If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No

Results/Comments: _____

Source of information: _____

E. METHAMPHETAMINE - Current or previously existing: ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

Seller Initials _____

Buyer

Page 4 of 7

Buyer Initials _____

Seller

PROPERTY LOCATED AT: _____

F. LEAD-BASED PAINT/PAINT HAZARDS — (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... ☐ Yes ☐ No ☐ Unknown ☐ Unknown (but possible due to age)

If Yes, describe location and basis for determination: _____

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: ☐ Yes ☐ No

If Yes, describe: _____

Are you aware of any cracking, peeling or flaking paint? ☐ Yes ☐ No

Comments: _____

Source of information: _____

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☐ No ☐ Unknown

LAND FILL: ☐ Yes ☐ No ☐ Unknown

RADIOACTIVE MATERIAL: ☐ Yes ☐ No ☐ Unknown

Other: _____

Source of information: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V — GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, ~~private road~~, homeowner associations (including condominiums and PUD's) or restrictive covenants? ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Source of information: _____

~~Answer only one of the following sets of questions depending on the type of property:~~

~~If the subject property consists of at least one, but not more than four, residential dwelling units:~~

~~Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? ☐ Yes ☐ No ☐ Unknown~~

~~If No, who is responsible for maintenance? _____~~

~~Road Association Name (if known): _____~~

~~For all other properties:~~

~~Are there any abandoned or discontinued town ways, any public easements or any private roads located on the property or abutting the property? ☐ Yes ☐ No ☐ Unknown~~

~~If Yes, describe: _____~~

~~If Yes, who is responsible for maintenance (including road association, if any): _____~~

~~Seller~~ Initials _____
~~Buyer~~

Page 5 of 7

~~Buyer~~ Initials _____
~~Seller~~

PROPERTY LOCATED AT: _____

Are there any tax exemptions or reductions for this property for any reason including but not limited to:
Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....
_____ ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☐ No ☐ Unknown

Is house now covered by flood insurance policy (not a determination of flood zone) ☐ Yes ☐ No ☐ Unknown

Equipment leased or not owned (e.g. including but not limited to, propane tank, hot water heater, satellite dish,
water filtration system, photovoltaics, wind turbines): Type: _____

Year Principal Structure Built: _____

What year did Seller acquire property? _____

Roof: Year Shingles/Other Installed: _____

Water, moisture or leakage: _____

Comments: _____

Foundation/Basement:

Is there a Sump Pump? ☐ Yes ☐ No ☐ Unknown

Water, moisture or leakage since you owned the property: ☐ Yes ☐ No ☐ Unknown

Prior water, moisture or leakage? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Mold: Has the property ever been tested for mold? ☐ Yes ☐ No ☐ Unknown

If Yes, are test results available? ☐ Yes ☐ No

Electrical: ☐ Fuses ☐ Circuit Breaker ☐ Other: _____ ☐ Unknown

Has all or a portion of the property been surveyed? ☐ Yes ☐ No ☐ Unknown

If Yes, is the survey available? ☐ Yes ☐ No ☐ Unknown

Manufactured Housing – Is the residence a:

Mobile Home ☐ Yes ☐ No ☐ Unknown

Modular ☐ Yes ☐ No ☐ Unknown

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may
have an adverse impact on health/safety: _____

Source of Section V information: _____

Seller Initials _____
Buyer

Buyer Initials _____
Seller

PROPERTY LOCATED AT: _____

SECTION VI— ADDITIONAL INFORMATION

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: ☐ Yes ☐ No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
-----------------	---------------	-----------------	---------------

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
----------------	---------------	----------------	---------------

PROPERTY LOCATED AT: _____

PROPERTY DISCLOSURE – LAND ONLY

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to ~~other~~ real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. ~~STRIKE~~, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on your property? ☐ Yes ☐ No ☐ Unknown

If Yes: Are tanks in current use?..... ☐ Yes ☐ No ☐ Unknown

If no longer in use, how long have they been out of service? _____

If tanks are no longer in use, have tanks been abandoned according to DEP?..... ☐ Yes ☐ No ☐ Unknown

Are tanks registered with DEP?..... ☐ Yes ☐ No ☐ Unknown

Age of tank(s): _____ Size of tank(s): _____

Location: _____

What materials are, or were, stored in the tank(s): _____

Have you experienced any problems such as leakage: ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☐ No ☐ Unknown

LAND FILL:..... ☐ Yes ☐ No ☐ Unknown

RADIOACTIVE MATERIAL:..... ☐ Yes ☐ No ☐ Unknown

METHAMPHETAMINE: ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

~~Seller~~ Initials _____
Buyer

Page 1 of 3

~~Buyer~~ Initials _____
Seller

PROPERTY LOCATED AT: _____

SECTION II – GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, ~~private road~~/homeowner associations (including condominiums and PUD's) or restrictive covenants? ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Source of information: _____

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? ☐ Yes ☐ No ☐ Unknown

If No, who is responsible for maintenance? _____

Road Association Name (if known): _____

~~Are there any abandoned or discontinued town ways, any public easements or any private roads located on the property or abutting the property?..... ☐ Yes ☐ No ☐ Unknown~~

~~If Yes, describe: _____~~

~~If Yes, who is responsible for maintenance (including road association, if any): _____~~

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?..... ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Source of information: _____

Is the property the result of a division within the last 5 years (i.e. subdivision)? ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Source of information: _____

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront?..... ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☐ No ☐ Unknown

Has all or a portion of the property been surveyed?..... ☐ Yes ☐ No ☐ Unknown

If Yes, is the survey available?..... ☐ Yes ☐ No ☐ Unknown

Has the property ever been soil tested?..... ☐ Yes ☐ No ☐ Unknown

If Yes, are the results available?..... ☐ Yes ☐ No ☐ Unknown

Are mobile/manufactured homes allowed?..... ☐ Yes ☐ No ☐ Unknown

Are modular homes allowed?..... ☐ Yes ☐ No ☐ Unknown

Source of information: _____

Additional Information: _____

~~Seller~~ Initials _____

~~Buyer~~

Page 2 of 3

~~Buyer~~ Initials _____

~~Seller~~

PROPERTY LOCATED AT: _____

ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:..... ☐ Yes ☐ No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

SELLER DATE

SELLER DATE

SELLER DATE

SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE

SALE OF PROPERTY ADDENDUM - IF ALREADY UNDER CONTRACT

To Agreement dated _____, between

_____ ("Seller")

and _____

_____ ("Buyer")

for property located at _____

_____ ("Property #1")

The Purchase and Sale Agreement is further subject to the following terms:

1. Buyer's obligations under the Agreement are subject to closing on the sale of Buyer's property located at: _____ ("Property #2") which is currently under contract. Buyer shall notify Seller in writing if the purchase and sale agreement for Property #2 expires or is terminated. Any failure of Buyer to notify Seller within 2 days of such expiration or termination shall be a default under the Agreement.
2. Upon receipt of notification from Buyer that the purchase and sale agreement for Property #2 has expired or been terminated, Seller shall have the right to declare the Agreement null and void by written notice to Buyer in which case any earnest money shall be returned to Buyer.
3. Buyer shall have until _____ (date) to close on the sale of Property #2. Buyer shall notify Seller that the closing on the sale of Property #2 has occurred within 24 hours after closing.
4. The closing date on Property #1 described in the TITLE AND CLOSING paragraph of the Agreement shall be _____ days from the closing on the sale of Property #2 or on _____ (date) ~~days from the Effective Date of the Agreement~~, whichever comes first, or such earlier date as agreed to by both parties.
5. If Buyer does not close on the sale of Property #2 by the date specified above, Seller shall have the right to declare the Agreement null and void by written notice to Buyer in which case any earnest money shall be returned to Buyer.

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

SALE OF PROPERTY ADDENDUM - IF NOT UNDER CONTRACT

To Agreement dated _____, between

_____ ("Seller")

and _____

_____ ("Buyer")

for property located at _____ ("Property #1")

The Purchase and Sale Agreement is further subject to the following terms:

1. Buyer's obligations under the Agreement are subject to closing on the sale of Buyer's property located at: _____ ("Property #2"). If Property #2 is not currently listed for sale, Buyer agrees to list Property #2 with a real estate brokerage agency and submit it to a multiple listing service within 5 _____ days of the Effective Date of this Agreement and in good faith to actively market Property #2 for sale until it is put under contract.
2.

a) Buyer shall have until _____ (date) ~~days from the Effective Date of the Agreement~~ to enter into a bona fide purchase and sale agreement for the sale of Property #2. Buyer shall provide Seller with the effective date of such purchase and sale agreement within 24 hours of entering into such agreement. Buyer shall notify Seller in writing if the purchase and sale agreement for Property #2 expires or is terminated. Any failure of Buyer to notify Seller within 2 days of such expiration or termination shall be a default under the Agreement. At any time prior to entering into a purchase and sale agreement for Property #2, Buyer shall have the right to declare the Agreement null and void by written notice to Seller in which case the earnest money, if any, shall be returned to Buyer.

b) ☐ Yes ☐ No Upon notification to Seller that Buyer has entered into a purchase and sale agreement for the sale of Property #2, Seller's right under any Kick-Out Clause Addendum involving the sale of Property #2 shall be suspended. If Seller is notified that the purchase and sale agreement for Property #2 has expired or has terminated, Seller's rights under any Kick-Out Clause Addendum shall be reinstated.

c) Once notice has been given by Seller under the Kick-Out Clause Addendum, Buyer's ability to place their home under contract and have the terms of the preceding paragraph apply, is terminated.
3. If Property #2 is not submitted to a multiple listing service as required in paragraph 1, above, or upon receipt of notification from Buyer that the purchase and sale agreement for Property #2 has expired or been terminated, Seller shall have the right to declare the Agreement null and void by written notice to Buyer in which case the earnest money, if any, shall be returned to Buyer.
4. Buyer shall have until _____ (date) ~~days from the effective date of the purchase and sale agreement~~ for the sale of Property #2 to close on the sale of Property #2. Buyer shall notify Seller that the closing on the sale of Property #2 has occurred within 24 hours after closing.

5. The closing date on Property #1 described in the TITLE AND CLOSING paragraph of the Agreement shall be _____ days from the closing on the sale of Property #2 or on _____ (date) ~~days from the Effective Date of the Agreement~~, whichever comes first, or such earlier date as agreed to by both parties.
6. If Buyer does not enter into a bona fide purchase and sale agreement for the sale of Property #2 or close on the sale of Property #2 within the deadlines specified above, Seller shall have the right to declare the Agreement null and void by written notice to Buyer in which case the earnest money, if any, shall be returned to Buyer.
7. Notwithstanding anything to the contrary in the Agreement, all time periods and deadlines for performance set forth in the Agreement, other than those set forth in this Addendum, including the obligation to deliver the earnest money, shall run from the effective date of Buyer's purchase and sale agreement for Property #2 rather than the Effective Date of the Agreement, unless prior to entering into a purchase and sale agreement for Property #2, Buyer agrees to remove the sale of Property #2 as a contingency in which case they shall run from the date the Agreement is amended to remove said contingency.
8. The deadline for completion of the investigations set forth in the DUE DILIGENCE paragraph of the Agreement shall run from either: ☐ the date determined under paragraph 7, above, for all of the deadlines in the Agreement, or ☐ the Effective Date of the Agreement. (NOTE: This deadline will run from the date determined in paragraph 7, above, if neither of the options in this paragraph is selected.)

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

SUSPENSION/TERMINATION OF BUYER REPRESENTATION AGREEMENT

BUYER: _____

AGENCY: _____

Buyer entered into a buyer representation agreement with Agency on _____, with an Expiration Date of _____ ("Buyer Agreement").

I. SUSPENSION OF BUYER REPRESENTATION AGREEMENT

Buyer requests to suspend all activity under the Buyer Agreement for the following reason(s):

Buyer understands and Agency agrees that Agency's responsibilities under the Buyer Agreement shall cease, but Agency's right to receive compensation as set forth in Paragraph 4 of the Buyer Agreement remains in full force and effect.

_____ Buyer	_____ Date	_____ Buyer	_____ Date
----------------	---------------	----------------	---------------

_____ Buyer	_____ Date	_____ Buyer	_____ Date
----------------	---------------	----------------	---------------

Agency agrees to the suspension of activity under the Buyer Agreement, subject to the terms set forth above.

AGENCY

By: _____

Name: _____ Date

Its Authorized Signer

II. TERMINATION OF BUYER REPRESENTATION AGREEMENT

The parties hereby mutually agree to terminate the Buyer Agreement effective as of the date of this termination. Both parties are relieved of any further obligations under the Buyer Agreement.

Buyer Date

Buyer Date

Buyer Date

Buyer Date

AGENCY

By: _____

Name: _____ Date

Its Authorized Signer

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All Rights Reserved. Revised 2020

➤ Recommendation for Edit to the Clause Library for 2020

Specifications/Work List

This Agreement is contingent on Seller completing, prior to closing, the work described in a Specifications and Work List. The Specifications and Work List shall be submitted by Seller to Buyer within ____ days of the Effective Date of this Agreement. Said list shall outline the materials to be used (if applicable) and the work to be completed. Seller and Buyer shall agree on the final Specifications and Work List within ____ days of the Effective Date of this Agreement. **The work shall be completed at the expense of: _____ within ____ days prior to closing.** In the event that the Specifications and Work List is not received by Buyer within the first deadline above and is not finalized by Seller and Buyer within the second deadline above, Buyer may declare this Agreement null and void and any earnest money shall be returned to Buyer.

➤ Recommendations to Add to the Clause Library for 2020:

Broker Price Opinion (pursuant to 32 M.R.S. §14004)

“This opinion or appraisal was prepared solely for the client, for the purpose and function stated in this report and is not intended for subsequent use. It was not prepared by a licensed or certified appraiser and may not comply with the appraisal standards of the uniform standards of professional appraisal practice.”

Leased or Liened Items and Systems:

Seller shall, within the time specified in paragraph ____, (i) disclose to Buyer if any item or system specified in paragraph ____ or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph ____ and ____.