

2025 Phase II Forms Changes

(Approved by MAR Board of Directors – August 14, 2024)

(Additions are highlighted in yellow; Deletions are marked with STRIKE-THROUGH and GRAY)

► Changes to Existing Forms

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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 **Eastern Time**; 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	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 take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, 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, 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, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are 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:

Not Subject to Financing

- ☐ 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.
- ☐ Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays and/or closing costs.

Subject to Financing

- ☐ 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 the 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 14e shall remain in full force and effect.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

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 withdrawals of 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. **Buyer is advised that Seller or Seller's agent may disclose the terms of this offer (if rejected), to others when it is used as a Competing Offer to accompany an Escalation Addendum.**

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:

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.

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.
29. Upon acceptance of the offer or counteroffer, Seller 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.

Buyer's Mailing address is _____.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
_____ BUYER	_____ DATE	_____ BUYER	_____ DATE

Seller hereby accepts the offer set forth above.

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 Eastern Time.

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
_____ SELLER	_____ DATE	_____ SELLER	_____ DATE

The Buyer hereby accepts the counter offer set forth above.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
_____ BUYER	_____ DATE	_____ BUYER	_____ DATE

EXTENSION

The 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



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 of \$_____. 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:
- 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 **Eastern Time**; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.
4. 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.
5. 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.
6. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
7. 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.
8. 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.
9. 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 take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, 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, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are 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.

10. FINANCING: Buyer's obligation to close:

Not Subject to Financing

- ☐ 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.
- ☐ Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays and/or closing costs.

Subject to Financing

- ☐ 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.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 withdrawals of counteroffers will be effective upon communication, verbally or in writing.

19. 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.

20. 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. **Buyer is advised that Seller or Seller's agent may disclose the terms of this offer (if rejected), to others when it is used as a Competing Offer to accompany an Escalation Addendum.**

21. OTHER CONDITIONS:

22. 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.

23. ADDENDA: ☐ Yes ☐ No Explain: _____

24. 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.
25. Upon acceptance of the offer or counteroffer, Seller 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.

Buyer's Mailing address is _____.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE

Seller hereby accepts the offer set forth above.

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 Eastern Time.

SELLER DATE

SELLER DATE

SELLER DATE

SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE

BUYER DATE

BUYER DATE

BUYER DATE

EXTENSION

The 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



COUNTER OFFER ADDENDUM

Date: _____

Regarding offer dated _____
by _____

_____ (Buyer)
to _____

_____ (Seller) regarding
property located at _____

I (we) as Seller of the property described herein agree 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, the Seller's signature(s) constitutes only an offer to sell on the above terms and the offer will expire unless accepted with the Buyer's signature(s) with communication of such signature(s) to Seller or Seller's agent by (date) _____ (time) _____ AM PM
Eastern Time.

(Seller) (Date) _____ (Seller) (Date)

(Seller) (Date) _____ (Seller) (Date)

☐ The undersigned Buyer hereby accepts the counter offer proposal set forth above.

☐ The undersigned Buyer hereby accepts the proposal set forth above with the following changes or amendments:

(Buyer) (Date) _____ (Buyer) (Date)

(Buyer) (Date) _____ (Buyer) (Date)

Seller accepts Buyer's changes or amendments to Seller's counter offer and agrees to sell on the above terms and conditions.

(Seller) (Date) _____ (Seller) (Date)

(Seller) (Date) _____ (Seller) (Date)



SHORT SALE COUNTEROFFER ADDENDUM

To Agreement dated _____, between

and _____ ("Seller")

for property located at _____

Buyer agrees to the terms and conditions of Seller's counteroffer, including the terms and conditions of the Short Sale Addendum which Seller has made a part of the Agreement, subject to Seller agreeing to the following additional condition:

Seller agrees to discontinue all advertising and marketing of the Property and to not consider any further offers for the Property during the term of the Agreement, unless required to do so by Seller's secured creditor(s).

This counteroffer will expire unless accepted by Seller's signature with communication of such signature to Buyer by (date) _____ (time) _____ ☐ AM ☐ PM **Eastern Time**.

Buyer Date

Buyer Date

Buyer Date

Buyer Date

Seller hereby accepts the counteroffer set forth above.

Seller Date

Seller Date

Seller Date

Seller Date



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CONDOMINIUM ADDENDUM - RESALES

To Agreement dated _____, between

("Seller")
and _____
("Buyer")
for property located at _____

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

1. Seller shall provide Buyer, at Seller's expense, with the following within the indicated number of days from the Effective Date of this Agreement:
 - a. A copy of the current Condominium Declaration, Bylaws and Rules/Regulations within _____ days;
 - b. Copies of the minutes of meetings of the Association and its Board of Directors for the preceding _____ months within _____ days; and
 - c. An original Resale Certificate for the Condominium Association in accordance with the Maine Condominium Act * within _____ days.
2. Buyer shall have _____ days (by statute cannot be less than 5 calendar days) from receipt to review and approve the above documents. If Buyer is not satisfied with such documents, Buyer may terminate this Agreement by written notice to Seller within the specified number of days in which case the earnest money deposit shall be returned to Buyer. In the event Buyer does not so notify Seller within the specified number of days, this contingency is waived by Buyer.
3. Seller shall provide Buyer with an updated Resale Certificate if required by Buyer's lender or closing agent and shall provide Buyer with a lender questionnaire if required by Buyer's lender. Buyer will pay any fee charged by the association for these documents when due.
4. Seller represents that condominium association fees in the current amount of \$_____ are due
☐ monthly ☐ quarterly, and include the following:

• Water:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Sewer:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Heat:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Hot Water:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Insurance: (common areas)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Maintenance: (common areas)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown

For Property Located At: _____

5. Are there any special assessments known to the Seller? ☐ Yes ☐ No ☐ Unknown

If Yes, explain: _____

6. Buyers are required to pay an entry fee of \$_____ to the association at closing.

The association fees are payable to _____

at the following address: _____

Buyer Date

Seller Date

Buyer Date

Seller Date

Buyer Date

Seller Date

Buyer Date

Seller Date

* The Maine Condominium Act establishes the following requirements in connection with the resale of a condominium unit: A unit owner is required to furnish to a purchaser a copy of the declaration (other than the plats and plans), the bylaws, the rules or regulations of the association, and a reasonably current certificate containing the items set forth in 33 MRSA §1604-108. The condominium's association is required, within 10 calendar days after a request by a unit owner and payment of any reasonable fee established by the association, to furnish a certificate containing the information necessary to enable the unit owner to comply with this requirement. If the certificate is not provided prior to execution of the purchase contract, the purchase contract is voidable by the purchaser until the certificate has been provided and for 5 calendar days thereafter or until conveyance, whichever first occurs.



REFERRAL AGREEMENT

This Referral Agreement is entered into by and between _____
_____ of _____ ("Referring Agency")
and _____ of _____ ("Receiving Agency").

WHEREAS, Referring Agency is referring a listing or buying prospect to Receiving Agency in return for the compensation agreed to herein.

NOW, THEREFORE, Referring Agency and Receiving Agency agree as follows:

1. Referred ~~Client Information~~ Listing or Buying Prospect:

Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

2. Referral Being Made:

_____ Listing prospect being referred by Referring Agency to Receiving Agency
_____ Buying prospect being referred by Referring Agency to Receiving Agency

3. Referral Fee: Receiving Agency agrees to pay Referring Agency a referral fee as follows:
_____ % of the listing side commission paid to the Receiving Agency
_____ % of the selling side commission paid to the Receiving Agency

4. Term (check one)

_____ This Agreement shall terminate on _____ (Date).
_____ This Agreement shall terminate when Receiving Agency has closed or completed the transaction(s) for which Referring Agency made this referral.

5. Geographical Area

This Agreement is specific to properties located in the following areas: _____
_____.

6. Other

_____.

REFERRING AGENCY

By: _____
Name: _____ Date _____
Its Authorized Signer

Mailing address: _____

Email: _____
Phone: _____
Fax: _____

RECEIVING AGENCY

By: _____
Name: _____ Date _____
Its Authorized Signer

Mailing address: _____

Email: _____
Phone: _____
Fax: _____



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RESERVATION AGREEMENT

(Unapproved Subdivision)

This Reservation Agreement is entered into by and between _____

_____ of _____ ("Seller")
and _____

_____ of _____ ("Buyer")

WHEREAS, Seller is the owner of, or has contracted to purchase, property located at _____
_____ in _____, Maine (the "Property"); and

WHEREAS, Seller intends to develop the Property into a residential subdivision (the "Subdivision"); and

WHEREAS, Seller has made, or plans to make, application for subdivision approval to the appropriate municipality(ies) but is unable to accurately predict when, or if, final approval will be received; and

WHEREAS, Buyer wishes to reserve the right to select a lot in the Subdivision for purchase once final subdivision approval has been obtained.

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Buyer shall have the _____ choice of lots in the Subdivision. The price and terms of the purchase shall be as agreed upon between Buyer and Seller in a separate purchase agreement to be entered into by the parties after final subdivision approval has been obtained.
2. Upon execution of this Agreement, Buyer ☐ has delivered or ☐ will deliver within _____ days ~~made~~ a deposit of \$ _____ (the "Deposit") to be held in escrow by _____.
If Buyer and Seller enter into a purchase agreement for the purchase of a lot in the Subdivision, the Deposit shall be credited towards the earnest money deposit required under the terms of such agreement and held in escrow under the terms thereof.
3. Seller shall notify Buyer in writing when final subdivision approval has been obtained for the Subdivision. Buyer shall have seven (7) business days from receipt of such notice to enter into a purchase agreement for the Subdivision lot of Buyer's choice selected from those still available. If Buyer does not enter into a purchase agreement within the seven-day period, this Agreement shall terminate, Buyer shall forfeit their selection priority and the Deposit shall be promptly returned to Buyer.
4. Buyer may terminate this Agreement at any time by giving written notice to Seller or Seller's agent in which case the Deposit shall be promptly returned to Buyer.

5. The parties acknowledge that this is an agreement solely to reserve an order of priority for selecting lots in the Subdivision after final subdivision approval has been obtained. This Agreement shall not be construed as an offer or agreement to sell a lot in the Subdivision.

NOTICE TO BUYER (Subdivision Approval)

Seller hereby notifies Buyer that final subdivision approval had been obtained for the Subdivision.

NOTICE TO SELLER (Termination)

Buyer hereby terminates this Agreement. The Deposit shall be returned to the Buyer.

Page 2 of 2

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 _____ 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) 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) 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.

For Property Located At: _____

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), 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



EXCLUSIVE BUYER TRANSACTION BROKER AGREEMENT

_____ (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. **The affiliated licensee for this transaction is _____**

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, **and accounting**. 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: _____.

☐ Yes ☐ No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:
- Account in a timely manner for all money and property received.
 - Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
 - 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.
 - Treat all parties honestly and not knowingly give false information.
 - 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:
- Conduct an inspection, investigation or analysis of a property for the benefit of any party.
 - Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
 - Promote the interests of either party to a transaction except as required by law.
4. Buyer responsibilities:
- Work exclusively with Agency.
 - 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.
 - To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
 - To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.
 - 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:
- Agency commissions are not set by law and are fully negotiable.
- 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.
 - 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 from the Seller or out of the listing agency's commission, Buyer will only be required to pay the difference, if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. 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).
 - For unlisted property, Buyer agrees to pay, or cause to be paid, 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. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. 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 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:
- 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.
 - All properties are acceptable at the sole and absolute discretion of Buyer.
 - 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.
 - Buyer authorizes the disclosure of information herein Maine Listings, closing agent, and lender, if any, upon request for verification and compliance purposes.
 - 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.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

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

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

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

BUYER(S) MAILING ADDRESS: _____

BUYER(S) PHONE NUMBER: _____

BUYER(S) EMAIL ADDRESS: _____

BUYER(S) FAX NUMBER(S): _____

Accepted by AGENCY on _____ (Date)

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

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. **The affiliated licensee for this transaction is _____.**

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, and accounting. 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: _____.

☐ Yes ☐ No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:

- Account in a timely manner for all money and property received.
- Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
- 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.
- Treat all parties honestly and not knowingly give false information.
- 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:

- Conduct an inspection, investigation or analysis of a property for the benefit of any party.
- Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
- Promote the interests of either party to a transaction except as required by law.

4. Buyer responsibilities:

- Work exclusively with Agency on all properties shown by Agency.
- To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
- To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.

5. Compensation:

Agency commissions are not set by law and are fully negotiable.

- 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.
- 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 from the Seller or out of the listing agency's commission, Buyer will only be required to pay the difference, if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. 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).
- For unlisted property, Buyer agrees to pay, or cause to be paid, 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. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.
- 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. 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 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. Buyer authorizes the disclosure of information herein to Maine Listings, closing agent, and lender, if any, upon request for verification and compliance purposes.
- e. 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.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

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

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

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

BUYER'S MAILING ADDRESS: _____

BUYER'S PHONE NUMBER: _____

BUYER'S EMAIL ADDRESS: _____

BUYER'S FAX NUMBER(S): _____

Accepted by AGENCY on _____ (Date)

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

SELLER TRANSACTION BROKER AGREEMENT

(Ministerial Acts Only - Not a Listing Agreement)

_____ (hereinafter "Seller")
hereby retains _____ (hereinafter "Agency")
as a Transaction Broker solely to 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) as may be agreed upon from time to time between Seller and Agency to assist in the sale of Seller's property located at _____.

The affiliated licensee for this transaction is _____.

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, diligence, and accounting. 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 _____.
2. Seller shall pay Agency \$ _____ for services performed hereunder, \$ _____ shall be paid upon execution of this Agreement and the balance shall be paid at closing.
3. 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.
4. 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.
5. Seller responsibilities:
 - a. To seek legal, tax and other professional advice and assistance as necessary relating to the sale of the above property.
 - b. To request Agency to perform specific ministerial acts in connection with the sale of the above property.

Agency commissions are not set by law and are fully negotiable.

Seller 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.

This property shall be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

SELLER _____ DATE _____ SELLER _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

Seller's Mailing Address: _____

Seller's phone number: _____ Seller's fax number: _____

Seller's email address: _____

AGENCY

By: _____

Name: _____ DATE _____

Its Authorized Signer



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CYBER / WIRE FRAUD ADVISORY

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- 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.

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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