

OFFER TO PURCHASE

The BUYER offers to Lara Shepard-Blue (SELLER) to buy the property located at 170 East Hadley Road, Unit _____ Amherst, Massachusetts under the following terms and conditions:

1. The BUYER offers to pay the sum of \$ _____, which is to be paid as follows:
 - a. \$ _____ is to be paid at the time of signing the P&S Agreement
 - b. The balance to be paid on the closing date on or before _____

2. This Agreement is subject to the following conditions:
 - a. Inspection of the property satisfactory to the BUYER, at the BUYER's expense by _____ If the BUYER is not satisfied with the inspections, the BUYER shall so notify the SELLER in writing by _____, in which event, this agreement shall terminate and the SELLER shall return any deposits made by the BUYER.

 - b. This agreement is subject to the BUYER's ability to obtain a mortgage in the amount of \$ _____ by _____ at prevailing rates and terms. If the BUYER is unable to obtain the mortgage, the BUYER shall so notify the SELLER in writing by said date, in which event this agreement shall terminate and the SELLER shall return the deposit to the BUYER.

3. Termite Inspection: The BUYER may, at BUYER's expense, obtain a termite inspection from a licensed exterminator stating that the buildings on the property are free from termites and other wood-boring insects and any damage caused thereby. If said inspection reveals such infestation or damage caused thereby, which requires repair, the SELLER shall undertake said extermination or repair, provided however, that if the cost of said extermination and/or repair exceeds \$1,000.00, the SELLER shall have the option of cancelling or fulfilling this agreement. If, given said option, SELLER elects to cancel this agreement, BUYER may pay all amounts in excess of \$1,000.00 and SELLER shall be bound to perform this agreement, paying the first \$1,000.00 of said extermination and/or damage.

4. The offer set forth in this agreement is good through _____, at or before which time this agreement shall be signed by the SELLER signifying the acceptance or rejection of such offer and returned to the BUYER without delay, otherwise, such offer shall be void and any deposit paid to bind such offer shall be returned to the BUYER immediately. If on or before _____ the parties hereto shall execute a mutually agreeable Purchase and Sale Agreement, it shall supersede this agreement and become the agreement between the parties.

5. If the parties are unable to agree on the Purchase and Sale Agreement, then this agreement shall become the binding agreement between the parties, enforceable in accordance with its terms. In such event, should the BUYER default in BUYER's obligations pursuant to this agreement, then the BUYER's deposit shall be retained by the SELLER as liquidated damages and such retention of deposit shall be the SELLER's sole remedy at law or in equity for the BUYER's default under this agreement.

THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY BEFORE SIGNING.

BUYER: _____

SELLER: _____

Date: _____