



STANDARD FORM RESIDENTIAL PURCHASE AND SALE AGREEMENT

Revised 8/18/2025

This Purchase and Sale Agreement (this “Agreement”) entered into by the Parties as of _____, 20____, sets forth the terms pursuant to which the Seller identified below agrees to sell, and the Buyer identified below agrees to buy, the Premises described in this Agreement.

Section 1. BASIC INFORMATION

Seller (Name(s) and Address):	Buyer (Name(s) and Address):
Seller’s Notice Address and Email:	Buyer’s Notice Address and Email:
Seller’s Attorney (Name/Address/Tel/Email):	Buyer’s Attorney (Name/Address/Tel/Email):

Parties: Seller and Buyer

Premises: The land, together with the buildings, structures, and other improvements located on the land, known as and numbered _____, Massachusetts. For title reference purposes only, see Deed recorded with the _____ Registry of Deeds/Registry District of the Land Court (the “Registry of Deeds”) in Book _____, Page _____/as Document No. _____.

Included Items. The following items are included in the sale of the Premises, at no additional cost, in addition to those items listed in Section 2 of this Agreement:

[] solar panels: _____ leased _____ owned
[] other: list _____

Excluded Items. The following items are excluded from the sale and will be removed from the Premises by Seller prior to the Closing:

_____ [Indicate any leased equipment that will need to be removed unless the lease can be assigned:

The Premises are
[] connected to and served by a municipal water system
[] served by an on-site well, in which case the Private Well Rider shall be attached to and become part of this Agreement
[] connected to and served by a municipal sewer system.
[] served by an on-site sewage disposal system, in which case the Title V Rider shall be attached to and become a part of this Agreement.

Purchase Price: \$ _____, payable as follows:

\$ _____ has been paid with the Offer to Purchase (the "Offer Deposit");
\$ _____ [has been] [will be] paid as an additional deposit [with] [within two (2) business days of] the signing of this Agreement (together with the Offer Deposit, the "Deposit"); and
\$ _____ is to be paid at the Closing as provided in Section 4 of this Agreement.

\$ _____ TOTAL

The Deposit (including the Offer Deposit) of \$ _____ is to be held by _____ (Listing Broker/Buyer Broker/Other), as escrow agent (the "Escrow Agent"), in accordance with Section 14 of this Agreement. This Agreement shall become effective upon the Escrow Agent's receipt of the entire Deposit.

Subject to the terms of this Agreement, the delivery of the Deed of the Premises and payment of the Purchase Price therefor (the "Closing"), shall occur on the following Closing Date and Closing Time:

Closing Date: _____, 20____ **Closing Time:** _____ Eastern Time

Broker(s): Listing Broker (Name, Address, and MA License No.):

Buyer Broker (Name, Address, and MA License No.):

Each Broker named in this Agreement has confirmed that each is duly licensed as such by the Commonwealth of Massachusetts.

Compensation to Buyer Broker payable by Seller, if any: _____

Buyer's Mortgage Contingency, [] applies; [] does not apply; if such Contingency applies, Section 19 of this Agreement shall be in effect and the following items shall be completed:

Mortgage Amount: \$ _____

Commitment Date: _____, 20____

Section 2. APPURTENANCES, FIXTURES

Included with the sale of the Premises, unless excluded as provided in Section 1 of this Agreement, are the fixtures owned by Seller and used in connection with the Premises, all being conveyed in “as is” condition, including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, satellite dishes, fences, gates, trees, shrubs, plants, dishwasher, and refrigerator.

Section 3. CONDITION OF TITLE

The Premises are to be conveyed by a good and sufficient quitclaim deed (the “Deed”) running to Buyer, or to the nominee designated by Buyer by written notice to Seller at least ten (10) days before the Closing. The Deed shall convey a good and clear record and marketable title to the Premises, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Real estate taxes for the then current fiscal year that are not due and payable on the Closing Date;
- (c) Liens for municipal betterments assessed after the date of this Agreement, if any (payment of which shall be Buyer’s responsibility); and
- (d) Easements, restrictions, and reservations of record, if any, so long as the same do not prohibit or substantially interfere with the current use of the Premises as a single family residence.

It is understood and agreed that the Premises shall not be considered to be in compliance with the provisions of this Section unless:

- (i) all structures and improvements, including but not limited to any driveway(s), garage(s), and any septic tank(s) or leaching fields and all means of access to the Premises are located wholly within the lot lines of the Premises or by means of a recorded easement and do not encroach upon, over or under any property not within such lot lines or easement boundaries;
- (ii) there is no encroachment by any building, structure, improvement or property of any kind belonging to another person or entity upon, over or under the Premises;
- (iii) the Premises abut a public way (or a private way affording legal, insurable access to the Premises), duly laid out or accepted as such by the City or Town in which the Premises are located;
- (iv) the Premises are served by all usual and customary utilities, including electric, gas (if applicable), telephone, municipal water (if applicable), municipal sewer (if applicable), and any others which are brought to the Premises directly from the street or under, across, or over land of another by means of a validly recorded, unencumbered easement of record; and
- (v) title to the Premises is insurable, for the benefit of Buyer, by a title insurance company reasonably acceptable to Buyer, pursuant to a fee owner’s policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the “jacket” to such form or policy and the standard so-called “Schedule B” exceptions and the encumbrances permitted under this Section 3.

In addition to the foregoing, if the title to the Premises is registered, the Deed shall be in form sufficient to entitle Buyer to a Certificate of Title with respect to the Premises.

Section 4. PURCHASE PRICE

The Purchase Price for the Premises, less the Deposit, is to be paid at the Closing by certified or bank check(s), or attorney IOLTA check, payable to Seller without endorsement and drawn on a bank with branches in Massachusetts, or by Federal wire transfer of immediately available funds to an account designated by Seller.

Section 5. CLOSING

(a) The Deed is to be delivered at the Closing Time on [the Closing Date](#), each as provided in Section 1 of this Agreement, at the Registry of Deeds, or, if Buyer shall give Seller not less than five (5) days notice of such change in location, at the office of Buyer's Attorney or of the attorney for Buyer's lender, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. The Parties agree that, notwithstanding the foregoing, Seller shall have the option to not attend the closing in person, but may elect to have a closing by mail, provided, all Closing documents have been provided to, and approved by, Buyer or its attorney prior to Closing.

(b) At the Closing, Seller shall deliver to Buyer certificates from the fire department of the City or Town in which the Premises are located stating that the Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law. In addition, Seller shall execute and deliver at the Closing such certifications, affidavits, and other documents as may be reasonably requested by Buyer's Attorney or the attorney for Buyer's lender (or by the attorney conducting the Closing if not Buyer's Attorney or the attorney for Buyer's lender) to consummate the transaction contemplated by this Agreement and which are consistent with the terms of this Agreement, including without limitation, a settlement statement and documents relating to: (a) absence of tenants in the Premises; (b) absence of mechanic's or materialmen's liens; (c) payment of municipal liens; (d) Seller's satisfaction of requirements imposed upon residential sellers by statute and applicable regulations; (e) the underlying financial terms of the purchase and sale; (f) the citizenship and residency of Seller; and (g) Seller's taxpayer identification number(s). In addition, if the title to the Premises is registered, Seller shall deliver at the Closing all instruments, if any, necessary to enable Buyer to obtain a Certificate of Title with respect to the Premises.

(c) After the recording of the Deed, Seller will provide Buyer with all keys, garage door openers, codes to alarms systems or other similar devices, and with all manuals and other information in Seller's possession and control regarding any and all systems, fixtures, equipment, and appliances used in connection with the Premises.

Section 6. CONDITION OF PREMISES

(a) At the Closing, full possession of the Premises shall be delivered to Buyer, free of all tenants and occupants, except as may be otherwise provided in this Agreement, the Premises to be then (i) in the same condition as they were on the date of Buyer's inspection (or if no inspection was done, on the date of this Agreement), reasonable use and wear thereof excepted, (ii) not in record violation of any existing building and zoning laws, (iii) in compliance with the provisions of any instrument referred to in clause (d) of Section 3 of this Agreement, and (iv) in broom clean condition, free of debris and of Seller's personal property not being sold with the Premises. Buyer shall be entitled to inspect the Premises prior to the Closing in order to determine whether the condition of the Premises complies with the terms of this Subsection (a).

(b) Buyer acknowledges and agrees that Buyer has been granted ample opportunity to inspect the Premises prior to execution of this Agreement, including the opportunity to obtain a home inspection with respect to home structure and systems, pest, radon, lead paint, and such other matters desired by Buyer by one or more professional home inspection service or contractor of Buyer's choice; that Buyer has, in fact, either (i) inspected the Premises and, to the extent desired by Buyer, has obtained an inspection report or reports satisfactory to Buyer, or (ii) having received a written disclosure pursuant to 760 CMR 74.03(3), a copy of which is attached hereto,¹ has waived Buyer's right to inspect the Premises, and in either case, that Buyer is satisfied with the condition of the Premises. Buyer acknowledges and agrees that Buyer is purchasing the Premises in an "AS IS" condition, without warranty of any kind, either express or implied; and that Seller has made no warranty or representations whatsoever concerning the condition of the Premises or any other matter relating to the Premises on which Buyer has relied, except as expressly set forth in and incorporated into this Agreement. In addition, Buyer acknowledges that Buyer has completed all contingency inspections as may be specifically reserved in Buyer's Offer to Purchase and is satisfied with the results thereof. The provisions of this Subsection (b) shall survive the Closing.

¹The new Home Inspection Act applies to Purchase and Sale Agreements entered into after October 15, 2025.

Section 7. EXTENSION OF THE CLOSING DATE; CONTINUING NONCONFORMANCE

(a) If Seller shall be unable to deliver title to, or possession of, the Premises, as required by this Agreement, or if, on the Closing Date, the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts (as hereinafter defined) to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the date for the Closing shall be extended to the first to occur of (i) the thirtieth (30th) day after the Closing Date, or (ii) the date of Buyer's rate lock expiration for Buyer's mortgage loan (the "Extended Closing Date"). For the purpose of this Subsection (a), "reasonable efforts" shall mean efforts costing Seller in the aggregate not more than one percent (1.0%) of the Purchase Price (including reasonable attorneys' fees but excluding amounts necessary to discharge all liens voluntarily placed on the Premises by Seller and tax and other governmental liens).

(b) If, as of the Extended Closing Date, Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, as herein agreed, or if at any time during the period of this Agreement or any extension hereof, the holder of any mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for the restoration of the Premises, then the Deposit and any other payments made under this Agreement shall be promptly refunded and all other obligations of the Parties shall cease and this Agreement shall be void, without recourse to the Parties, subject to the right of Buyer under the following Subsection (c).

(c) Buyer shall have the election, on either the Closing Date or on the Extended Closing Date, to accept such title as Seller can deliver to the Premises in their then condition and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title, except that, in the event of such conveyance in accord with the provisions of this Subsection (c), if the Premises shall have been damaged subsequent to the date hereof by fire or casualty insured against by Seller, then Seller shall, unless the Premises have previously been restored to their condition prior to such damage, pay over or assign to Buyer, at the Closing, all amounts recovered or recoverable by Seller on account of such insurance, and give to Buyer a credit against the Purchase Price equal to any amounts otherwise so recoverable that are retained by the holder of a mortgage on the Premises, less any amounts reasonably expended by Seller for any partial restoration.

Section 8. CLEARING TITLE AT CLOSING

To enable Seller to make conveyance as herein provided, Seller may, at the time of the Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed, or, in the case of a mortgage held by a bank or other financial institution, that provision for the prompt recording of the discharge of the mortgage and all other encumbrances held by such bank or other financial institution is made at the time of the Closing in accordance with customary Massachusetts conveyancing practice.

Section 9. RECORDING OF DEED DEEMED FULL PERFORMANCE

The acceptance and recording of the Deed by Buyer or Buyer's nominee, as the case may be, shall be deemed to be full performance and discharge of every agreement and obligation contained or expressed in this Agreement, except such as are, by the express terms hereof, to be performed after the Closing or expressly stated to survive the Closing.

Section 10. INSURANCE

Until the Closing, Seller shall maintain Seller's existing homeowners insurance on the Premises. All risk of loss shall remain with Seller until the recording of the Deed.

Section 11. ADJUSTMENTS

Real estate taxes for the then current fiscal year shall be apportioned and water and sewer charges and fuel value, if applicable, shall be adjusted, as of 12:01 a.m. on the date of the Closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. If the amount of the real estate taxes is not known at the time of the Closing, the taxes shall be apportioned on the basis of the estimated taxes billed for the current fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither Party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed in writing.

Section 12. BROKER'S FEE

A Broker's fee for professional services is due from Seller to (i) the Listing Broker as provided in the Listing Agreement between Seller and the Listing Broker, and (ii) to the Buyer Broker to the extent provided in Section 1 of this Agreement, in each case, only if, as, and when the Deed is recorded and the Purchase Price is paid. Any Broker's fee for professional services due to the Buyer Broker that is not payable by Seller as herein provided shall be paid by Buyer as provided in a separate agreement between Buyer and the Buyer Broker.

Section 13. NO OTHER BROKER

Each of Buyer and Seller hereby warrant and represent to the other that neither has dealt with any real estate broker or other person entitled to a commission in connection with the purchase of the Premises or in connection with this Agreement other than those referred to in Section 1 of this Agreement and each hereby agrees to indemnify and hold the other harmless from any loss, cost, damage and expense, including reasonable attorney's fees, incurred in connection with any claim for a broker's commission or finder's fee resulting from a failure of this warranty. The provisions of this Section shall survive the Closing.

Section 14. DEPOSIT

The Deposit (and any additional deposits made hereunder) shall be held in a non-interest-bearing, insured escrow account by the Escrow Agent identified in Section 1 of this Agreement, as escrow agent, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the Escrow Agent shall retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer or by a court of competent jurisdiction. The Escrow Agent shall abide by any decision of a court of competent jurisdiction as to whom the funds shall be paid and shall not be made a party to any lawsuit as a result of acting as escrow agent under this Agreement. If the Escrow Agent is made a party in violation of this Section, Seller and Buyer shall immediately take all action necessary to have the Escrow Agent dismissed from the lawsuit and the Party asserting a claim against the Escrow Agent shall pay the Escrow Agent's reasonable attorneys' fees and costs.

Section 15. BUYER'S DEFAULT; DAMAGES

If Buyer shall fail to fulfill Buyer's agreements contained in this Agreement, the Deposit (and any additional deposits made hereunder) shall be retained by Seller as liquidated damages, and this shall be Seller's sole legal and equitable remedy. Buyer and Seller agree that damages resulting from Buyer's failure to perform as herein agreed are difficult to determine and that the amount of all deposits made hereunder is a fair and reasonable estimate of the damages Seller may expect to incur in the event of a breach by Buyer. In reaching this agreement as to liquidated damages, Seller and Buyer each acknowledge that they have considered the likelihood that the actual amount of damages later determined may be greater or lesser than the stipulated amount and that the Premises may be sold by Seller, shortly after a default, to another person at a substantially higher or lower price than the Purchase Price. The provisions of this Section shall survive the Closing.

Section 16. RELEASE BY SPOUSE

Seller's spouse, if applicable, hereby agrees to join in the Deed and to release and convey all statutory and other rights and interests in the Premises.

Section 17. LIMITATION OF LIABILITY

If a Party hereto is a corporation, no shareholder, or if a Party hereto is a limited liability company, no member or manager of the company, or if a Party hereto is a trust, no trustee or beneficiary of the trust, shall be personally liable for any obligation, express or implied, hereunder. If Seller or Buyer discloses in this Agreement that either of them is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as the Buyer or the Seller, their obligations hereunder are joint and several.

Section 18. REPRESENTATIONS OF SELLER

Seller represents that, to Seller's actual knowledge:

- (a) the Premises do not contain underground fuel storage tank(s);
- (b) there has not been any generation, storage, or release of oil or hazardous materials at the Premises by Seller, other than any storage and use of fuel oil and common household cleaning and painting substances in de minimis quantities and in compliance with applicable law;
- (c) Seller has received no notice from the municipality in which the Premises are located of any violation of the Premises of any zoning or building laws or of the Massachusetts State Sanitary Codes that remains outstanding;
- (d) The Premises are not subject to any unpaid municipal betterment assessments and Seller has received no notice of any proposed betterment assessment;
- (e) Unless otherwise indicated in Section 1, the Premises are served by municipal water;
- (f) Unless the Title V Rider is attached and is a part of this Agreement, the Premises are served by municipal sewer;
- (g) Unless indicated in Section 1 as being leased, Seller has complete and unencumbered ownership of all fixtures, appliances, and equipment in the Premises included in the sale of the Premises; and
- (h) Seller is not a foreign person or persons under I.R.C. Section 1445.

Buyer acknowledges, and confirms as provided in Section 6(b) of this Agreement, that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not expressly set forth in this Agreement.

Section 19. MORTGAGE CONTINGENCY (IF APPLICABLE)

To finance its purchase of the Premises, Buyer shall apply for a conventional bank or other institutional mortgage loan of up to the Mortgage Amount set forth in Section 1 of this Agreement at prevailing rates, terms and conditions. If despite Buyer's diligent efforts a written commitment for such loan cannot be obtained on or before the Commitment Date set forth in Section 1 of this Agreement, Buyer may terminate this Agreement by written notice to Seller received by Seller not later than 5:00 p.m., Eastern Time, on the day after the Commitment Date, whereupon all deposits made under this Agreement shall be promptly refunded and all other obligations of the Parties shall cease and this Agreement shall be void, without recourse to the Parties. The failure of Buyer to provide timely notice of termination to Seller shall constitute a waiver of Buyer's right to terminate this Agreement on account of this mortgage contingency. In no event will Buyer be deemed to have used diligent efforts to obtain such commitment unless Buyer submits one (1) complete mortgage loan application conforming to the foregoing within three (3) business days after signing this Agreement.

Section 20. LEAD PAINT LAW

(a) The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

(b) Any building or structure constructed prior to 1978 may contain lead paint. Buyer has the right under law to perform a lead paint inspection of the Premises. Buyer acknowledges that Buyer has been informed by Seller of the provisions of M.G.L., Chapter 111, Section 190 et seq. and of the amendments thereto, regarding lead paint and other lead containing materials in and around the Premises being conveyed hereunder. If the Premises were constructed prior to 1978, Buyer acknowledges receipt of the DEPARTMENT OF PUBLIC HEALTH PROPERTY TRANSFER LEAD PAINT NOTIFICATION, AND PROPERTY TRANSFER NOTIFICATION CERTIFICATION published by the Massachusetts Department of Public Health (Childhood Lead Poisoning Prevention Program). By signing this Agreement, Buyer acknowledges that Buyer has received the same, and had an opportunity to review said materials, and the terms and provisions of said Chapter 111, prior to entering into this transaction. Buyer agrees that if the Premises contain lead paint, Seller shall have no obligation to Buyer to remove it or make the Premises comply with the lead paint laws. Buyer agrees to assume responsibility for compliance with the lead paint laws from and after the date of the Closing. Buyer hereby releases Seller, and Seller's agents, from any claim or liability for any damages, cost or expenses that Buyer hereafter suffers or incurs as a result of the presence of lead or about the Premises and from Seller's compliance or noncompliance with the Massachusetts lead paint laws. Buyer agrees to hold Seller harmless from and against any and all liability of any kind or nature arising out of the presence of lead paint or other lead containing material located in and around the Premises being conveyed hereunder or the breach by Seller of any provision or requirement imposed by said Chapter 111. The provisions of this Section shall survive the Closing.

Section 21. NOTICE

Whenever notice is given or required to be given by either of the Parties to the other, it shall be deemed to have been given when in writing and mailed by certified mail, return receipt requested, sent by a nationally recognized overnight delivery service, hand-delivered, or , when acknowledged as hereinafter provided, by email transmission, addressed as follows:

if to Seller, to Seller's Notice Address as set forth in Section 1 of this Agreement,

if to Buyer, to Buyer's Notice Address as set forth in Section 1 of this Agreement,

or to such other address as either Party shall have last designated by like notice in writing. Notices given hereunder shall be effective upon receipt in the case of notices given by hand, and the earlier of the date of receipt or the first attempted delivery in the case of notices given by certified mail or by overnight delivery service. Notice by email when acknowledged by response email shall also be sufficient.

Section 22. TITLE AND PRACTICE STANDARD

Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of the Massachusetts Real Estate Bar Association (REBA) shall be governed by such Standard to the extent applicable and to the extent such Standard does not contradict any expressed term or condition of this Agreement, unless there is conflicting case law, and in such event, such case law shall control.

Section 23. BUYER'S ACCESS

Buyer, Buyer's lender (if any) and their agents, appraisers, surveyors, architects, and other consultants shall have the right to enter upon the Premises after not less than two (2) days prior written notice to Seller at reasonable times for purposes of inspection, measurement, and appraisal. Seller shall have the right to limit the number of times of such entry so that the same shall not occur on more than three (3) separate days (in addition to the pre-Closing inspection pursuant to Section 6(a)). All such entries shall take place in the presence of Seller or the Listing Broker. Buyer shall indemnify Seller and hold Seller harmless from all claims, actions, costs, and expenses, including reasonable attorneys' fees, arising from any personal injury to Buyer, Buyer's lender and their agents, appraisers, surveyors, architects, and other consultants, on or about the Premises, and from any property damage to the Premises caused by such entries. The foregoing indemnification provided in this Section shall survive the Closing or the termination of this Agreement by either Party prior to the Closing.

Section 24. SELLER'S OUTSTANDING MORTGAGE(S)

Seller agrees to assist Buyer and Buyer's lender's attorney with such letters or phone calls that the holders of any outstanding mortgage(s) may require from Seller as a condition to receiving payoff figures or as a condition to paying off such mortgage(s) and any other liens or security agreements concerning the Premises. Seller shall notify Buyer and Buyer's lender of any equity line of credit secured by a mortgage on the Premises and Seller shall terminate in writing Seller's right of withdrawal or to an advance of any kind under any such line of credit thereto at least fourteen (14) days before the Closing and request that such termination be noted in any written communication by such line of credit mortgagee with Buyer's Attorney and Buyer's lender's attorney.

Section 25. AUTHORIZATION TO SIGN MODIFICATIONS AND NOTICES

In order to facilitate the execution and delivery of certain documents contemplated hereby, Seller and Buyer grant to their respective Attorney identified in Section 1 of this Agreement the actual authority to execute and deliver on each Party's behalf any (a) agreement modifying the time for the performance of any event hereunder, and (b) any notice that may be given under this Agreement, and the Parties may rely upon the signature of such Attorneys (including scanned email and facsimile) unless they have actual knowledge that a Party has disclaimed the authority granted herein.

Section 26. ERRORS IN ADJUSTMENT

If any errors or omissions are found to have occurred in any calculation or figures used, or otherwise, in the settlement statement signed by the Parties and notice thereof is given within sixty (60) days of the date of the Closing to the Party to be charged, then such Party agrees to make a payment to correct the error or omission.

Section 27. NEXT BUSINESS DAY

If the date or time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, falls or expires on a Saturday, Sunday, federal holiday, or legal bank holiday in the Commonwealth of Massachusetts, then such date or time period shall be automatically extended to the next business day or to the close of business on the next business day, as applicable.

Section 28. ENTIRE AGREEMENT

Buyer and Seller acknowledge and agree that this Agreement constitutes their entire agreement concerning the Premises and that, after execution of this Agreement by all Parties, all prior agreements (including, but not limited to, the Offer to Purchase), warranties and representations (if any), whether made orally or in writing, by them concerning the Premises shall be void and of no further effect whatsoever.

Section 29. CONSTRUCTION OF AGREEMENT; ASSIGNMENT; RECORDING

This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, is binding upon and enures to the benefit of the Parties and their respective heirs, devisees, personal representatives, successors, and permitted assigns, and may be canceled, modified, or amended only by a written instrument executed by both Seller and Buyer or their respective Attorneys as provided in Section 25. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties. Buyer shall not assign Buyer's rights under this Agreement without the prior written consent of Seller. Buyer shall not record a copy of this Agreement or any notice thereof with the Registry of Deeds or otherwise, and if Buyer breaches such restriction and records a copy of this Agreement or any notice thereof, Seller, at Seller's option, may declare Seller's obligations under this Agreement to be null and void and may deem Buyer to be in default of Buyer's obligations hereunder and retain all deposits made hereunder as liquidated damages. The designation of a title nominee pursuant to the terms of Section 3 of this Agreement shall not constitute an assignment for the purposes of this Section.

Section 30. COUNTERPARTS

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument, notwithstanding that all the Parties are not signatories to the same counterpart. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail or another method of exchanging electronic signatures (e.g. DocuSign, Adobe Sign, etc.) shall be equally as effective as delivery of any original executed counterpart, and such electronic signature and delivery shall be binding and enforceable. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

Section 31. ADDITIONAL PROVISIONS

The Riders and attachments, if any, hereto attached are incorporated herein by reference and made a part of this Agreement.

EXECUTED under seal as of the day and year first above written.

SELLER:

BUYER:

