



REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract and any changes must be approved in writing by all parties. If either party has any questions about any aspect of this transaction, they should consult with an attorney before signing this Contract.

1. Parties

Buyer Name(s) Address
Seller Name(s) Address
Parties: LEGAL NAMES and address of Buyer(s) and Seller(s)
Property: Address of Property being purchased to include unit numbers, if applicable.

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

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

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

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

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

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

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

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

4. Price. The total purchase price is \$

- (a) Buyer shall make the following deposit, by personal check, cashier's check, or cash, subject to collection, upon receipt of this fully executed Contract within three (3) calendar days thereafter. Deposit to be applied to the total purchase price. If this deposit is not paid by Buyer by the stated time, Seller at Seller's option may have the right to declare Buyer to be in default and terminate this Contract with notice to Buyer, and Seller shall thereafter be relieved of all obligations under this Contract.
(b) Buyer will make the following additional deposit by cashier's check or certified check or before calendar days after the date that this Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection.
(c) Buyer will assume the existing mortgage on the Property which, at the time of closing, will not be in default and will have a principal balance of approximately \$
(d) Seller will take back a purchase money note and mortgage as described in the attached rider:
(e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5:
(f) Buyer will pay the following balance at the closing by cashier's or certified check:
(g) TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be paid to Buyer at closing.

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

Buyer and Seller need to initial and date bottom of every page.

Buyer Initial Date Seller Initial Date
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5. Mortgage Contingency.

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

Mortgage Contingency:
Check off appropriate box.
NOTE: If the 1st or 2nd "N/A" box is checked you do not need to complete the rest of section 5.

The date by which the Buyer must have Mortgage Commitment.

Amount of points Buyer is allowed to pay.

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

- (a) Amount \$ _____
- (b) Maximum initial interest rate: _____ % per annum
- (c) Minimum term: _____ years
- (d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

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

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

- Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to pay the mortgage and the necessity of selling any real estate.
- Buyer's ability to close is contingent upon the sale of Buyer's property. See a _____

(b) Highest interest Buyer is willing to pay

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by written notice to Seller and Broker, not later than the Mortgage Contingency Date.

(d) Check all boxes that describe the type of mortgage the Buyer is getting.

(c) Number of years the Buyer's mortgage will be

If Buyer obtains a mortgage, Buyer has/have not been approved by the lender verification of employment, assets, and credit history; the lender verification binders for purchase of the one he/she is buying.

Check off whether the Buyer has any real property to sell in order to purchase the one he/she is buying.

If the Buyer has a house to sell, include Sale of Buyer's Property Contingency.

contingency Date, appraisal, initial lender verification of employment, lender approval of Buyer's creditworthiness, lender approval of common interest (if applicable), or if applicable, lender approval of common interest providing Seller and Broker, not later than the Mortgage Contingency Date, with written commitment.

If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

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

Deposit and Escrow of Deposits: Check the box indicating who is holding the deposit and then one of the boxes indicating when the deposit can be released.

6. Deposit and Escrow of Deposits. The deposits shall be held in escrow by CHECK ONE listing Broker other _____ (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

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

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

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

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

Closing: Enter the date by which the property is to close.

9. Other Conditions.

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

10. **Title.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any liens and encumbrances which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which Buyer has agreed to assume and paid by Buyer in addition to the purchase price: _____.

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

Sewer and water liens will not be assumed by buyer unless specifically stated here:

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

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

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

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

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

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

14. **Assignability.** Buyer may only assign its rights under this Contract to another party with the written consent of Seller.

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

16. **Equal Housing Rights.** Buyer acknowledges that they are aware of the Equal Housing Opportunity Act and that they are not making any purchase or rental decision on the basis of race, sex, or religion in any area specified by Buyer and which is available to the general public.

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

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

- Buyer waives the right to perform inspections under this section
- Buyer exercises their right to perform the following inspection(s):

[Applicable Only If Checked]

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

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

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

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

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

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

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

21. Financial Crimes Enforcement Network (FinCEN) Requirements. If applicable, the parties shall provide the settlement agent with any information necessary, prior to the closing, in order to comply with the required FinCEN governmental reporting rule and related Federal law requirements intended to prevent illegal financial practices.

22. Execution by Electronic Method. Buyer and Seller may enter into this Contract, amendments and riders hereto) via email, by electronic signature, or by other electronic means, with the consent of both parties, and either party may consent by email or in writing, but such consent shall be in writing (including amendments or riders hereto) after it has been received by the other party on a computer, internet account and email software.

Check and fill in the email which Buyer elects to use.
This is usually the Buyer's agent's information.

Check and fill in the email which Seller elects to use.
This is usually the listing agent's information.

Buyer elects to use:

Seller elects to use:

____ Email: Email address is: _____

____ Email: Email address is: _____

If any party changes its email address, it shall notify the other party in writing of the new email address.

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

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

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

Buyer and Seller need to sign and date bottom of page.

BUYER

SELLER

Date: _____

Date: _____