

**THE GREATER DANBURY BAR ASSOCIATION  
RESIDENTIAL REAL ESTATE SALES CONTRACT**

(Adopted by the Greater Danbury Bar Association, effective June 1, 2008.  
Any changes to this Contract must be in conformity with paragraph 32 of this Contract.)

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ between  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the "SELLER", whether one or more), and  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the "BUYER", whether one or more).

**WITNESSETH:**

**1. PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey and the BUYER hereby agrees to purchase the real property commonly known as \_\_\_\_\_, Connecticut and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(d) and Schedule A (legal description and exceptions, if any) attached hereto.

**2. CONSIDERATION.** The purchase price is (\$\_\_\_\_\_) DOLLARS which the BUYER agrees to pay as follows:

- (a) As a part of the deposit heretofore paid, subject to collection; \$\_\_\_\_\_
  - (b) As the balance of the deposit before or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection; \$\_\_\_\_\_
  - (c) Upon the delivery of the deed by wire transfer or by certified check or official bank check, the proceeds of which are immediately available; \$\_\_\_\_\_
- TOTAL \$\_\_\_\_\_

(d) Any deposit made hereunder shall be paid to the SELLER'S attorney who shall hold the same as escrow agent subject to the terms and conditions hereof and release same to SELLER at the time of closing of sale or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER'S attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER'S attorney shall provide not less than 7 days notice to both parties. In the event of any actual or claimed dispute, the SELLER'S attorney may commence an action of interpleader or similar proceeding and may deposit the down payment with a court of competent jurisdiction, whereupon said attorney shall have no further liability or obligation with regard to said funds.

(e) Funds at Closing. At closing, Purchaser shall tender to Seller wired funds, cashier's check(s), or bank treasurer's certified check(s) payable or endorsed to Seller's attorney as trustee for Seller

for the balance of the purchase price due at closing as set forth herein, less the amounts of all mortgage payoffs. Additionally, Purchaser's attorney shall tender to Seller separate wired funds, cashier's check(s), or bank treasurer's certified check(s) for payoff of Seller's mortgage obligations. All checks shall be issued in accordance with the associated disbursements listed on the HUD1 Settlement Statement and shall be made payable as directed in the associated mortgage payoff letters.

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT acceptable funds for any payment required under Paragraphs 2(c) and 2(e) of this Agreement. Nevertheless, in the event SELLER or his attorney accepts BUYER'S attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

**3. MORTGAGE CONTINGENCY.** This Agreement is contingent upon BUYER obtaining a written commitment for a loan or loans without any condition beyond the reasonable ability of BUYER to satisfy, to be secured by a mortgage or mortgages on the Premises, in such an amount for which BUYER shall apply which shall not exceed \$\_\_\_\_\_ from a lending institution or licensed mortgage broker, which loan(s) shall be for a term of not more than 30 years and shall bear interest at prevailing rates and shall include such other terms and conditions as are imposed by the lending institution at the time BUYER makes such application. BUYER agrees to make prompt application for such a loan or loans and to pursue said application(s) with diligence. If, having done so, BUYER is unable to obtain a written commitment for such a loan or loans on or before \_\_\_\_\_, 200\_\_, (Time being of the essence as to this date) and if BUYER so notifies SELLER or SELLER'S attorney, in writing in accordance with paragraph 20 hereof, at or before 5:00 p.m. on said date, then this Agreement shall be null and void and the BUYER shall be entitled to the immediate return by SELLER of all sums paid by the BUYER on account of this Agreement except for the sum of Two Hundred Fifty (\$250.00) Dollars towards the cost of preparation of this Agreement. Also, if the property is governed by the Common Interest Ownership Act, the cost incurred by the SELLER for the Re-sale certificate and related charges, if any, shall be reimbursed to the SELLER. If SELLER or SELLER'S attorney does not receive such written notice at or before 5:00 p.m. on said date, this Agreement shall remain in full force and effect. The foregoing notwithstanding, a denial of BUYER'S mortgage application based upon the BUYER'S inability to sell other real estate or another home, or a written commitment conditioned on the sale of other real estate or another home, shall NOT be deemed a denial of such mortgage application under this paragraph. In either of such events the BUYER shall not be entitled to terminate this Agreement nor be entitled to the return of any sums paid by the BUYER on account of this Agreement. Should the BUYER fail to comply with the foregoing requirements, this Agreement shall continue in full force and effect, and the rights and obligations of the parties shall be as if this paragraph did not appear in this Agreement.

**4. CLOSING.** The deed shall be delivered at the BUYER'S attorney's offices, or at such place in Fairfield County, Connecticut, as may be designated by BUYER'S lending institution on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ or on such other date as may be subsequently agreed upon by the parties.

**5. FIXTURES.** (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER'S inspection (There shall be no substitute items, e.g. specific

appliances, unless otherwise agreed upon herein): heating, cooling (including in wall air conditioning units), electrical and plumbing systems and fixtures, water systems and filtration systems, electric light fixtures with bulbs, installed wall to wall carpeting, wall and door mirrors that are secured to dwelling, security system with controls, central vacuum system and all related equipment, stove, storm windows and doors, screens and screen doors, window shades, window boxes, Venetian blinds, curtain rods, awnings, exterior television antennae, satellite dish and related equipment, weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together with \_\_\_\_\_

---

---

(b) Specifically **excluded** from the sale are: \_\_\_\_\_

---

---

**6. TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(d) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER'S mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, together with reasonable fees for the examination of title not to exceed \$250.00, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(d) hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Standards of Title of the Connecticut Bar Association. Any and all defects in or encumbrances against the title which come within the scope of said General Statutes and/or Title Standards shall not constitute valid objections on the part of the BUYER, if such Statutes or Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut. Where the Statutes and Standards conflict or are found to be inconsistent, the Connecticut General Statutes shall control.

(c) Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage or lien on the Premises at the time of the closing of title from the holder of said mortgage or lien, or any assignee thereof, either because said holder will not release the mortgage or lien without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage or lien, then BUYER and SELLER agree to close title notwithstanding the absence of the release of mortgage, provided that at least one (1) business day before closing, for each mortgage payoff, SELLER'S attorney shall provide BUYER'S attorney with written directions, including method of payment, stating the name of payee and the total amount of payoff together with a copy of the associated payoff statement(s) and an undertaking and indemnity letter to send in said payment in accordance with said payoff

statement. SELLER shall calculate the total payoff amount to include applicable per diems, late charges, etc. and shall be in an amount sufficient to pay the mortgage in full. SELLER shall be responsible to prepare, at SELLER'S cost, the mortgage payoff package(s) and transmittal(s) and/or wire fees. Immediately after closing, SELLER'S attorney shall hand deliver or send via overnight carrier the payoff funds and package to the lender(s), and further provided the BUYER'S Title Insurance Company will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or lien(s) or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages or lien(s). SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER'S attorney with recording information. If SELLER has not obtained such release within sixty (60) days after closing, he shall give to BUYER'S attorney the affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. This provision shall survive the closing.

(d) The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the current Grand List and any and all existing tax payments, municipal liens and assessments coming due on or after the date of closing. The BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date of closing be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 6(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal or other assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any, provided the same do not constitute defects in title pursuant to paragraph 6(b) hereof.

**7. DEFAULT.** (a) If BUYER is in default hereunder, or, if BUYER indicates on or before the date of closing as set forth herein that BUYER is unable or unwilling to perform, and SELLER stands ready to perform SELLER'S obligations, SELLER shall have the option to:

(i) Terminate this Agreement by written notice to BUYER or BUYER'S attorney and retain the down payment as reasonable liquidated damages for BUYER'S inability or unwillingness to perform. It is the intention of the parties hereto to

freely make this advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property, loss of interest income on the proceeds, loss of optimum market time, value and conditions, the uncertainty, delay, expense and inconvenience of finding a substitute buyer, additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER'S written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement

(ii). To pursue any and all such other remedies as SELLER may have at law or in equity and to enforce this Contract according to law and equity.

Written notice of the SELLER'S exercise of either of these options shall be given in accordance with paragraph 20 herein;

(b) If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of paragraph "6" of this agreement and failure to comply as a result of risk of loss shall be governed by paragraph "12" of this agreement.

The foregoing notwithstanding, a delay in the closing occasioned by the SELLER, which results in either the loss of the BUYER'S mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

**8. RIGHT TO WITHDRAW.** This proposed Agreement shall not be considered or construed as an offer by the SELLER. The SELLER or BUYER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER'S attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER'S Attorney.

**9. CONDITION OF PREMISES** Unless otherwise provided herein, the BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition, subject to the provisions of Paragraph "14" hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they are on the date of BUYER'S inspection, reasonable wear and tear excepted. Seller represents that the floor areas under any area rugs or furniture, and the wall areas behind any furniture, wall hangings or other objects, are of substantially the same condition and materials as the floor and wall areas that are visible to inspection by buyer without moving any of the foregoing, and there are no holes in the floors or walls hidden by the same. Neither SELLER nor SELLER'S agents have made any representations or warranties as to said Premises on which BUYER has relied other than as

expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date hereof, subject to the provisions of Paragraph 12 hereof, reasonable wear and tear excepted. The grounds shall be maintained by the SELLER between the date of BUYER'S signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

(a) REPAIRS: The SELLER shall, at the sole expense of the SELLER, Prior to closing, repair:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where applicable, SELLER shall provide fully paid invoices and/or receipts identifying said repairs at or before closing of title.

(b) CREDIT: The SELLER Shall give the BUYER, at closing, a credit in the amount of \_\_\_\_\_ which credit shall appear on the HUD-1 Settlement Statement. BUYER'S acceptance of said credit shall constitute a general release by BUYER with regard to the matters for which the credit was given.

**10. BROKER(S).** The parties hereto agree \_\_\_\_\_

are the broker(s) who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER'S attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER (jointly and severally, if more than one) hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudicated by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

**11. APPORTIONMENT.** Real estate taxes, fire district taxes, sewer and water use, sewer and water assessments, or other municipal assessments, rents, assignable service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Installments of any special assessments due and payable prior to closing shall be SELLER'S responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.

**12. RISK OF LOSS.** The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall be allowed a reasonable time thereafter, not to exceed thirty (30) days from such loss or damage or such shorter time as may be within the term of BUYER'S mortgage commitment and rate lock period, within which to repair or replace such loss or damage to BUYER'S reasonable satisfaction. Seller shall use all due diligence to complete said repairs or replacements. In the event the SELLER does not repair or replace such loss or damage to BUYER'S reasonable satisfaction within said time, the BUYER shall have the option:

(a) of terminating this Agreement, in which event all sums paid on account hereof shall be paid to the BUYER without interest thereon plus \$250.00 for costs incurred by BUYER for Title Search. Upon receipt of such payment, further claims and obligations between the parties hereto, by reason of this Agreement, shall be released and discharged; or

(b) of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving an assignment of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale together with the amount of the deductible withheld from payment, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

**13. AFFIDAVITS.** The SELLER agrees to execute, at the time of closing of title, an affidavit (a) verifying the non-existence of mechanics' and materialman's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER'S knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER'S lender or title company as to facts within SELLER'S knowledge.

**14. DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein). The SELLER also agrees to deliver the PREMISES, broom-clean, free of all debris (e.g. paint cans, wood and household supplies), litter and furnishings (for purposes of this paragraph, "PREMISES" shall include the attic, garage, basement and yard as applicable). SELLER shall also deliver all keys (and alarm codes, if applicable), garage door openers and pool keys (if applicable) in SELLER'S possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

**15. LIEN.** All sums paid on account of this Agreement as set forth in Paragraph 2 and reasonable expenses hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

**16. DEED.** The SELLER, upon receipt of the total purchase price shall, at the SELLER'S cost and expense, execute, acknowledge, and deliver to the BUYER or BUYER'S permitted assigns,

the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary's Deed) in proper form to convey to the BUYER or BUYER'S permitted assigns the fee simple of the Premises free of all encumbrances except as herein provided. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

**17. PROPERTY CONDITION DISCLOSURE FORM.** Attached hereto as a Rider is the Property Condition Disclosure Form required by Section 20-327b of the Connecticut General Statutes. In the event the SELLER has not furnished BUYER with the Property Disclosure Form, if required by Section 20-327b of the Connecticut General Statutes, with or prior to the BUYER'S execution of this Agreement, the SELLER shall give and the BUYER shall receive a credit of \$300.00 against the purchase price at closing.

**18. LEAD-BASED PAINT.** By signing this contract, BUYER acknowledges that the lead paint contingency granted pursuant to 42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint (this paragraph applies only to residential dwellings built prior to 1978).

**19. DELIVERY OF DOCUMENTS.** The SELLER shall deliver to the BUYER at or prior to closing any documents, informational materials, building plans, assignable warranties, and any surveys in the SELLER'S possession pertaining to the Premises, the appliances and the systems on or within the Premises.

**20. NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

Notices to the BUYER shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

**21. ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER'S rights hereunder, BUYER and BUYER'S assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.



**22. IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER'S attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

**23. ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

**24. REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement including all attachments constitutes a guarantee or warranty that survives delivery of the deed and all representations by SELLER are made to the best of SELLER'S knowledge and belief without inquiry or investigation. Further, said representations shall be as true and accurate at the time of closing as they were as of the date hereof.

(a) Septic

- (i) If the premises are served by a septic system, the septic tank and leeching fields are entirely within the lot lines of the premises and serve no other premises.
- (ii) During SELLER'S ownership of the premises the septic system has required only normal maintenance and cleaning.
- (iii) The septic system is not a cesspool but is a system approved by the municipality and meets all existing codes and standards of the State and municipality or met such standards at the time of its installation and as a result have become "legally non-conforming".

(b) Well

- (i) If the Premises are served by a well, that during SELLER'S ownership the SELLER has never had any problems related to the quality, quantity or flow of water furnished by said well and the well produces clear potable water, free of odor, adequate in pressure for normal domestic household use.
- (ii) The well and pipes are entirely within the lot lines and serve no other premises; and
- (iii) The well and pipes and septic systems shall be in working order at the Closing of Title.

(c) Utilities.

No utilities serving the Premises, except as specifically set forth in this agreement, cross the property of an adjoining owner and no utility lines cross the Premises that serve the property of an adjoining owner unless specifically set

forth herein.

(d) Oil Tanks.

The SELLER represents that there are no above-ground or underground storage tanks on the premises which leak or have leaked and that any such storage tank(s) are not currently in disrepair and SELLER has no knowledge of any underground storage tanks(s), except as disclosed in the Property Condition Disclosure Form attached hereto. The SELLER further represents that (a) there are no abandoned fuel oil tanks on the premises; and (2) that the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the state and federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title.

(e) Plot Plan/Inspections/Encroachments.

At or before the closing of title, SELLER shall deliver to BUYER'S attorney any plot plan, house plans, existing warranties, engineer's certificate, septic "As-Built", and survey of the premises which SELLER has, except as otherwise expressly set forth in this agreement. The driveway and all buildings and improvements located on the Premises are entirely within the boundary lines of the Premises. In addition, no improvements or appurtenances located on the adjacent premises encroach in any manner on the Premises. Further, if an inspection or survey/plot plan reveals facts which render title unmarketable, then BUYER shall have no obligation to purchase the subject premises and shall receive all sums paid on account hereof, even if this agreement provides that the premises are to be conveyed subject to such facts as an inspection or survey might reveal.

(f) Private Association

The premises are not a part of a private association and there are no community or association dues or assessments, nor do the premises lie within a special tax district in which taxes or assessments are levied separately and distinctly from municipal taxes except as specified in paragraph 6(d) and/or Schedule "A" attached hereto.

(g) Violations.

At the time of the Closing of Title, there shall exist no violations of governmental (including zoning and planning) rules, regulations, ordinances or limitations, unless same have become legally non-conforming, and no violations of any restrictive covenant, agreement or condition subject to which the title is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien

on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon except as specified in paragraph 6(d) and/or Schedule "A" attached hereto.

(h) Easements/Restrictive Covenants

SELLER represents that any easements and/or restrictive covenants do not interfere with ingress or egress to the Premises nor the use of the Premises as currently being used. In the event it is found prior to Closing of Title, that such a violation does exist, the remedies of the parties shall be those available to them in the event of a defect in title. Further, seller represents that it has no actual knowledge of any pending or threatened zoning, health, environmental and other governmental action, hearing or proceeding by any party including, without limitation, any public agency, directly or indirectly relating to or affecting the Premises, nor the property of any adjoining landowner and SELLER agrees to advise the BUYER immediately of any such hearing or proceeding of which the SELLER becomes aware.

(i) Drainage; Water Accumulations and Leaks.

The Premises have experienced no drainage problems during SELLER'S period of ownership that have not been corrected. Throughout the period of the SELLER'S ownership of the Premises, there has never been a measurable amount water from an exterior source that has accumulated in the basement of the Premises. The roof is presently free of all leaks.

(j) Psychological impact

The BUYER hereby advises the SELLER that knowledge of a psychological impact with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents that the Premises are not psychologically impacted (as defined in Connecticut General Statutes § 20-329 *et seq*).

(k) Access

The SELLER represents that the Premises front on a town accepted highway or that the Premises have a deeded right of way/easement which leads directly to a town accepted highway.

(l) Improvements and Permits

The SELLER represents to the BUYER that the SELLER has not finished any space nor replaced any decks or performed any other work, including any repairs, replacements, improvements and or additions, that would require a building permit and final approval from the town without obtaining said permits, approvals, and Certificates Of Occupancy if required. Nor does the SELLER have any actual knowledge of said work by a prior owner.

(m) Infestation.

All buildings on said premises are free of termites, vermin, carpenter ants or other infestation

(n) Record Owner.

Seller is the record owner in fee simple and no one other than the SELLER has an ownership interest in the premises being conveyed. Title shall remain in SELLER'S name until Closing of Title pursuant to this Agreement.

(o) Possession.

If the SELLER is permitted to remain in possession of the premises beyond the Closing of Title, then the various representations and agreements stated herein shall be effective until the transfer of possession.

**25. EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

**26. COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party

**27. GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

**28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

**29. ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

**30. CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

**31. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

**32. ALTERATION OF STANDARD FORM.** The Parties agree that unless a provision which is not a part of, or which varies from the Standard Form, is printed in **bold typeface** of not less than 16 points or handwritten, and is referenced in a separate cover letter to the other attorney, such provision shall be deemed not to be a part of this Agreement for any purpose, and

any provision of the Standard Form that has been eliminated shall be deemed to be a part of this Agreement unless a reference to its deletion in such typeface or handwriting is inserted in its place and is described in a separate cover letter. Addenda, exhibits and riders to this Agreement are not subject to the foregoing requirement of this paragraph.

Title to said Premises is to be taken in the name or names of:

\_\_\_\_\_

as (Circle one)      Joint Tenants with Rights of Survivorship      Tenants in Common

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the Presence of:

\_\_\_\_\_ (L.S.)

SELLER  
Tax ID # \_\_\_\_\_

\_\_\_\_\_ (L.S.)

SELLER  
Tax ID # \_\_\_\_\_

\_\_\_\_\_ (L.S.)

BUYER  
Tax ID # \_\_\_\_\_

\_\_\_\_\_ (L.S.)

BUYER  
Tax ID # \_\_\_\_\_

**ATTACHMENTS:**

**SCHEDULE A**

- Description of Premises
- Exceptions to Title [see Paragraph 6(d)(vi)]

**PROPERTY CONDITION DISCLOSURE FORM** [see Paragraph 17]

**LEAD PAINT DISCLOSURE** [see Paragraph 18]