

BUYER'S ADDENDUM

TO PURCHASE AND SALE AGREEMENT

1. From and after the date of this agreement, SELLER agrees to permit BUYERS, and their designees, reasonable access by appointment to the premises for the purpose of making measurements, inspections and the like. Said access will be at a reasonable time, by appointment and in the presence of SELLER or SELLER's agent.
2. SELLER agrees that it shall be a condition to the closing hereunder that title to the property shall be insurable under an owner's form of title insurance policy issued to BUYER by a national title insurance company on ALTA Form B without taking exception for any encumbrance other than preprinted exception or those allowed for hereunder.
3. The property shall not be deemed to be in compliance with the provisions of this Purchase and Sales Agreement unless:
 - a. All buildings, structures, and improvements (including any driveway, garage, building, and any septic systems and leaching fields) and all means of access to the premises are located completely within the boundary lines of said premises as determined by a licensed professional engineer;
 - b. No buildings, structures, or improvements of any kind (including any driveway, garage, building, and any septic systems and leaching fields) belonging to a person other than the SELLER encroach on or under said premises;
 - c. The premises abut a public way or a way laid out and approved by a municipal Planning Board pursuant to the Subdivision Control law;
 - d. The premises are in compliance with all applicable building and zoning laws;
 - e. The premises are not located in a designated Flood Hazard Zone which would require the BUYER to maintain flood insurance on the property;
 - f. The premises are not located within any Federally or locally designated wetlands area; and
 - g. The premises are serviced by municipal sewer system or if not, a septic system for the premises wholly contained within the boundaries of the premises and in compliance with Title 5 of the State Environment Code.
4. If applicable, pursuant to Mortgage Financing paragraph of this agreement, the BUYER shall be required to make application to only one mortgage lender. Where the word "commitment" is used, it shall be defined to mean a written commitment containing only conditions which can reasonably be met by the BUYER and the Lender's appraisal must show a market value equal to at least the sales price herein.
5. If applicable BUYER at BUYER's option may terminate this Agreement and receive a full refund of all deposits paid pursuant to this Agreement, together with accrued interest, if SELLER extends performance under this Agreement, past the date BUYER's mortgage commitment expires and such commitment cannot be extended or renewed without payment of any additional fees for such extension or renewal.

6. BUYER shall be allowed a “walk-through” of the premises at least 24 hours in advance of the closing to review condition of the premises. Premises shall be broom swept and free of all of SELLER’s possessions and debris at the time of closing. All appliances and systems shall be in the same operating condition at the time of closing as they were in at the time of BUYER’s inspection, reasonable wear and tear excepted, unless otherwise agreed upon.
7. SELLER shall execute at closing documents which are customarily required by BUYERs’ lender or settlement agent, including but not limited to, the Settlement Statement, 1099 Form, smoke and carbon monoxide detector certification, agreement to reapportion taxes, and Mechanic’s Lien Affidavit.
8. All risk of loss shall remain with seller until deed is recorded.
9. SELLER represents that no notice or communication has been received by the SELLER from any public authority that there exists with respect to the premises any condition which violates any municipal, state, or federal law, rule or regulation which has not heretofore been rectified, nor is the SELLER aware of any such violation.
10. 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 Real Estate Bar Association for Massachusetts shall be governed by said title standard or practice standard to the extent applicable.
11. In the event the premises is serviced by a Septic System then pursuant to the State Environmental Code, BUYER and SELLER agree that the SELLER, at the SELLER’s sole cost and expense, shall engage a licensed system inspector to perform an inspection of the Septic System and to prepare and file the System Inspection report as required by the code within ten (10) days of the date of this Agreement. SELLER shall provide BUYER with a copy of the inspection report and copies of all Municipal Board of Health filings concerning the Septic System. If the system is a “failed system” or a “non-conforming system” as defined by the code, at BUYER’s option and upon written notice to SELLER within five (5) days of receiving a copy of the Inspection report, this Agreement shall be null and void and without recourse to either party and all deposits shall be promptly returned to BUYER. In the event that, due to weather conditions, the system cannot be inspected on or before the closing date, at the BUYER’s option, this Agreement shall be null and void.
12. SELLER warrants and represents that all fixtures and equipment on the premises are owned by the SELLER and are free of any and all leases, liens and encumbrances.
13. In the event the BUYER defaults under the terms of this agreement, regardless of any other term or condition of this agreement, the SELLER’s sole and exclusive remedy in equity and at law shall be to retain the BUYER’s deposit as liquidated damages.

14. In the event the SELLER extends the time for performance under the terms of this agreement, regardless of any other term or condition of this agreement, the SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this agreement.
15. SELLER has no knowledge and has received no notice of any violations of any environmental law respecting the premises and has no knowledge of the existence of any underground fuel or oil storage tanks on the Premises.
16. BUYER's performance hereunder is contingent upon the property appraising at or above the agreed upon purchases price.

BUYER -

SELLER -

BUYER -

SELLER -