



CONNECTICUT'S

BUYER AGENCY POLICY

- A buyer wanting representation must sign a buyer representation agreement & be given a copy.

This is a contract.

Connecticut Real Estate Regulations, Section 20-328-6a(a)(2);
Connecticut Real Estate Commission's Policy on Agency, 4

- The terms of the buyer representation agreement are negotiable.

- An agent of a real estate brokerage firm cannot show a buyer another firm's listing(s) without a written, signed buyer representation agreement.

Connecticut Real Estate Regulations, Section 20-328-6a(a)(2);
Connecticut Real Estate Commission's Policy on Agency, 5c



HIGGINS GROUP
REAL ESTATE

Exclusive Right to Represent Buyer/Tenant Authorization

I. Exclusive Right Appointment:

You (Buyer(s)/Tenant(s)) _____ appoints or assigns
_____ as your exclusive broker to assist you to locate and purchase, exchange or lease real
property acceptable, to you generally described as _____ (the "property").

II. Geographic Area:

- A. This authorization is limited to _____ area of the state of _____
B. Other _____

III. Term of Authorization:

- A. This authorization is limited from _____ to _____ inclusive.

IV. Broker's Duties:

- A. We will negotiate on your behalf for terms and conditions agreeable to you.
B. We will assist you in the purchase, exchange or lease, of the property.
C. We will act in your interest regarding the location and purchase, exchange or lease of the property.

V. Buyer (s) Duties:

- A. You will tell us about past and current contracts with subject property or any other real estate agents and refer all leads or information about the "property" to us.
B. You will cooperate with us, and be reasonably available to examine subject property.
C. Questions concerning the legal title to property, tax considerations, property inspection, engineering, or the uses or planned use of neighboring properties, should be referred to your attorney, tax advisor, building inspector or appropriate government agency.
D. You represent that You have not signed an Exclusive Right to Represent Buyer or Tenant Authorization or Exclusive Agency Property or the same Geographical Areas as stated above.
E. You acknowledge that you have received an executed copy of this authorization.

VI. Other Terms and Conditions:

- A. You understand and agree that we may also become a seller(s)/landlord(s) agent for the listed property. In that event, we would become dual agents, representing both you and the seller(s)/landlord(s). If this situation should arise, we will promptly disclose all relevant information to you and discuss the appropriate course of action to be taken under the circumstances.
B. You agree that we may represent other buyer(s)/tenant(s).

VII. Compensation:

Notice: The amount or rate of real estate broker compensation is not fixed by law. It is set by each broker individually and may be negotiable between you and the broker.

- ☐ Real Estate commissions are generally paid by the Seller, Landlord or Listing agency via an MLS agreement. However during the term of this agreement should you purchase a home or secure a rental through another agent, agency or a For Sale By Owner you will owe Us _____% of the sales or exchange price of the real property or _____ month(s) rent.
☐ You agree to pay Us a non-refundable retainer fee of \$_____, due and payable when You sign this contract. Said retainer will be applied to any professional service fee that We may earn under this contract.
☐ Other: _____

Buyer(s) Initial(s) _____



VIII. Statements Required by Law

- A. This Authorization is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).
- B. The real estate broker may be entitled to certain lien rights pursuant to Section 20-325a of the Connecticut General Statutes.

It is unlawful under federal and/or State Law to discriminate on the basis of Race, Creed, Color, National Origin, Ancestry, Sex, Sexual Orientation, Marital Status, Age, Lawful Source of Income, Learning Disability, Mental Retardation, Familial Status, and Mental or Physical Disabilities.

Execution by Facsimile: The parties agree that this Contract may be transmitted between them by facsimile machine and the parties intend that a faxed Contract either the original and/or copies of the signatures of all parties shall constitute a binding Contract.

HIGGINS GROUP REAL ESTATE

AGENCY _____

BY: (AUTHORIZED REPRESENTATIVE) _____ DATE _____

NO. & STREET _____

CITY _____ STATE _____ ZIP _____

BUYER'S SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

BUYER'S SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

ADDRESS _____ STATE _____ ZIP _____



REAL ESTATE AGENCY DISCLOSURE NOTICE

Connecticut law requires that you be given this notice disclosing which party the real estate salesperson represents. The purpose of such disclosure is to enable you to make informed choices about your relationship with real estate salespersons.

There are three types of agency relationships:

Seller's Agency

A "Seller's Agent" means a real estate broker/salesperson who acts in a fiduciary capacity for the seller and/or lessor in a real estate transaction.

A seller's agent acts solely on behalf of the seller. A seller's agent has fiduciary duties to the seller including loyalty, accountability, confidentiality, reasonable care, full disclosure and obedience to lawful instruction.

Seller's agents often work with buyers but do not represent the buyer. However, in working with a buyer, a seller's agent must act with fairness and honesty. A seller's agent is required by law to disclose all information on property defects material to any transaction which are known by the seller's agent.

Buyer's Agency

A "Buyer's Agent" means a real estate broker/salesperson that has in a fiduciary capacity for the buyer and/or lessee in a real estate transaction.

A buyer's agent acts only on behalf of the buyer. A buyer's agent's fiduciary duties are to the buyer, which include loyalty, accountability, confidentiality, full disclosure, reasonable care and obedience to lawful instruction.

Buyer's agents often work with sellers, but do not represent sellers. However, in working with sellers, a buyer's agent must act with fairness and honesty.

Dual Agency

"Dual Agent" means a real estate broker/salesperson who acts in a fiduciary capacity for both the seller and the buyer or lessor and lessee.

Dual agency occurs when a real estate company representing a buyer shows the buyer any properties that the company has listed and is acting as the seller's agent. The real estate company may act as the



agent of both the buyer and the seller in a single transaction with the full and written consent of both buyer and seller.

A real estate company acting as a dual agent must carefully explain to both the buyers and seller that the company is representing both parties and that the company's fiduciary duties are different when representing both parties in a transaction. When representing the buyer and seller, the agent or agents involved must receive written consent of each party prior to acting as a dual agent. In a dual agency relationship the company must act in neutral manner, treating all parties with fairness and honesty.

In order to disclose any confidential information to the opposite party, such as price, terms and motivation to sell or buy, the company (and agents) must have permission from the party allowing the disclosure of information.

I have read both sides of this agency disclosure form. I understand that this form is for agency disclosure AND IS NOT A CONTRACT. It was provided to me by the agent named below.

Client: _____

Date: _____

Street Address: _____

City, State, Zip _____

Telephone: _____

Email: _____

Property: _____

Client Signature: _____

Agent Name: _____

Agent Signature: _____

DUAL AGENCY CONSENT AGREEMENT
Pursuant to Public Act 96-159

Property Address: _____

Seller(s) or Landlord(s): _____

Buyer(s) or Tenant(s): _____

(1) This Dual Agency Consent Agreement is an addendum to and made part of (check all that apply):

☐ Listing Agreement dated _____ between brokerage firm and seller or landlord.

☐ Buyer or tenant agency agreement dated _____ between brokerage firm and buyer or tenant.

(2) Seller and buyer (or landlord and tenant, as the case may be) hereby acknowledge and agree that _____ (name of brokerage firm) is representing both buyer and seller (or landlord and tenant, as the case may be) in the purchase and sale (or lease) of the above referenced property and that brokerage firm has been and is now the agent of both seller and buyer (or landlord and tenant, as the case may be). Seller and buyer (or landlord and tenant, as the case may be) have both consented to and hereby confirm their consent to this dual representation.

(3) Seller and buyer (or landlord and tenant, as the case may be) agree:

(A) The brokerage firm shall not be required to and shall not disclose to either buyer or seller (or landlord or tenant, as the case may be) any personal, financial or other confidential information to such other party without the express written consent of the party whose information is disclosed, other than information related to material property defects which are known to the brokerage firm and other information the brokerage firm is required to disclose by law.

(B) The brokerage firm may not disclose: (i) To the buyer that the seller (landlord) will accept less than the asking or listed price, unless otherwise instructed to do so in writing by the seller (landlord); (ii) to the seller (landlord) that the buyer (tenant) can or will pay a price greater than the price submitted in a written offer to the seller (landlord), unless otherwise instructed to do so in writing by the buyer (tenant); (iii) the motivation of the seller or buyer (or landlord or tenant, as the case may be) for selling, buying or leasing property, unless otherwise instructed in writing by the respective party; or (iv) that a seller or buyer will agree to financing terms other than those offered, unless instructed in writing by the respective party.

(4) Property information available through the multiple listing service or otherwise, including listed and sold properties, which has been requested by either the seller or the buyer (or landlord or tenant, as the case may be) shall be disclosed to both seller and buyer (or landlord and tenant, as the case may be).

(5) Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction, including this Dual Agency Consent Agreement.

I have read and understand the above agreement.

Buyer (Tenant)

Seller (Landlord)

Brokerage Firm

Company Name

Authorized Signature

Date: _____

Date: _____

Date: _____

**REAL ESTATE AGENCY DISCLOSURE NOTICE
GIVEN TO UNREPRESENTED PERSONS**

This is not a contract. Connecticut law requires that you be given this notice disclosing whom the real estate licensee represents. The purpose of such disclosure is to enable you to make informed choices about your relationship with real estate licensees.

GIVEN TO: _____ (UNREPRESENTED PERSON/PERSONS)			
ON _____ (DATE)			
OUR FIRM _____ REPRESENTS			
<input type="checkbox"/> SELLER	<input type="checkbox"/> LANDLORD	<input type="checkbox"/> BUYER	<input type="checkbox"/> TENANT

UNREPRESENTED PERSON(S)'S RIGHTS AND RESPONSIBILITIES

1. The broker and salespersons (referred to as agents or licensees) in this transaction owes the other party to this transaction undivided fiduciary obligations, such as: loyalty, reasonable care, disclosure, and obedience to lawful instruction, confidentiality and accountability. The agent(s) must put the other party's interest first and negotiate for the best terms and conditions for them, not for you.
2. All real estate agents, whether representing you or not, are obligated by law to treat all parties to a real estate transaction honestly and fairly.
3. You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance or other such matters, it is your responsibility to consult a professional in those areas.
4. Whether you are a buyer, seller, tenant, or landlord, you can choose to have the advice, assistance and representation of your own real estate brokerage firm and its agents. Do not assume that a real estate brokerage firm or its agents are representing you or are acting on your behalf unless you have contracted in writing with that real estate brokerage firm.

**ACKNOWLEDGMENT
OF UNREPRESENTED PERSON(S)***

Signature(s)

Print Name(s)

Date

ACKNOWLEDGEMENT OF AGENT

Signature

Print Name

Date

**To be signed by the buyer/tenant when the agent represents the seller/landlord, or
To be signed by the seller/landlord when the agent represents the buyer/tenant*

WORKING WITH OTHER AGENTS

SHOWING INSTRUCTIONS

RESPOND

COMMUNICATION

NOTIFY IF PROBLEMS

IMPORTANT INFO

NO ADVERSARIAL SITUATIONS

NO DEROGATORY COMMENTS

MAKE EVERY EFFORT TO REACH AGENT

INFORM AGENT OF INSPECTION

AJF/15

WORKING WITH BUYERS

TAKING THE OFFER;

DON'T LOSE THE MOMENTUM!

FIRST TIME BUYERS:

BE PREPARED!

MINI-CMA!

EXPLAIN PROCEDURE OF PRESENTING THE OFFER/WHAT MAY HAPPEN

OFFER PACKAGE

PREPARING THE BUYERS FOR NEXT STEPS



HIGGINS GROUP
REAL ESTATE

Date: _____

PURCHASE AGREEMENT

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

I (We) _____ hereby submit an offer for land and buildings known as:

Owned by: _____

I. PURCHASE PRICE Payable as follows:

- A. By initial Deposit paid upon execution of this agreement and is to be held in escrow by
☐ Buyers Attorney or Higgins Group Real Estate \$ _____
- B. By Additional Deposit to be paid upon signing contract or on or before _____ \$ _____
- C. By Additional Deposit to be paid at closing or on or before _____ \$ _____
- D. Balance of Purchase Price to be paid at closing by the buyer obtaining a new mortgage for the amount shown. This sale ☐ is ☐ is not contingent upon buyer's ability to obtain financing. Mortgage type: _____ Years: _____ Rate: _____ \$ _____

Total Purchase Price \$ _____
 (Sum of A + B + C + D)

II. IMPORTANT DATES:

- E. All inspections/tests & reports to be completed on or before: _____ or _____ business days from accepted offer.
- F. Superseding Contract of Sale to be signed on or before: _____ or _____ business days from accepted offer.
- G. Written mortgage commitment on or before: _____ or _____ business days from accepted offer.
- H. Closing of Sale to be on or before: _____ to be held at _____.

III. INSPECTIONS/TESTS:

- I. Subject to satisfactory reports of the following inspections/test at the Buyer's expense:

	YES	WAIVED	(Initial)
BUILDING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TERMITE/ OTHER INSECTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SEPTIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WATER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL/ORGANIC CHEMICALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADON - AIR/WATER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	WAIVED	(Initial)
POOL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TENNIS COURT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OIL TANK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ASBESTOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. ADDITIONAL TERMS & CONTINGENCIES:

- J. This sale ☐ is or ☐ is not subject to buyer's attorney review within 3 business days of accepted offer.

- K. Items to be INCLUDED as per MLS # _____ ; _____

- L. Items to be EXCLUDED: _____

- M. Other: _____

Buyer(s) Initial(s) _____ Seller(s) Initial(s) _____



HIGGINS GROUP REAL ESTATE

- Purchaser acknowledges that the Seller ☐ has or ☐ has not furnished with the Property Condition Disclosure Form required by Connecticut Public Act 95-311 prior to Purchaser's execution of this Agreement. If such Disclosure has not been furnished, Seller shall give and Purchaser shall receive a credit of \$ 500 against the purchase price at closing.
- Purchaser acknowledges receipt of a Lead Information Booklet and Lead Disclosure Form. (Initial) ☐ YES ☐ NO
- Purchaser acknowledges receipt of a Mold Disclosure Form. (Initial) ☐ YES ☐ NO
- Premises to be conveyed by a Warranty Deed, free from all encumbrances except stated herein; if it appears there are additional encumbrances when the superseding contract is prepared, which are not insurable with title insurance, buyer may cancel this agreement and recover his/her down payment, unless he/she is willing to take title subject to them.
- Adjustments: Taxes, water charges, rents, mortgage interest, and interest on assessments, if any, for municipal improvements are to be adjusted as of the date of closing. The balances of assessments for municipal improvements, if any, are to be assumed by the buyer.
- This agreement to remain in force and effect and constitute a valid contract between parties hereto unless, or until, superseded by further contract between parties, incorporating detailed description of the property as hereinabove provided.
- The SELLER and the BUYER further agree that the above stipulations are to apply to and bind the heirs, executors, administrators and assigns for the respective parties.

ACCEPTED SELLER

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

ADDRESS _____ STATE _____ ZIP _____

LISTING AGENT

AGENT _____

AGENCY _____

TEL# _____

SELLER ATTORNEY

NAME _____

ADDRESS _____ STATE _____ ZIP _____

TEL# _____

FAX # _____



ACCEPTED PURCHASER

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

ADDRESS _____ STATE _____ ZIP _____

SELLING AGENT

AGENT _____

AGENCY _____

TEL# _____

BUYER ATTORNEY

NAME _____

ADDRESS _____ STATE _____ ZIP _____

TEL# _____

FAX # _____

① Date: _____

PURCHASE AGREEMENT

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

② I (We) JOHN SMITH & JANE SMITH hereby submit an offer for land and buildings known as:
 ③ 123 ABC LANE, FAIRFIELD, CT 06824
 ④ Owned by: BOB JONES & MARY JONES

I. PURCHASE PRICE Payable as follows:

- A. By initial Deposit paid upon execution of this agreement and is to be held in escrow by Buyers Attorney or Higgins Group Real Estate \$ 5,000.00 (1%) ⑤
- B. By Additional Deposit to be paid upon signing contract or on or before 10 DAYS \$ 45,000.00 (9%) ⑥
- C. By Additional Deposit to be paid at closing or on or before PUT DATE OF CLOSING \$ 50,000.00 (10%) ⑦
- D. Balance of Purchase Price to be paid at closing by the buyer obtaining a new mortgage for the amount shown. This sale ☒ is ☐ is not contingent upon buyer's ability to obtain financing. Mortgage type: Conv. Years: 30 Rate: Prevail ⑧

Total Purchase Price \$ 500,000.00 (TOTAL) ⑩
 (Sum of A + B + C + D)

II. IMPORTANT DATES:

- E. All inspections/tests & reports to be completed on or before: ⑪ or 7 business days from accepted offer.
 F. Superseding Contract of Sale to be signed on or before: ⑫ or 10 business days from accepted offer.
 G. Written mortgage commitment on or before: ⑬ or 21 business days from accepted offer.
 H. Closing of Sale to be on or before: ⑭ Anticipated Close Date to be held at Sellers Attny.

III. INSPECTIONS/TESTS:

- I. Subject to satisfactory reports of the following inspections/test at the Buyer's expense:

	YES	WAIVED	(Initial)		YES	WAIVED	(Initial)
⑮ BUILDING	<input checked="" type="checkbox"/>	<input type="checkbox"/>		POOL	<input type="checkbox"/>	<input type="checkbox"/>	
⑯ TERMITE/ OTHER INSECTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>		TENNIS COURT	<input type="checkbox"/>	<input type="checkbox"/>	
⑰ SEPTIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>		OIL TANK	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
⑱ WATER	<input checked="" type="checkbox"/>	<input type="checkbox"/>		LEAD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
⑲ WELL/ORGANIC CHEMICALS	<input type="checkbox"/>	<input type="checkbox"/>		ASBESTOS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
⑳ RADON - AIR/WATER	<input checked="" type="checkbox"/>	<input type="checkbox"/>					

IV. ADDITIONAL TERMS & CONTINGENCIES:

- ②⑥ J. This sale ☒ is or ☐ is not subject to buyer's attorney review within 3 business days of accepted offer.
- ②⑦ K. Items to be INCLUDED as per MLS # LISTING NUMBER : _____
- ②⑧ L. Items to be EXCLUDED: DEPENDS ON LISTING
- ②⑨ M. Other: Satisfactory Disposition (To Buyer) of oil tank

③⑦ Buyer(s) Initial(s) _____ Seller(s) Initial(s) _____



HIGGINS GROUP
REAL ESTATE

- 31 • Purchaser acknowledges that the Seller ☒ has or ☐ has not furnished with the Property Condition Disclosure Form required by Connecticut Public Act 95-311 prior to Purchaser's execution of this Agreement. If such Disclosure has not been furnished, Seller shall give and Purchaser shall receive a credit of \$ 500 against the purchase price at closing.
- 32 • Purchaser acknowledges receipt of a Lead Information Booklet and Lead Disclosure Form. (Initial) ☒ YES ☐ NO
- 33 • Purchaser acknowledges receipt of a Mold Disclosure Form. (Initial) ☒ YES ☐ NO
- Premises to be conveyed by a Warranty Deed, free from all encumbrances except stated herein; if it appears there are additional encumbrances when the superseding contract is prepared, which are not insurable with title insurance, buyer may cancel this agreement and recover his/her down payment, unless he/she is willing to take title subject to them.
 - Adjustments: Taxes, water charges, rents, mortgage interest, and interest on assessments, if any, for municipal improvements are to be adjusted as of the date of closing. The balances of assessments for municipal improvements, if any, are to be assumed by the buyer.
 - This agreement to remain in force and effect and constitute a valid contract between parties hereto unless, or until, superseded by further contract between parties, incorporating detailed description of the property as hereinabove provided.
 - The SELLER and the BUYER further agree that the above stipulations are to apply to and bind the heirs, executors, administrators and assigns for the respective parties.

ACCEPTED SELLER

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

ADDRESS _____ STATE _____ ZIP _____

LISTING AGENT

AGENT _____

AGENCY _____

TEL# _____

SELLER ATTORNEY

NAME _____

ADDRESS _____ STATE _____ ZIP _____

TEL# _____

FAX # _____



ACCEPTED PURCHASER

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

SIGNATURE _____ DATE _____

TYPE/PRINT NAME _____

ADDRESS _____ STATE _____ ZIP _____

SELLING AGENT

AGENT _____

AGENCY _____

TEL# _____

BUYER ATTORNEY

NAME _____

ADDRESS _____ STATE _____ ZIP _____

TEL# _____

FAX # _____

1. Put date on upper right.
2. Put buyer's name. Ask whose name(s) this will be going on the binder.
3. Address of property to be purchased
4. Seller's name. Very often not on listing because it is withheld. In that case, look on tax records or disclosures.
5. 1% check of total offer. Make check payable to buyer's attorney trust account. The reason for this is the buyer always asks if they will get the money back if the deal doesn't go through. The answer should be yes. However, all parties have to agree for release of escrow. Without authorization from the SELLER'S attorney obviously the buyer's attorney will do this in an expeditious manner, the seller or their attorney may "drag their feet" and soon your client becomes your angry client, blames you and is your ex-client. If it is in the trust account of their lawyer, it's not your responsibility and you are not involved.
6. This is 9% which will be the balance of the 10%. This is paid at the signing of the contract which is prepared by the seller's attorney. At this point the entire 10% should be in the trust account of the buyer's attorney. The 10% amount is not mandatory. It is the usual amount. Sometimes there will be less than 10%. It may be a FHA which means you are putting down a total of less than 10%. On a number that's less than 10%, always reference it as the dollar amount, the optics are better. In this example, let's say our buyer has only 5%, call it \$25,000 earnest money. Sounds more positive than saying 5% when we are trying to convince the sellers everything will be fine and not to worry about only getting 5% initially before the eventual closing.
7. This is the difference between the 10% and the amount of the mortgage. For example if you have an 80% mortgage and you put down 10% in the beginning your client will need to show up at the closing with the balance, in this case 10% in a bank check or certified funds. Their attorney will advise them of this.
8. The amount of the mortgage.
9. This is the mortgage contingency clause. If the sale is contingent upon getting a mortgage you check that, cash deal check the other one.
10. The total amount of the offer which you get by adding up all the aforementioned money. Mortgage type is usually conventional (which is typical) put 30 years and prevailing rate. Don't worry if they are getting something different just use these parameters. If there is an FHA or VA you put that down. Remember there are lower down-payments required for those types, they may only require 3%, 5% or even 0% down. These will affect the amounts you put down in points 5 through 10.
11. You always want a building inspection and you can almost be sure of getting one in a few days.
12. Estimated date of signing of contract prepared by sellers attorney.
13. Written mortgage commitment usually 21 business days.
14. Put anticipated date of closing held at seller's attorney.
15. Building inspection; almost always check yes.
16. Termite inspection, check to see if the Building inspection company will be doing it otherwise suggest the buyer gets one done. See if the house is being serviced on an annual basis.
17. Septic. That will be done by a separate septic inspection company (if the house isn't on sewers).
18. Water
19. Well – check the building inspection company to see if they do this.
20. Radon-always a good idea.

21. Pool- In the winter this can be a problem. Sometimes you can get by with a written statement by the pool company that it is functioning. Can't really properly inspect it Nov-March. Sometimes money has to be escrowed in a winter closing until spring.
22. Tennis court-if there is one, but this won't be an issue too often. Usually you can tell just by looking at it.
23. Oil tank-Since 1979 oil tanks have had to be taken out of the ground before passing of title. No buyer's attorney wants this work to be done after the closing in case there is \$50,000 worth of contaminated soil. The oil tanks are already removed 95% of the time by now. What I like to do is under #29, I like to write satisfactory disposition (to buyer) of oil tank if any. Sometimes a house was torn down, new one built and the oil tank is still there. Let the seller prove there is no problem. It also covers our liability by pointing it out.
24. The manufacture of lead paint was discontinued in 1979. Check this to cover your liability and let them discuss this with their building inspector.
25. Same with asbestos.
26. This is important. We are the only company with this provision. This dates back to when I was a real estate lawyer. I put this in for several reasons.
 - (a) It's easier for a buyer to feel comfortable about signing if he/she knows they can get out of it during that three day period. The lawyer can "disapprove" for any reason. I tell buyers to see how they feel the next morning after they sign. Are they happy and excited when they wake up or are they, oh God what did I do? If it is the second they have 3 days to get out. This way they can "tie up" a house so they won't lose their opportunity, take the "morning after test" and decide what they want to do. They now have the option of going forward or not and not lose the home because they waited too long. Apparently our binders and Raveis binders are the most "binding" and they're harder for sellers to walk away from if they get a better offer. That's why I didn't put anything in there about a sellers attorney review, only our clients, the buyers. If I am representing a SELLER on a "hot" house I very often tell the agent for the buyers we don't want to sign a binder but want to go straight to contract. This way if an offer comes in while the contract is being drawn up by the seller's attorney and our seller has signed anything, they have the option of taking the better offer or at least temper the zeal of the original buyer when it comes to inspection.
27. Write the MLS listing numbers here and check to see which items on the listing are included. Some of this areas of confusion can be; window treatments, the seller means venetian blinds, the buyer says that should mean the custom made drapes.
28. Be specific. All appliances-list every appliance you are looking for. Lighting fixtures-list the specific lighting fixtures you want so you don't wind up getting a substitute the day of closing.
29. Other; Satisfactory disposition (to buyer) of oil tank.
30. Make sure the buyers initial the lower right of the page.

31. Make sure that you have the buyers receive and initial the property disclosure form. Explain that this is for their protection. If the seller doesn't acknowledge a problem they had in the past and it crops up again, they may have a cause of action against the seller with proper proof. A good example is the seller kept it a secret that he had a leaky roof. Six months later, there is a leak and the repairman comes and says "I have been here several times in the past to fix a leak". There is a possible lawsuit there.
32. Give them a lead disclosure information booklet and disclosure form as well as a mold disclosure form.
33. I saw a very expensive lawsuit one time with a different company that didn't do this. That company lost a lot of money and there is no defense if you didn't get this done.
34. Have our purchaser sign here.
35. You put your information.
36. Put down their attorneys information. Don't let this delay things if they don't have one yet. Just keep going.

Miscellaneous;

Always encourage the client to use a local real estate attorney in order to make this as expeditious as possible.

When you are submitting the offer, make sure you have a pre-approval letter from a mortgage company, not a pre-qualified letter. What is the difference between the two? A pre-qualified letter is like dating. You are talking about how much money you are making, you have a solid job, good credit, money in the bank, etc.

Pre-approval is like getting engaged. Your intended has demonstrated that they really do have money in the bank, a good job, good credit, shown their tax returns and are ready to roll.

A lot of people don't know the difference. Pre-approval means these things have already been checked and verified. It makes your buyer much stronger in the eyes of the seller.

Buying and selling a house is an emotional roller coaster. It generally works best if done quickly. You don't want someone to beat you out by an hour, etc.

Let the selling agent know that you are working on a possible offer so they may be inclined to "wait" for you if another offer is coming in.

Remember all these points are tied into the numbers on our binder that is attached.

PURCHASE AGREEMENT

Date: _____

AGREEMENT BETWEEN _____
Residing at _____ who hereby agrees to SELL
And _____

Residing at _____ who hereby agrees to BUY

The property known and described _____

Including the following extra items _____

Excluding the following items _____

Terms and conditions of the sale are as follows:

Price \$ _____

Payable \$ _____ Cash as a binder herewith, receipt of which is hereby acknowledged.

To be held in escrow by _____

Payable \$ _____ Cash on signing superseding contract (see below).

Payable \$ _____ Cash on taking title to the premises on _____
(closing date)

Payable \$ _____ By the buyer obtaining a new mortgage for the amount shown.

This sale is _____ is not _____ contingent

Upon the buyer's ability to obtain financing by _____
(Date)

at the prevailing rate _____ in the approximate amount shown
(# of years)

Contingencies: _____

Date: _____

Purchaser acknowledges that Seller has ☐ (has not ☐) furnished Purchaser with the Property Condition Disclosure Form required by Connecticut Public Act 95-311 prior to Purchaser's execution of this Agreement. If such Disclosure has not been furnished, Seller shall give and Purchaser shall receive a credit of \$500 against the purchase price at closing.

Premises will be conveyed by a Warranty Deed, free from all encumbrances except as stated herein; but if it appears there are additional encumbrances when the superseding contract is prepared, which are not insurable with title insurance, the buyer may cancel this agreement and recover his/her down payment unless he/she is willing to take title subject to them.

Contract of sale to be signed on or before _____, 20____
This agreement to remain in force and effect and constitute a valid contract between parties hereto unless, or until, superseded by further contract between parties, incorporating detailed description of the property for adjustment of taxes, rent, interest, insurance, premiums, etc.

The SELLER and the BUYER further agree that the above stipulations are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

ACCEPTED SELLER

Signed _____ Date _____

Name _____ Date _____

Signed _____ Date _____

Name _____ Date _____

Witness _____ Date _____

ACCEPTED PURCHASER

Signed _____ Date _____

Name _____ Date _____

Signed _____ Date _____

Name _____ Date _____

Witness _____ Date _____

LISTING

Agent _____ Date _____

Agency _____ Date _____

Attorney Name _____ Date _____

SELLING

Agent _____ Date _____

Agency _____ Date _____

Attorney Name _____ Date _____

ACCEPTANCE DATE: _____

ADDENDUM TO PURCHASE AGREEMENT

DATED: _____

FOR PROPERTY LOCATED AT: _____

(The "Property") In connection with the above-referenced Purchase Agreement, such Agreement is made subject to an inspection or risk assessment of the Property for the presence of lead-based paint or lead-based paint hazards at the purchaser's expense. This contingency shall be deemed waived unless purchaser provides the seller or the seller's attorney with written notice of the presence of lead-based paint or lead-based paint hazards along with a copy of the inspection and/or risk assessment within _____ days {insert "ten" or the number of days mutually agreed upon} of the date of acceptance of this Agreement. If such notice is given and Seller and Purchaser cannot reach a mutually satisfactory agreement within fourteen (14) days of said notice regarding the presence of lead-based paint or lead-based paint hazards, either party shall have the option of terminating this Agreement and this Agreement shall be null and void. The Purchaser may waive this contingency at any time without cause.

The following definitions shall be used in this Agreement:

"Lead-based paint" means paint or other surface coating that contain lead equal to or in the excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

"Lead-based hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surface, friction surfaces, or impact surfaces that would result in adverse human health effects.

"Risk assessment" means an on-site investigation to determine and report the existence, nature, severity and location of the lead-based paint hazards, including information gathering regarding the age and history of the housing and occupancy by children under six, visual inspection, limited wipe sampling or other environment sampling techniques, other activities as may be appropriate in the opinion of the certified lead inspector and provision of a report explaining the results of the investigation.

THE TERMS LEAD-BASED PAINT, LEAD-BASED PAINT HAZARD AND RISK ASSESSMENT HAVE THE SAME DEFINITIONS AS DESCRIBED IN TITLE X OF THE RESIDENTIAL LEAD-BASED HAZARD REDUCTION ACT OF 1992.

SELLER:

Signed _____

Name _____

Signed _____

Name _____

Witness _____

LISTING AGENT/BROKER

Agent _____

Agency _____

PURCHASER:

Signed _____

Name _____

Signed _____

Name _____

Witness _____

SELLING AGENT/BROKER

Agent _____

Agency _____

AFTER THE OFFER IS ACCEPTED

CHANGES:

NEXT STEPS:

SCHEDULE HOME INSPECTION

HIRE ATTORNEY

START MORTGAGE APP

OPTIONS TO HOME INSPECTION:

NEGOTIATING INSPECTION

MORTGAGE CONTINGENCY

AJF/15

BUYERS SHOULD ASK QUESTIONS BEFORE BUYING

By Judith I. Johannsen

If you're in the market to buy a house, one of the most important things you can do is ask questions – lots of them. Most buyers know to ask about a property's location, style, number of rooms and asking price, but there may be other information that, if known, could also impact their decision to buy.

Smart buyers figure out before they start house hunting what they absolutely must have, what they'd like to have, and what they will settle for in a home. Answers to the standard house buying questions are usually easily found by viewing the property or by asking the real estate agent. However, sometimes buyers have special areas of concern for which answers are not obvious or apparent.

Special areas of concern vary from buyer to buyer but can range from zoning issues (can I have a home office?), the potential of additional neighborhood development (can someone build in that wooded area behind the house?), traffic and proximity to shopping to items labeled "psychological impacts" such as homicides, suicides and fires in and on the property, and the location of convicted sex offenders. The problem is, real estate agents won't know of a buyer's particular concern unless the buyer asks questions specific to his or her concern.

Before a person can be licensed in the State of Connecticut, s/he is educated in the principles and practices of real estate - basic contract law, basic appraisal techniques, ethics and fair housing. ESP and mind reading are neither offered nor required. Therefore, if a buyer has questions or concerns that are not answered or addressed when discussing or viewing properties, that buyer should not blithely assume that the heavens will part and answers will miraculously appear somewhere in the process – the buyer should ask those questions the answers to which would impact his or her decision to buy.

There are several excellent resources for buyers to find answers to questions about property they are considering. The easiest and quickest sources are the real estate agent(s) involved and/or the seller of the property. The agents have information provided to them that they have obtained from the seller or public agencies, but this information may or may not be accurate.

Another excellent source for information about property is the Town Hall in the town or towns in which a property lies. The Town Clerk's Land Records contain copies of recorded deeds and property maps, the Property Assessor maintains "street cards" for each property that include address, legal description and a basic outline of that property's floor plan and dimensions, the Tax Collector maintains the town's property tax roll and collects the taxes, the Planning and Zoning Department is knowledgeable about existing and proposed new developments, and the Building Department may have records of building permits and renovations of properties.

The bottom line is this - a buyer should take an active role in learning about properties s/he is considering purchasing – having questions magically answered through ESP, mind reading or divine intervention is wholly unrealistic and impracticable. A real estate agent and/or the seller can provide basic property information, but if there are specific concerns or questions, answers to which are key to the buyer's decision to purchase, the prospective buyer has an affirmative obligation to make reasonable efforts to find those answers.

Judith I. Johannsen is Assistant Counsel for the Connecticut Association of Realtors®, Inc.

Connecticut Association of REALTORS®, Inc. is Connecticut's largest professional trade association representing over 12,000 real estate professionals engaged in all aspects of the real estate business. Founded in 1920, the Connecticut Association of REALTORS®, Inc. is dedicated to enhancing the ability of its members to conduct their business successfully while maintaining the preservation of private property rights. Use of the term "REALTOR®" is exclusive to the members of the REALTOR® Association and signifies their allegiance to a strict Code of Ethics.



Connecticut Association of Realtors®, Inc.

Notice Concerning "Non-Material Facts Concerning Real Property"

Under Connecticut law a "non-material fact concerning real property" means a fact, set of facts or circumstance surrounding real estate which includes, but is not limited to: (1) the fact that an occupant of real property is or has been infected with a disease on the list of reportable diseases issued by the Commissioner of Public Health as required by section 19a-2(9) of the general statutes; or (2) the fact that the property was at any time suspected to have been the site of a death or felony. Connecticut law further states that such information is not "material" or important to a buyer's decision to purchase a property. Connecticut real estate licensees are *not* required to tell a buyer about nonmaterial facts concerning real property even if the licensee knows that non-material facts exists.

If such information is important to you, Connecticut law requires that you request the information in writing. By Connecticut law, you may not inquire as to whether the property was occupied by a person infected with the human immunodeficiency syndrome. You may give your written request to your agent who will transmit it to the seller, or if the seller has representation, to the seller's agent. Connecticut law states that the seller either may set forth a written reply or may refuse to reply. In either event, the real estate licensee is not obligated to disclose information concerning "non-material facts concerning real property."

Information concerning the residence of a person convicted of a crime may be obtained from the local police department or the Department of Public Safety or the Department's website at: <http://www.ct.gov/dps/site/default.asp>.

We have received and read this notice on _____
Date

Buyer

Buyer



AND THE DEPOSIT GOES TO ...

In a typical real estate sales transaction, the buyer, acting through his agent, submits an offer to purchase along with an earnest money check to the seller. The seller reviews the offer and either rejects, counters or accepts the offer. When the parties have agreed to all of the terms and conditions of the transaction, the parties sign and initial where necessary. The offer has now become an enforceable and binding contract. The broker who accepts the earnest money is required by law to deposit it into an escrow trust account in a bank doing business in the State of Connecticut where it will remain until it is known who is legally entitled to it.

It is hoped and expected that the parties to the contract fully intend to abide by the terms and conditions expressly set forth in their agreement; however, on occasion, something happens to cause one of the parties to want out of the deal. If the seller believes the buyer is wrongly backing out of the contract, he may think he is entitled to keep the deposit. If the buyer finds that, through no fault of his own, his contract obligations cannot be met and, therefore, believes there is no deal, he may demand that his deposit be returned to him. When differences of opinion arise as to whether or not a party to the contract has defaulted, it is not up to the real estate broker to play referee, jump into the fray and make the call. The parties will decide, either on their own or with the benefit of counsel, who, if anyone, is in default. Up until that decision is made, as lines are drawn in the sand and the parties squabble over entitlement to the escrow funds, the battle throws the escrow-holding broker in the middle.

Fortunately, with respect to the release of escrow deposits, the law is clear. A broker holds funds in escrow, acting as a trustee for both the buyer and the seller, even if the broker represents only one of the parties in the transaction, pending agreement of the parties or an order of the court. No other reason for releasing the deposit is valid. The broker does not withhold the money from the parties just to be a meanie; rather, the broker is simply doing its job according to the law. The law could not be more plain - court order or agreement of the parties are the only two grounds for release of escrow monies.

Once an agreement between the parties as to the disposition of the escrow deposit is reached, that should be the end of the story. However, in the absence of an agreement, and if each party steadfastly believes he or she is entitled to the money, one party may file a lawsuit against the other party and/or the broker in either Small Claims Court or Superior Court. If such a suit is filed, the broker would then file a motion pursuant to Public Act 96-105. This motion allows the Court to extricate the broker from the dispute and declare which party is legally entitled to the money. Once the Court grants the motion, the broker pays the escrow money to the Clerk of the Court, the broker is dismissed from the suit and the escrow money is released to the rightful owner.

While this courtroom mini-drama may seem like an unnecessary legal do-si-do, it provides a palatable remedy for all involved. In one bang of the gavel, the Court plucks the broker from the center of the dispute, proclaims the rightful owner of the money and quiets the undeserved wrath toward the broker.

Remember, an attorney demanding the return of his client's funds or a pleading buyer or seller carry no clout as they cannot trump the statute's mandate. A broker has no choice - monies are held in escrow until either a court order or an agreement of the parties.

By Judith I. Johannsen, Assistant Counsel for the Connecticut Association of Realtors®, Inc.

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Connecticut Association of REALTORS®, Inc.

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The mission of the Connecticut Association of REALTORS®, Inc. is to enhance the ability of its members to conduct their business successfully while maintaining the preservation of private property rights.

COMMONLY ASKED QUESTIONS ON

ESCROW ACCOUNTS AND ESCROW DEPOSITS

Question: When must deposit monies be deposited?

Answer: According to the Connecticut Real Estate Regulations, deposit monies received by a real estate licensee must be deposited within 72 hours of the date that the parties reach an agreement in the brokerage's escrow or trustee account. This is an outside limit, and deposit monies may be deposited prior to the expiration of the 72 hour limit.

Question: Where must deposit monies be deposited?

Answer: According to the Connecticut Statutes, monies which a real estate broker receives as a deposit must be deposited in an interest bearing account with the interest periodically swept by the bank and paid to the Connecticut Housing Finance Authority. These accounts are known as IORETA (aka IOREBTA) Accounts.

Question: A deposit may be released when?

Answer: Deposits may only be released by agreement of the parties or order of the court. Under no circumstances should deposit monies be released without either the agreement of both parties or an order of the court indicating to whom the deposit monies should be paid. The mere request of the seller, buyer, or an attorney representing either the seller or the buyer, as to the disposition of the deposit monies should never be acted upon without the agreement of the other party or either his or her attorney. According to an Appellate Court ruling, the attorney for a party may grant permission for the release of escrow monies.

Question: May a post-dated check be accepted as a deposit?

Answer: No. Post-dated checks should not be accepted as a deposit.

Question: What is the standard amount required as a deposit?

Answer: There is no "standard" amount required as a deposit as the amount of the deposit is negotiable between the parties. There is no magic in this amount, and offers should be presented to a seller regardless of the amount the prospective purchaser offers to post as earnest money or a deposit.

Question: What should a salesperson do when receiving deposit monies?

Answer: Any monies which a salesperson receives should be immediately turned over to the broker for deposit into the broker's escrow account.

Question: What should the REALTOR® do if the buyer and seller get into a dispute over the deposit?

Answer: Initially, nothing. Since the REALTOR® cannot release funds unless the parties agree or there is a court order, the REALTOR® should continue to hold the funds. If one of the parties starts a lawsuit against the REALTOR®, the REALTOR® should file a motion to pay the disputed funds into the court. Public Act 96-105 provides that upon such payment into court, the broker will be dismissed from the suit if there are no other claims against the broker. The form for this process is available on our website at www.ctrealtor.com. It is entitled "Motion to Deposit Escrow Funds with Court." In addition, the CAR form purchase and sale agreement contains provisions permitting the broker to engage an attorney to bring suit to resolve the dispute and pay the attorney's fees and costs from the escrow account.

Question: How long should escrow monies be kept?

Answer: The escrow monies should be kept until the parties agree on the recipient or a court issues a judgment identifying the recipient. However, if the parties do not agree and no court action has been started, escrow monies are treated the same way as unclaimed bank accounts. The funds must be paid over to the State Treasurer, and the State Treasurer will hold the funds. Information for this process is available from the State Treasurer's office at www.state.ct.us/ott/

Question: The buyer's agent is insisting on holding the deposit. Shouldn't the deposit be held by the listing broker?

Answer: The short answer to this question is it does not matter. Whether the listing agent or the buyer agent holds the deposit is irrelevant since whoever holds the deposit holds it in escrow for both of the parties and is not free to release the funds absent the agreement of the parties or an order of the court.



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COMMONLY ASKED QUESTIONS ON

OFFERS AND COUNTER OFFERS

Question: Must an offer be in writing in order to be a "valid" offer?

Answer: *No. There is no legal requirement that offers be in writing. The real estate licensing regulations simply state that real estate licensees must "endeavor" to put the agreement of the parties in writing. While setting forth all of the terms of the offer in writing helps to avoid misunderstandings and makes it easier for the real estate licensee to "endeavor" to put the agreement of the parties in writing, an oral offer is just as much an offer as one made in writing.*

Question: Must a check accompany an offer in order for it to be a "valid" offer?

Answer: *Again, while there may be practical reasons on the seller's part for wanting to see some sort of "good faith" or "earnest" money, there is no legal requirement that a deposit be provided with an offer.*

Question: When must an offer be presented?

Answer: *According to the Real Estate Licensing Regulations and the Realtor® Code of Ethics all offers must be presented as soon as practicable until closing. Therefore, there is simply no valid reason for not presenting an offer.*

Question: Do all of the same rules apply to counter offers?

Answer: Yes.

Question: When may an offer or counter offer be revoked?

Answer: *An offer or counter offer may be revoked at any time before the other party accepts the offer or counter offer.*

Question: What makes the revocation of an offer or a counter offer effective?

Answer: *The revocation of an offer or counter offer is legally effective when it is received by the other party before that party accepts the offer or counter offer.*

Question: How does one know when an offer or a counter offer has been accepted?

Answer: *When the accepting party communicates his acceptance to the party making the offer or his or her agent or the accepting party begins to transmit his or her acceptance by placing the accepted offer or counter offer out of his or her possession, regardless of whether or when the acceptance is received by the other party. Keep in mind that a contract for the sale of real estate is not enforceable unless it is in writing, signed and delivered to the parties.*

Question: Must a seller respond to an offer within 24 hours?

Answer: *No, there is no law or other requirement mandating that a seller respond to an offer or respond within a particular period of time.*



**FAQ on the Smoke and Carbon Monoxide Detector Law
and Revisions effective July 1, 2014**

Question: What is the status of the Smoke and Carbon Monoxide Detector law?

Answer: Effective July 1, 2014, there are statutory revisions to the affidavit and the requirements from what was in place at the beginning of 2014. The affidavit now clearly states that there is not a warranty beyond the time of transfer, that a carbon monoxide detector is no longer required to have a digital readout, and language that stated the detectors could not exceed the standards was removed. There are municipalities that may have stronger disclosure requirements so it was not the intent of the law to prohibit compliance with municipal rules.

Question: Who has the duty to explain liability and ensure the signed affidavit for the Smoke and Carbon Monoxide Detector requirement?

Answer: The closing attorneys.

Question: Are agents required to get a signed affidavit at the time of listing?

Answer: No, the affidavit is furnished and handled by the closing attorney. The real estate licensee is not a party to the affidavit. Since the affidavit is a statement under oath, it must be signed before an attorney or notary.

Question: Where can I find a copy of the affidavit?

Answer: The affidavit created by the Connecticut Bar Association is at this link:
ctrealtors.com/carbonmonoxide

Question: Are mobile homes, condo and co-op units exempt?

Answer: The requirements of the statute apply "to any real property containing a residential building designed to be occupied by one or two families". There is no specific exception for a mobile home, condo or co-op.

Question: What about rental properties? Is an affidavit required for leases?

Answer: The Smoke and Carbon Monoxide Detector Law does not require an affidavit between the landlord and tenant. However, local ordinances may impose an obligation on the landlord with regard to smoke and carbon monoxide detectors, and landlords should be directed to their local health department or health district for information.

Question: What if the seller is uncomfortable providing an affidavit or the seller's attorney advises the seller not to provide the affidavit. Is there a penalty?

Answer: Similar to the Property Condition Disclosure law, a seller who does not provide the affidavit must provide the purchaser with a \$250 credit at closing. There is no penalty if the closing does not take place.

Question: I am representing a relocation company. Is the relocation company required to provide an affidavit?

Answer: If the relocation company has taken title to the property, then the relocation company must furnish the affidavit. If the relocation has not taken title to the property (in other words, title to the property is still in the name of the employee) then the affidavit should be provided by the employee who has title. Relocation companies themselves are not exempt.

Question: I am representing a bank which is selling property it acquired in a foreclosure. Must the bank provide an affidavit?

Answer: Yes. There is no exemption for REO properties

Questions: Are persons holding a power of attorney exempt?

Answer: No.

Question: Are executors, administrators, conservators and trustees exempt?

Answer: Yes.

Question: The seller has never occupied the property. Must the seller provide an affidavit?

Answer: Yes. There is no exemption for non-owner occupied or investment properties.

Question: What if the detectors aren't working a week after closing?

Answer: There is no warranty regarding the functionality of the detectors that survives the closing. The affidavit merely states they are working as of the date of the affidavit. A buyer could test them as part of their walk through process prior to closing along with other equipment.

Question: How does a seller know the detectors are working or are installed correctly?

Answer: The manufacturer's instructions include details about testing, maintaining and locating detectors. Sellers may find those online using any Internet search engine. There is no obligation under the law to have detectors professionally tested. Some home inspectors may inspect or note the condition of detectors as part of their reports.

New Law Encourages Installation of Smoke and Carbon Monoxide Detectors

- The new law takes effect for transfers taking place after January 1, 2014.
- The new law applies to one and two family homes built prior to October 1, 2005 to have both smoke and carbon monoxide detectors (homes built after October 1, 2005 are already required to have hardwired smoke and carbon monoxide detectors.)
- Sellers will be asked to sign an affidavit at closing concerning smoke and carbon monoxide detectors (an affidavit is a statement under oath that must be signed in front of a notary or attorney).
- The law requires that the seller provide the affidavit or allow the buyer a \$250 credit against the purchase price at closing.

- In the affidavit, the seller will swear under oath that the property is equipped with smoke and carbon monoxide detectors, and that the detectors are in working order as of the date of the closing.

- Detectors may be battery operated unless the building code at the time the house was built required the installation of hardwired smoke (10/1/1985) and/or carbon monoxide (10/1/2005) detectors.

- Any carbon monoxide detector must be capable of showing the concentration of carbon monoxide in parts per million (digital readout).

- Any smoke and carbon monoxide detector must be capable of producing alarms to warn occupants.

- Smoke and carbon monoxide detectors must be installed in accordance with the manufacturer's instructions.

- Most battery operated smoke and carbon monoxide detectors will contain instructions as to the

number needed and the placement within the home.

- The closing attorney will provide the form of affidavit.



Upcoming Changes to Federal Lending Regulations

The upcoming changes to Federal lending regulations (called TRID) effective on October 3, 2015 will have a significant effect on closing procedures when purchasing a home. This document is designed to briefly explain relevant information to help complete a smoother transaction.

The application process will begin with the Loan Estimate, therefore a Loan Estimate requested by a buyer on or after October 3, 2015 constitutes an application for a mortgage under the new rules.

Open lines of communication help prevent needless confusion and delays.

- Make sure your clients have detailed information to share with their lender.
- If anything about the transaction changes, communicate those changes **promptly** to all involved.
- The lender and the closing Attorney both need correct and complete information, including name, office address, office phone number, Broker CT License Number, **and** Agent License Number. ***There is now a Broker Identification Addendum to the Purchase and Sale Contract available at the CTR website under the Legal Forms Tab in both the Buyer's and Seller's categories.***

Find out who provides the Closing Disclosure.

- Learn who will be preparing and providing the Closing Disclosure form, when and how your client can expect to receive it, and how any last-minute changes are handled.
- Previously HUD-1 Settlement Statements were most often provided by a settlement attorney.. Lenders may choose to prepare and deliver the Closing Disclosure to your client directly through the mail, in-person, or electronically (if your clients have given permission for electronic delivery).
- No matter who prepares or provides the Closing Disclosure, the lender is accountable for its accuracy and approves the final version.

Note the impact on documents and pre-qualification letters.

- There are streamlined documents - Four documents have been turned into two, the Loan Estimate and the Closing Disclosure. Now, the documents your clients see after completing the loan application (Loan Estimate) and at closing (Closing Disclosure) mirror each other, so it's easier to compare and notice any and all changes.
- Preapprovals and pre-qualifications require additional information at the time of application so the time the lender takes to provide that information may be several hours longer than in the past.

Your client must receive the Closing Disclosure at least three business days prior to closing.

- Buyers who elect to receive the Closing Disclosure by email must either send back a "read receipt" when prompted upon opening the email, or sending a return email back to the lender expressly acknowledging

they have received the document. **The three day clock cannot start ticking until the buyer has expressly confirmed they have received the Closing Disclosure from the lender.**

- When changes to the transaction are significant, a new three-business-day review period is required along with a revised Closing Disclosure. Since large, last-minute changes should be rare, an additional review period should also be rare.
- **Most settlement issues, such as adjustments to seller credits to account for repairs and fuel proration, that are currently addressed as late as the day of closing can continue to be handled at closing without requiring a new three-business-day review period.** These changes will still likely result in a revised Closing Disclosure that will be sent to the buyer, but the closing should be able to take place as scheduled.
- Business days include Saturdays, but do not include Sundays or Federal Holidays.

Only three changes require a new three-day review.

- **The APR** (annual percentage rate) increases by more than 1/8 of a percent for regular loans (most fixed-rate loans) or 1/4 of a percent for irregular loans (most adjustable loans). Under the rules a decrease in APR will not necessarily require a new three-day review; buyers need to check with their lenders about whether they require a new three day period if the APR decreases. Please note lenders have been required to provide a three-day review for these changes in APR since 2009, so this is not new.
- **A prepayment penalty** is added, making it expensive to refinance or sell.
- **The basic loan product changes**, such as a switch from fixed rate to adjustable interest rate or to a loan with interest-only payments.

The National Association of REALTORS® and the Consumer Financial Protection Bureau have created extensive materials to explain the new regulations and to answer common questions about the impact. Those can be found at this link: <http://www.consumerfinance.gov/know-before-you-owe/real-estate-professionals/>.

THE INFORMATION CONTAINED HEREIN IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSTRUED, CONSIDERED OR RELIED UPON AS LEGAL ADVICE. PLEASE CONSULT WITH YOUR PERSONAL ATTORNEY OR CLOSING ATTORNEY REGARDING YOUR PERSONAL SITUATION.

Connecticut REALTORS®

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Last revised 9/17/2015

Listing

1395 Galloping Hill Road, Fairfield, CT 06824

County: **Fairfield**

Neighborhood: **Greenfield Hill**

MLS#: **99092043**

Single Family For Sale

Status: **Closed**
Closed: **08/18/2015**
Tax Parcel#: **124689**

Closed Price: **\$700,000**
List Price: **\$715,000**
Days On Market: **98**



Walkscore is: - - 6 Car-Dependent - Almost all errands require a car.

Potential Short Sale: **No**

Short Sale Comments:

Residential Property Information

Style: **Colonial** Total Rooms: **9** Bedrooms: **4** Bathrooms: **2 Full & 1 Partial** Home Warranty Offered: **Yes**
Square Footage: **Estimated heated: above grade 2,671 and below grade 740; total 3,411** Public records lists total living area as **2,671** Sq.Ft. Fireplaces: **1**
New Construction: **No** Year Built: **1964 (Public Records)** Color: **Brown**
Dir. Waterfront: **No** Acres: **1.08 (Public Records)** Zoning: **AA**
Property Tax: **\$12,220** Mil Rate: **24.79** Assessed Value: **\$492,940** Tax Year: **July 2015-June 2016**

Room Descriptions

Room	Level	Apx. Size	Features
Living Room	Main	26 x 14	Bay/Bow Window, Beams, Dry Bar, Hardwood Floor
Dining Room	Main	14 x 12	Bay/Bow Window, Hardwood Floor
Family Room	Main	19 x 14	Ceiling Fan, Fireplace, Hardwood Floor
Kitchen	Main	19 x 11	Ceiling Fan, Dining Area, Granite Counters, Hardwood Floor, Sliders
Office	Main	16 x 11	Concrete Floor, Sliders, Wall/Wall Carpet
Master Bedroom	Upper	17 x 11	Full Bath, Hardwood Floor
Bedroom	Upper	15 x 11	Hardwood Floor
Bedroom	Upper	14 x 11	Hardwood Floor
Bedroom	Upper	10 x 11	Hardwood Floor
Full Bath	Upper	11 x 8	Tile Floor
Rec/Play Room	Lower	24 x 22	Sliders, Wall/Wall Carpet
Additional Rooms: Foyer, Workshop			

Laundry Location: **LL**

Features

Appliances Incl.: **Dishwasher, Oven/Range, Refrigerator**
Energy Features: **Storm Doors, Thermopane Windows, Ridge Vents**
Home Automation:
Attic: **Has Attic - Access Via Hatch**
Basement Desc.: **Full, Partially Finished, Walk-out**
Exterior Siding: **Shingle, Wood**
Exterior Features: **Deck, Gutters, Lighting** Color: **Brown**
Construction Info.: **Frame** Foundation: **Concrete** Roof: **Fiberglass Shingle**
Garage & Parking: **1 Car, Attached Garage, Paved**
Swimming Pool: **No Pool**
Waterfront Feat.: **Beach Rights, Brook**
Lot Description: **Sloping Lot, Some Wetlands, Treed, Fence - Stone**
Assoc. Amenities: **Golf Course, Health Club, Medical Facilities, Park, Playground/Tot Lot, Tennis Courts**
Nearby Amenities: **Golf Course, Health Club, Library, Medical Facilities, Park, Playground/Tot Lot, Shopping/Mall, Tennis Courts**

Home Owner's Association: **No**

Association Fee:

Fee Payable:

Hot Water System

Utility Information

Est. Annual Heating Cost:

Heat Type: **Baseboard, Hot Water, Zoned, Fueled By: Natural Gas** Fuel Tank Location: **Non Applicable**
Cooling: **Ceiling Fans, Window Unit** Radon Mitigation: **Air No, Water No**
Water & Sewer Service: **Public Water Connected, Sewage System: Septic**

Elem: **Jennings** Interm: School Information Middle: **Ffld Woods** High: **Ffld Warde**
Public Remarks

Pristine Colonial set in a very private area off Galloping Hill Rd (AKA Lyman Lane). Immaculate presentation of freshly painted interiors, hardwood floors throughout; new Master bathroom w/lg walk in shower, new hall bath with tile floor & Corian counter, freshly done powder room off the main floor Foyer; updated kitchen with top of the line SS appliances, Subzero ref/frz, Bosch DW, gas stove with large oven, granite counter tops, custom white cabinets & hardwood flr; kitchen has been opened up to the family rm w/fpl & clg fan; partially finished, 740 sq ft LL, walkout to terrace off the back; 2nd garage bay finished for use as office can be returned to garage use; new thermo windows throughout & Arch. shingle roof w/41 yrs on warranty.

Confidential Agent Remarks

Pristine Colonial set in a very private area off Galloping Hill Rd/AKA Lyman Ln. All new thermo windows, warrantied Arch shngle roof; new bathrms & kit w/top of line fixtures & appliances; kit open to fam rm w/fpl & clg fans ea; 2nd garage bay transformed to htd office, can return as garage; LL 740 sq ft finished playrm walkout to back terr; see attachments for virtual tour, disclosures, etc.;

Marketing History

Current List Price: \$715,000	Last Updated: 08/18/15	Off Market Date: 08/18/15	DOM: 98
Previous List Price: \$729,000	Entered in MLS: 02/06/15	Expiration Date:	CDOM: 413
Original List Price: \$729,000	Listing Date: 02/06/15	Proposed Closing Date: 08/15/15	
Sold Price: \$700,000	Closed Date: 08/18/15		

List Price as % of Assessed Value 145%	Closed Price as % of Assessed Value 142%	Closed Price as % of Last List Price 97.90%
-----------------------------------------------	-------------------------------------------------	----------------------------------------------------

Showing & Contact Information

Showing Inst: **Call LB for confirmed appointment 203.521.2126**
Lockbox: **SMLS Compatible Elec./rail at front door**
Owner: **Richard & Diane Rossiter**
Directions: **Brookside or Bittersweet to Galloping Hill, follow arrow on sign to 1395, AKA Lyman Ln**
Date Available: **Nego**
Owners Phone:
Bank Owned: **No**
Occupied By: **Owner**

Listing & Compensation Information

Listing Contract Type: **Exclusive Right to Sell/Lease**
Buyer's Agent Comp.: **2.50 % of sale price**
Service Type: **Full Service**
Sign: **Yes**

Internet Listing Distribution Authorizations

The List Office has authorized display on: **RPR, Homes.com, Homesnap, IDX Sites, Realtor.com**
The List Agent has authorized display on: **IDX Sites, Realtor.com, Homesnap**

**** NOTE: This listing will only appear on those websites authorized by BOTH the List Office AND the List Agent. ****

Listing Agent/Broker Information

List Agent: **Melanie Smith (D1299)**
Website: <http://melaniesmith@bhhsNE.com>
List Office: **BerkshireHathawayNEProperties (BHHS81)**
Website:
Phone: **(203) 319-3403**
Email: melaniesmith@bhhsNE.com
Phone: **(203) 255-2800**

Selling Agent/Broker Information

Sale Agent: **Ingrid Hess (n6305ih)**
Sale Office: **William Pitt Sothebys Darien (JPIT02)**
Phone: **(203) 655-6015**
Email: ingridhess@wpsir.com
Phone: **(203) 655-8234**

Information contained in this Smart MLS listing has been compiled from various sources, all of which may not be completely accurate. Smart MLS makes no warranty or representation as to the accuracy of listing information. All information that influences a decision to purchase a listed property should be independently verified by the purchaser. Report Generated on 03/19/2018 10:48:00 AM, Copyright 2018 Smart MLS, Inc. All rights reserved.



**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
165 Capitol Avenue ♦ Hartford, CT 06106**

RESIDENTIAL PROPERTY CONDITION DISCLOSURE REPORT

Name of Seller(s): **RICHARD [REDACTED] & DIANE E. [REDACTED]**

Property Street Address: **[REDACTED]**

Property Municipality: **FAIRFIELD, CT**

Zip Code: **06824**

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) requires the seller of residential property to provide this disclosure to the prospective purchaser prior to the prospective purchaser's execution of any binder, contract to purchase, option or lease containing a purchase option. These provisions apply to the transfer of residential real property of four dwelling units or less made with or without the assistance of a licensed broker or salesperson. The seller will be required to credit the purchaser with the sum of \$500.00 at closing if the seller fails to furnish this report as required by said act.

Connecticut law requires the owner of any dwelling in which children under the age of 6 reside to abate or manage materials containing toxic levels of lead.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose herein any knowledge of any problem regarding the following:

YES	NO	UNKN	GENERAL INFORMATION
-----	----	------	---------------------

1. How long have you occupied the property? 27+ Yrs. Age of Structure: 50 Yrs.

2. Does anyone other than yourself have any right to use any part of your property, or does anyone else claim to own any part of your property? If yes, explain: POSSIBLE DRAIN EASEMENT ON PROPERTY LINE - LEFT OF DRIVEWAY.

3. Is the property in a flood hazard area or an inland wetlands area? If yes, explain: WETLANDS (BROOK) AT BACK OF PROPERTY.

4. Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain:

5. Is the property located in a municipally designated village district, municipally designated historic district, or special tax district, or listed on the National Register of Historic Places? If yes, explain:

Special statement: Information concerning village districts and historic districts may be obtained from the municipality's village or historic district commission, if applicable.

- ☐ ☒ ☐ 6. Heating system problems? If yes, explain and list fuel types. _____
a. Is there an underground fuel tank? If yes, give age of tank if known, and location. NO
b. Are you aware of any problems with the fuel tank? If yes, explain: NO
- ☐ ☒ ☐ 7. Hot water problems? If yes, explain: NO
Type of hot water heater _____ Age _____
- ☐ ☒ ☐ 8. Plumbing system problems? If yes, explain: _____
- ☐ ☒ ☐ 9. Sewage system problems? If yes, explain: _____
Type of sewage disposal system (central sewer, septic, cesspool, etc.) SEPTIC
a. If private: (a) Name of service company EPIFANO
(b) Date last pumped 12/17/13 Frequency 3 YRS
b. If public:
(1) Is there a separate charge made for sewer use? Yes _____ No _____
(2) If separate charge, is it a flat amount or metered? _____
(3) If flat amount, please state amount and due dates: _____
(4) Are there any unpaid sewer charges? Yes _____ No _____
If yes, state the amount: _____
- ☐ ☒ ☐ 10. Air conditioning problems? If yes, explain: _____
Air Conditioning type: Central _____ Window ☒ Other _____
- ☐ ☒ ☐ 11. Electrical System problems? If yes, explain: _____
- ☐ ☒ ☐ 12. Are you aware of any problem with the well or domestic water quality, quantity, recovery, and/or pressure? If yes, explain: _____
- ☐ ☐ ☒ a. Was well water tested for contaminants/volatile organic compounds? If yes, attach a copy of the report.
- ☐ ☒ ☐ b. Are there any unpaid water charges? If yes, state the amount: _____
- ☒ ☐ ☐ c. Is there a separate expense for water usage? If yes, state if flat or metered, give the amount and explain:
\$400 YR
- ☐ ☒ ☐ 13. Electronic security problems? If yes, explain: _____
- ☐ ☒ ☐ 14. Carbon monoxide or smoke detector problems? If yes, explain: _____
- ☐ ☒ ☐ 15. Fire sprinkler system problems? If yes, explain: _____

YES NO UNKN

III. BUILDING/STRUCTURE/IMPROVEMENTS

- ☐ ☒ ☐ 16. Foundation/slab problems/settling? If yes, explain: _____
- ☒ ☐ ☐ 17. Basement Water/Seepage/Dampness? If yes, explain amount, frequency and location.
SEE ATTACHED
- ☐ ☒ ☐ 18. Sump pump problems? If yes, explain: _____
- ☐ ☒ ☐ 19. Roof leaks, problems? If yes, explain: _____
Roof type: _____ Age: _____
- ☐ ☒ ☐ 20. Interior walls/ceiling problems? If yes, explain: _____
- ☐ ☒ ☐ 21. Exterior siding problems? If yes, explain: _____
- ☐ ☒ ☐ 22. Floor problems? If yes, explain: _____
- ☐ ☒ ☐ 23. Chimney/fireplace/wood or coal stove problems? If yes, explain: _____
- ☐ ☒ ☐ 24. Fire/smoke damage? If yes, explain: _____
- ☐ ☒ ☐ 25. Patio/deck problems? If yes, explain: _____
If made of wood, is wood treated or untreated? _____
- ☐ ☒ ☐ 26. Driveway problems? If yes, explain: _____
- ☐ ☒ ☐ 27. Termite/Insect/rodent/pest infestation problems? If yes, explain: _____
- ☒ ☐ ☐ 28. Is house insulated? If yes, type ? _____ Location _____
- ☐ ☒ ☐ 29. Rot and water damage problems? If yes, explain: _____
- ☐ ☒ ☐ 30. Water drainage problems? If yes, explain: _____
- ☐ ☒ ☐ 31. Are asbestos containing insulation or building materials present? If yes, location _____
- ☐ ☒ ☐ 32. Is lead paint present? If yes, location _____
- ☐ ☒ ☐ 33. Is lead plumbing present? If yes, location _____

- ☒ ☐ ☐ 34. Has test for radon been done? If yes, attach copy of report. State whether a radon control system is in place, or whether a radon control system has been in place in the previous twelve months. If yes, explain. SEE ATTACHED
- ☐ ☒ ☐ 35. Does the property include any listed items? If yes, explain. (Items to be listed include, but are not limited to: propane fuel tanks, water heaters, major appliances, alarm systems and solar devices.)
- ☐ ☒ ☐ 36. Is the property subject to any types of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain.

The Seller should use this area to further explain any item above. Attach additional pages if necessary and indicate here _____ the number of additional pages attached.

I. Seller's Certification

To the extent of the Seller(s) knowledge as a property owner, the Seller acknowledges that the information contained above is true and accurate for those areas of the property listed. In the event a real estate broker or salesperson is utilized, the Seller authorizes the broker or salesperson to provide the above information to prospective buyers, selling agents or buyer's agents.

Date 2/1/15 Seller [Signature] Seller RICHARD ROSSITER
 {Signature} {Type or Print}

Date 2/1/15 Seller [Signature] Seller DIANE E. ROSSITER
 {Signature} {Type or Print}

II. Responsibilities of Real Estate Brokers

This report in no way relieves a real estate broker of his or her obligation under the provisions of Section 20-328-5a of the Regulations of Connecticut State Agencies to disclose any material facts. Failure to do so could result in punitive action taken against the broker, such as fines, suspension or revocation of license.

III. Statements Not to Constitute a Warranty

Any representations made by the seller on this report shall not constitute a warranty to the buyer.

IV. Nature of Disclosure Report

This residential disclosure report is not a substitute for inspections, tests, and other methods of determining the physical condition of the property.

V. Information on the Residence of Convicted Felons

Information concerning the residence address of a person convicted of a crime may be available from law enforcement agencies or the department of public safety.

VI. Buyer's Certification

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property for which the seller has no knowledge and this disclosure statement does not encompass those areas. The buyer also acknowledges that the buyer has read and received a signed copy of this statement from the seller or seller's agent.

Date _____ Buyer _____ Buyer _____
 {Signature} {Type or Print}

Date _____ Buyer _____ Buyer _____
 {Signature} {Type or Print}

Questions or Comments? Consumer Problems? Call the Department of Consumer Protection at 1-800-842-2649
www.ct.gov/dcp



INCLUSION/EXCLUSION STATEMENT FOR PERSONAL PROPERTY AND FIXTURES

THIS INFORMATION IS A DISCLOSURE AND SELLER'S AGREEMENT TO TRANSFER THE PERSONAL PROPERTY OR FIXTURES LISTED BELOW AT THE TIME OF CLOSING. THIS IS NOT A WARRANTY BY THE SELLER OF THE CONDITION OF THE PERSONAL PROPERTY ON THIS STATEMENT.

THIS STATEMENT REPLACES ANY OTHER LISTING OF PROPERTY IN A MULTIPLE LISTING SERVICE.

The subject property includes the items checked below which are being sold with the property (read across):

- | | | |
|------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven(s) | <input type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Garbage Disposal |
| <input checked="" type="checkbox"/> Ice Maker | <input type="checkbox"/> Beverage Cooler | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Washing Machine | <input type="checkbox"/> Dryer | <input checked="" type="checkbox"/> Water Heater |
| <input checked="" type="checkbox"/> Chandelier(s) | <input type="checkbox"/> Drapes, curtain, rods, window hardware | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Window/Wall Air Cndng | <input checked="" type="checkbox"/> Ceiling Fans | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> Burglar Alarm | <input checked="" type="checkbox"/> Smoke Detectors | <input type="checkbox"/> Intercom |
| <input checked="" type="checkbox"/> Sump Pump | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Pool Equipment |
| <input type="checkbox"/> Gazebo or Outbuilding | <input type="checkbox"/> Bottled Propane | <input type="checkbox"/> Swimming Pool (above ground) |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> Spa/Hot Tub | <input type="checkbox"/> Electric grill and exhaust |
| <input checked="" type="checkbox"/> Automatic Garage | <input checked="" type="checkbox"/> Blinds & Shades | <input checked="" type="checkbox"/> Kitchen exhaust fan |
| <input type="checkbox"/> Door Openers, remotes and keypads | <input type="checkbox"/> Awnings | <input type="checkbox"/> Generator |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

Notes (ex. other property or fixtures specifically included or excluded, items considered fixtures):

NONE I WILL TAKE IF BUYERS DO NOT WANT DR CHANDLIER

Are there any of the above that are not in operating condition as of the date below? ☐ Yes ☒ No

If yes, then describe (Attach additional sheets if necessary):

Seller certifies that the information on this form is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

The parties agree that no part of any purchase price is allocated toward any personal property or fixtures listed above.

Seller Michael J. [Signature] Date 2/1/15

Seller Diane E. [Signature] Date 2/1/15

Buyer _____ Date _____

_____ Date _____

Basement Water Seepage/Dampness

In the past there was some seepage at the front wall of the basement. This occurred about 4 to 5 times over 26 years under extreme conditions, large amount of snow on front yard that melted rapidly on a warm, rainy day. There has never been standing water, just a partial wet floor.

We contacted CT Basement Systems to inspect and assess the situation and went with their waterproofing recommendations. They dug a trench and installed a drain under the entire front basement wall with a 3 foot turn at the side walls. They installed a SuperSump sump pump with alarm which will pipe any water to the far side of the house where the land slopes away. The exterior of the pipe has an Ice Guard to prevent freezing. They also installed a Sump Wall System to that area as well as the exterior walls in the utility area. Dehumidifiers can be attached to both the sump pump and an outlet under the front wall in the finished area of the basement.

Mold

Prior to putting our house on the market, we hired a home inspector. He found a small amount of surface mold on the beam in the basement. He recommended treatment which we applied and watched the area for reoccurrence. It did not reappear. He also recommended we get a second, larger capacity dehumidifier. We have run both dehumidifiers at the recommended humidity of 30-40 percent since then.

Estimate 1 to Install Central A/C at 1395 Galloping Hill Road, Fairfield, CT

Santa Energy
Admiral St
Bridgeport, CT 06605
203-367-3661

MELANIE SMITH
1395 GALLOPING HILL
FAIRFIELD, CT 06824
A/C (203) 521 - 2126

This quote is good for 30 days from
State License # S1-387740
19-Feb-2015

THIS QUOTE IS TO INSTALL CENTRAL AIR AT THE PROPERTY 1395 GALLOPING HILL RD, FAIRFIELD, CT. WE WILL PREPARE TWO QUOTES: THE FIRST IS FOR A SINGLE LARGE UNIT LOCATED IN THE ATTIC, SUPPLYING AIR TO THE SECOND FLOOR BEDROOMS AND THREE DROPS THROUGH CLOSETS TO THE FIRST FLOOR. INSTALL A DUCANE 4 TON, 13 SEER, R410A AIR CONDITIONING SYSTEM COMPLETE. JOB WILL CONSIST OF PLACING A 4 TON AIR HANDLER IN ATTIC AND DUCTING SUPPLIES TO THE SECOND FLOOR BEDROOMS AND THREE DROPS TO THE FIRST FLOOR. THE THREE DROPS WILL END UP BEING IN DINING ROOM, LIVING ROOM AND FAMILY ROOM. THERE IS NO CLOSET LOCATED ABOVE THE KITCHEN AREA. OUTDOOR CONDENSING UNIT TO BE LOCATED ON THE RIGHT SIDE OF THE HOUSE. INSTALLATION CONSISTS OF: ALL EQUIPMENT, DUCT WORK, ELECTRICAL, REFRIGERATION, AND LABOR. A PULL DOWN STAIR CASE WILL NEED TO BE INSTALLED IN ATTIC INSTALLATION WHICH IS NOT INCLUDED IN THIS PROPOSAL, HOWEVER, WE CAN PROVIDE A CARPENTER IF NEEDED. DUCANE COOLING EQUIPMENT COMES WITH A 10 YEAR WARRANTY WHEN REGISTERED ON LINE.

INSTALLATION INVESTMENT.....\$10,900.00 MATERIAL, LABOR, TAX AND PERMIT

A 25% DEPOSIT AND SIGNED CONTRACT ARE REQUIRED TO OBTAIN MATERIAL AND INSTALLATION DATE. BALANCE OVER 90 DAYS, INTEREST FREE, THROUGH SANTA ENERGY.

THE PRO TO THIS INSTALLATION IS A LOWER INITIAL COST. THE CONS ARE: LESS TEMPERATURE CONTROL BETWEEN FLOORS, DUCT LOCATION FOR FIRST FLOOR IS LIMITED TO CLOSETS ABOVE, LOSS OF CLOSET SPACE ON SECOND FLOOR.

Ray Howell
Heating & Cooling Specialist

Estimate 2 to Install Central A/C at 1395 Galloping Hill Road, Fairfield, CT

Santa Energy
Admiral St
Fairfield, CT 06605
203-367-3661

1395 GALLOPING HILL RD
FAIRFIELD, CT 06824
A/C (203) 521 - 2621

This quote is good for 30 days from
State License # S1-387740
19-Feb-2015

THIS QUOTE IS TO INSTALL CENTRAL AIR. IN THIS QUOTE WE WILL INSTALL TWO SEPERATE SYSTEMS, A DUCANE 2.5 TON, 13 SEER, R410A SYSTEM SECOND FLOOR AND A DUCANE 2.5 TON, 13 SEER, R410A SYSTEM FOR FIRST FLOOR. FIRST FLOOR: AIR HANDLER TO BE LOCATED IN THE BASEMENT. MAIN TRUNK TO RUN ACROSS THE BASEMENT CEILING (FINISHED CEILING WILL HAVE TO BE MODIFIED) INDIVIDUAL RUNS WILL BE TUCKED UP INTO JOISTS. SUPPLY REGISTERS TO BE CUT INTO FLOOR NEAR EXTERIOR WALLS. ONE CENTRAL RETURN IN FLOOR NEAR INTERIOR WALL. OUTDOOR UNIT TO BE LOCATED TO RIGHT SIDE OF HOUSE. INCLUDED IN THIS PROPOSAL IS ALL EQUIPMENT, LABOR, REFRIGERATION, WIRING, PERMIT, START AND CHECK SYSTEM.

FIRST FLOOR INVESTMENT.....\$8100.00 MATERIAL, LABOR, TAX AND PERMIT

SECOND FLOOR: AIR HANDLER TO BE LOCATED IN ATTIC. SUPPLY REGISTERS IN BEDROOM CEILINGS AND BATHROOM. CENTRAL RETURN REGISTER TO BE LOCATED IN HALLWAY. (A PULL DOWN STAIR CASE IS NEEDED FOR ATTIC INSTALLATION). OUTDOOR UNIT TO BE LOCATED TO RIGHT SIDE OF HOUSE. INCLUDED IN THIS PROPOSAL IS: EQUIPMENT, LABOR, REFRIGERATION, WIRING, PERMIT, START AND CHECK SYSTEM.

SECOND FLOOR INVESTMENT.....\$7900.00 MATERIAL, LABOR, TAX AND PERMIT

A 25% DEPOSIT IS REQUIRED TO OBTAIN MATERIAL AND INSTALLATION DATE. BALANCE CAN BE PAID OVER 90 DAYS, INTEREST FREE, THROUGH SANAT ENERGY. SANTA ACCEPTS CASH, CHECK, VISA, MASTERCARD OR DISCOVER.

THE ONLY CON TO THIS INSTALLATION IS INITIAL EXPENSE. PROS ARE: CONTROLLING TEMPERATURE BETWEEN FIRST AND SECOND FLOOR, ENSURING PROPER COOLING ON EACH FLOOR, QUIETER OPERATION FROM SMALLER UNITS, LESS ELECTRICAL USE.

DUCANE COOLING PRODUCTS HAVE A 10 YEAR WARRANTY WHEN REGISTERED.

My Howell
Heating & Cooling Specialist

CARL A. B
CAROLINE A. ARDELL

FRANK P B
MARGARET B.
JANIK

EUGENE
KAPUSTA
MARRON

LOT F

LOT E

SURVEY

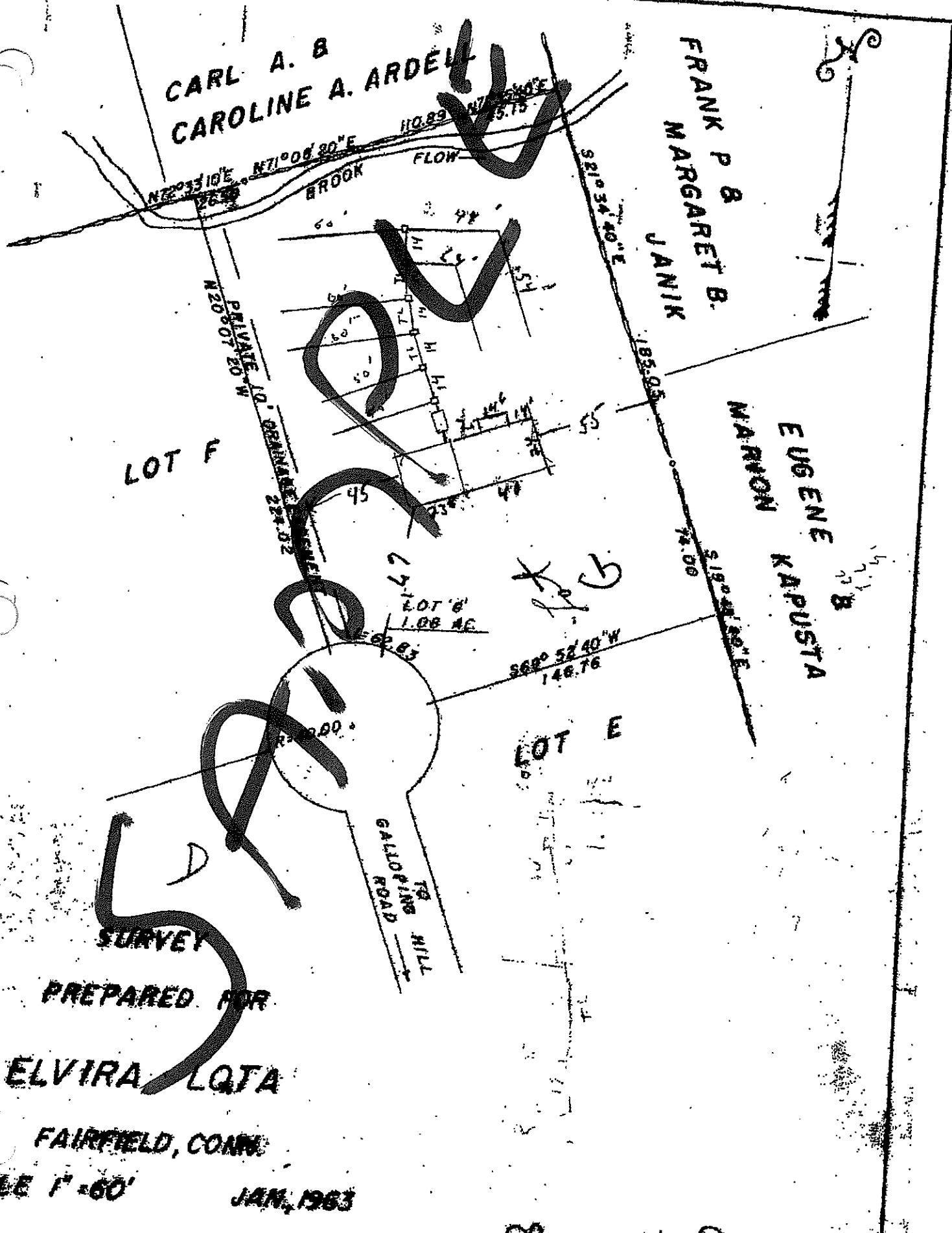
PREPARED FOR

ELVIRA LQTA

FAIRFIELD, CONN.

SCALE 1" = 60'

JAN, 1963



TEST ID NUMBER: 808736
DATE RECEIVED: 09/27/2013
REPORT DATE: 09/30/2013

TEST LOCATION
FAIRFIELD, CT 06824

TEST LOCATION
FAIRFIELD, CT 06824

This is a confidential report of the radon samples that were submitted to our laboratory for measurements of radon-222 levels. The results represent the amount of radon that was present in the air during the time of sampling. The radon is measured in our laboratory using the liquid scintillation method (EPA 402-R-92-004). This report will not be released to anyone without your permission except as required by individual state laws and guidelines.

HERE ARE YOUR TEST RESULTS

VIAL #	ROOM TESTED	DATE OPENED	DATE CAPPED	DATE ANALYZED	RADON LEVEL
3354765	1ST FLOOR LIVING ROOM	Sep 20, 2013 8:30 AM	Sep 24, 2013 8:30 AM	Sep 28, 2013 5:57 AM	0.2 pCi/L
3369991	1ST FLOOR LIVING ROOM	Sep 20, 2013 8:30 AM	Sep 24, 2013 8:30 AM	Sep 28, 2013 6:08 AM	0.2 pCi/L

AVERAGE RADON LEVEL (average result of two tests) : 0.2 pCi/L

THE EPA RECOMMENDS THAT YOU FIX YOUR HOME IF THE RADON LEVEL IS 4 PICOCURIES (pCi/L) OR HIGHER. Please read the EPA Citizen's Guide to Radon at www.epa.gov/radon/pubs/citguide.html. Residents of New Jersey should read "Radon Testing and Mitigation: The Basics" at <http://www.nj.gov/download/mitbas.pdf>. Radon levels less than 4 pCi/L still pose a risk. You may want to take additional measurements because radon levels can vary with the seasons. You may also want to consider doing a long term test to determine the average radon concentrations over a longer period of time. If the radon level is 4.0 pCi/L or higher you should perform either a long-term test or a second short-term test. If the radon level is higher than 10 pCi/L you should perform a second short-term test immediately. If you would like to learn how to lower your radon levels, or have other questions, please contact your state radon office at (866)509-7367.

MITIGATIONS OF DATA AND PRODUCT LIABILITY

PRO-LAB expressly disclaims any and all liability for any special, incidental, or consequential damages resulting directly or indirectly from the improper use of or improper interpretation of the radon product or its results. Any delays in receipt of the test sample by PRO-LAB shall be the sole responsibility of the purchaser and their legal remedy shall be limited to recourse with their chosen carrier. Additionally, PRO-LAB shall not be responsible for the improper placement of the test canister nor shall PRO-LAB be liable for results derived directly or indirectly from the improper placement of said test canister. PRO-LAB, its agents, its retailers, its distributors, and the manufacturers' sole liability are limited to cost for the replacement of the test canister itself only.

Shane, PhD, RMS

Shane, PhD, RMS
IA-NRPP CERT# 106562RT
1ST ID#779

James E. McDonnell IV

James E. McDonnell IV
NEHA-NRPP ID# 103456RT
AARST ID#558

PRO-LAB NEHA ID# 101461AL



CERTIFICATE NO: 29811

TOWN OF FAIRFIELD
OFFICE OF THE CHIEF BUILDING OFFICIAL

CERTIFICATE OF OCCUPANCY
ORIGINAL

DATED 12/19, 2013

Map # 118 Lot # 29 This is to certify that the building at 1395 GALLOPING HILL ROAD

owner ROBERT RICHARD & DIANE Under Permit No: 35985

conforms to the requirements of the State Building Code & of the Town of Fairfield & is hereby approved for Occupancy.

Description of Work:

****KITCHEN REMODEL****

Marshal Approval Date

Health Dept Approval Date

Planning Dept Approval Date

Water Dept Approval Date

Conservation Dept approval Date

Engineering Dept Approval Date

Remarks:

By _____

By _____

By _____

By _____

By Edward J. J...

By _____

James R. Gilleran
JAMES R. GILLERAN
CHIEF BUILDING OFFICIAL RWC



CERTIFICATE NO: 29810

TOWN OF FAIRFIELD
OFFICE OF THE CHIEF BUILDING OFFICIAL

CERTIFICATE OF OCCUPANCY
ORIGINAL

DATED 12/19, 2013

Map # 118 Lot # 29 This is to certify that the building is located at 139 GALLOPING HILL ROAD

Owner ROSS, RICHARD & DIANE Under Permit No: 149980

Conforms to the requirements of the State Building Code & of the Town of Fairfield & is hereby approved for Occupancy.

Description of Work:

WORK DONE APPROX 1987**CONVERT PORTION OF GARAGE TO HOME OFFICE**

Marshal Approval Date

Health Dept Approval Date

Planning Dept Approval Date

Water Dept Approval Date

Conservation Dept Approval Date

Engineering Dept Approval Date

Remarks:

By

By

By

By

By

By

James R. Gilleran
JAMES R. GILLERAN
CHIEF BUILDING OFFICIAL *RWC*

Sellers

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property in which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) RM Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
DEE (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) RM Records and reports available to the seller (check (i) or (ii) below):

DEE (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Name of Document(s)

Author

Date

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) Purchaser has (check (i) or (ii) below):

 received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller

Date

Seller

Date

Purchaser

Date

Purchaser

Date

Agent

Date

Agent

Date

1395 Galloping Hill Rd, Fairfield, CT 06824

Address of Property/Unit

ARA 1395 Lyman Ln, Fairfield, CT 06824

AFTER THE OFFER IS ACCEPTED

CHANGES:

NEXT STEPS:

SCHEDULE HOME INSPECTION

HIRE ATTORNEY

START MORTGAGE APP

OPTIONS TO HOME INSPECTION:

NEGOTIATING INSPECTION

MORTGAGE CONTINGENCY

AJF/15

CLOSING COSTS

DOWN PAYMENT

APPRAISAL

PREPAID INTEREST

INSURANCE (12 MONTHS)

REAL ESTATE TAX ESCROW (USUALLY 6 MONTHS)

ATTORNEY FEES

OWNER TITLE INSURANCE

LENDERS TITLE INSURANCE

RECORDING FEES

TITLE SEARCH

UNDERWRITING FEES

IF APPLICABLE:

OIL REMAINING IN TANK

WATER (IF CITY/METERED)

PHONE NUMBERS FOR UTILITY TRANSFERS:

ELECTRIC:

WESTPORT—EVERSOURCE 1 800 286- 2000
FAIRFIELD – UNITED ILLUMINATING(UI) 1 800 722-5584

GAS:

SOUTHERN CONNECTICUT GAS CO. 1 800 659-8299
YANKEE GAS 1 800 989-0900

PROPANE: HOCON (NWK)

RURAL (TRMBL) 203 853-1500
AMERIGAS(BPT.AREA) 203 261-3641/934-1465
PARACO(STRATFORD) 1 800 352-7177
NEW ENGLAND/GREENWICH(Bethel) 1 800 650-9693
203-869-1881

OIL COMPANIES:

GAULT(WESTPORT) 203 227-5181
HOFFMAN(TRUMBULL) 1 203 373-5999
KAUFMAN 1 800 441-4273/203.368.4273
STANDARD 1 800 822-3835/203.334.5532
SANTA(BRIDGEPORT) 203 367-3661
SERVICO(WILTON) 203 762-7994
PETRO(NWK) 888 285-2460

TELEPHONE:

AT&T
OUTSIDE CONNECTICUT 1 800 ATT-2020/1 800 288-2020
CALL BEFORE YOU DIG 1 800 453-7638
811

WATER:

AQUARIAN (LAWYER HANDLES) 203-445-7310/203-853-4650

CABLE TV:

CABLEVISION(NWK/WSPT/WSN/WLT/RWTN) 203 847-6666
(FFLD/BPT/MLF/SPT/STD) 203 336-2225
DIRECT SATELLITE SYSTEMS(DSS) 203 229-1326

OUTSIDE CONNECTICUT
DIRECT TV(STAMFORD) 1 800 425-5728
COMCAST 1 800 573-4352
1 800 266- 2278

INSURANCE:

AMICA(DANBURY) 800 772-6411/800-242-6422
LIBERY MUTUAL (STAMFORD) 203 327-9400
SHOFF-DARBY(FRANK AURIEMMA) 203 354-6200/203 259-1054
BROWN,BRYER & SHED 203 966-0660
LAYTON(TENANT'S/NWK-ROSALIE) 203 853-4100
STATE FARM/1873 POST RD., FAIRFIELD(SUSAN) 203 255-2277
STATE FARM/POST; WESTPORT/NORWALK 203 454-3400
STATE FARM/GEO. BRYCE,BROAD ST.,STAMFORD 203 406-9570
SAFECO 1 800 841-5914
1 800-842-8222

DEPT. OF MOTOR VEHICLES

SCHOOLS (BOARD OF EDUCATION):

WESTPORT: 203 341-1000 WESTON: 203 291-1400
WILTON: 203 762-3381 NORWALK: 203 854-4000
FAIRFIELD: 203 255-8371 STAMFORD: 203 977-4105



Binder Checklist & Documents

Use these documents when your client is purchasing a property

Print only the pages you need.

Included:

Binder Checklist

Exclusive Right To Represent

Purchase Agreement

RE Agency Disclosure Notice

Addendum To Purchase Agreement (lead)

Lead booklet can be found separately in Agent Access as well.



Higgins Group Binder Checklist

All information must be filled out and handed in to office manager upon a fully executed transaction,
if not this will delay your commission check!

PROPERTY & AGENT INFORMATION:

Property: _____ Town: _____
Listing # _____ Sale Price: \$ _____
Orig. List Date: _____ SHOW Date: _____ Contract Date: _____ Close Date: _____
Listing Agent: _____ Buyer Agent: _____
Agency: _____ Agency: _____
Address: _____ Address: _____
Town: _____ Phone: _____ Town: _____ Phone: _____

COMMISSION INFORMATION: % List Side: _____ % Buy Side: _____ Sale Price \$ _____

Referral: ☐ NO ☐ Yes _____ % (Attached Copy) Referral To: _____

Escrow Held by Higgins: ☐ NO ☐ Yes \$ _____ (copy attached) Escrow Released: ☐ NO ☐ Yes

Original Listing Marked SHOW w/in 14 Days: ☐ NO ☐ Yes Seller Concessions ☐ NO ☐ Yes \$ _____

Comments: _____

SELLER, BUYER & ATTORNEY CONTACT INFORMATION:

Seller/Landlord: _____
Address: _____
Phone: _____ Email: _____
Seller Attorney: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

Buyer/Tenant: _____
Full Address: _____
Email: _____ Phone: _____
Buyer Attorney: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

PLEASE ATTACH FOLLOWING ORIGINAL PAPERWORK AND HAND INTO OFFICE MANAGER:

N/A Included/Completed

____ Signed Lead Disclosure
____ Original signed binder/contract – dated/signed/initialed
____ Original signed binder/contract – dated/signed/initialed
____ *Original signed “Exclusive Right To Represent”
____ Original signed “Disclosure of RE Agency Relationship”
____ Copy of Deposit Check
____ *Short Sale Addendum

N/A Included/Completed

____ Copy of MLS or Open listing
____ Signed Mold Disclosure
____ Signed Res. Property Disclosure
____ Signed “Dual Agency Agreement”
____ Copy of pre-approval
____ Returned lockbox into office

**If Buying Agent only ** If Listing Agent only*