



CONDOMINIUM RESALE PURCHASE AND SALES AGREEMENT
Rhode Island Association of REALTORS®



1. SALES AGREEMENT (“Agreement”) made between..... (“Seller”) whose mailing address is..... Zip code..... and..... (“Buyer”) whose mailing address is..... Zip code..... Seller agrees to SELL and Buyer to BUY, upon the price and terms below, the following property (the “Property”): Unit No. (the “Unit”) of Phase Buildingof Condominium (the “Condominium”), together with an undivided percentage interest in the common areas and facilities of the Condominium. The address of the Condominium is in the City/Town of, State of Rhode Island, Zip code..... Assessor’s Plat Lot Block The mailing address of the Condominium is in the City/Town of, State of Rhode Island, Zip code.....

2. Date of this Agreement: The Date of this Agreement shall be the later of: (a) the date on which Buyer signs this Agreement, or (b) the date on which Seller signs this Agreement.

3. Purchase Price: Buyer agrees to pay Seller a Purchase Price for the Property in the amount of Dollars (“Purchase Price”) of which \$..... has been paid as a deposit. \$..... Additional deposit to be paid on or before..... \$..... Balance due at closing by cash, certified check, wire transfer and/or bank check. \$..... TOTAL PURCHASE PRICE.

4. Closing Date/Place: Closing is to be held on, at 10:00 A.M. at the office of the Registry of Deeds or at such other time and place as may be agreed to by Buyer and Seller. Delivery of deed shall occur at the closing. Buyer and Seller authorize the closing agent to release to Broker(s) signed copies of the closing statement(s).

5. Deposits: All deposits shall be held in an escrow account by the Listing Brokerage Firm named in Section 21, unless mutually agreed otherwise in writing by Buyer and Seller, and applied to the Purchase Price, except as otherwise provided. (a) The release of all deposits shall be upon execution of a written release by Buyer and Seller or as otherwise provided in Commercial Licensing Regulation 11. (b) In the event of a dispute between Seller and Buyer as to the performance of any provision of this Agreement, the holder of the deposits shall transfer the deposits to the General Treasurer of Rhode Island after 180 calendar days from the date of the original deposit, in accordance with the above regulation.

6. Waiver of Mortgage Contingency: If initiated by Buyer, this Agreement is not contingent upon financing and Section 7 of this Agreement shall not apply. _____ (Initials of Buyer)

7. Mortgage Contingency: This Agreement is subject to Buyer obtaining a commitment letter issued by an institutional mortgage lender or mortgage broker (“Lender”) on or before....., (“Mortgage Contingency Deadline”) under the following terms: an amount not to exceed \$..... at an initial rate of interest not to exceed% per year, for a term of at least years, with a maximum of points. Buyer authorizes Seller and/or Listing Licensee to contact any such Lender(s) to confirm the status of Buyer’s application. (a) **Satisfaction of Contingency:** Once Buyer delivers a commitment letter to Seller or Listing Licensee in accordance with Section 21, this Contingency is deemed satisfied, regardless of whether the stipulations and conditions in the commitment letter are met. **Buyer assumes all obligations in fulfilling any and all conditions of the commitment letter.** (b) **Denial of Mortgage:** If Buyer applies for a mortgage as described above and receives a written denial for such mortgage, then, upon delivering a copy of the denial to Seller or Listing Licensee in accordance with Section 21 on or before the Mortgage Contingency Deadline or extensions, this Agreement shall be declared null and void and Buyer shall have the right to the Deposits in accordance with Section 5 unless Buyer waives the mortgage contingency in writing. (c) **Extension:** If Buyer has received neither a commitment letter nor a denial for such mortgage on or before the Mortgage Contingency Deadline, Buyer may request, on or before the Mortgage Contingency Deadline, and by written notice to Seller or Listing Licensee in accordance with Section 21, to extend the time by which a copy of the commitment letter or denial must be delivered, or waive the Mortgage Contingency by written notice in accordance with Section 21. In response to Buyer’s request, Seller may, on or before the Mortgage Contingency Deadline, and by written agreement with Buyer, extend the time by which a copy of the written denial must be delivered. If Seller does not extend the Mortgage Contingency Deadline, this Agreement shall be null and void and Buyer shall have the right to the Deposits in accordance with Section 5 unless Buyer waives the Mortgage Contingency in writing.

(d) **Buyer's Breach of Contingency:** If, on or before the Mortgage Contingency Deadline, Buyer fails to deliver a copy of the commitment letter, or fails to deliver a written denial for such mortgage to Seller or Listing Licensee in accordance with Section 21, or fails to request an extension as stated in (c) above, the Mortgage Contingency shall be deemed waived. If Buyer fails to purchase Property on Closing Date, Buyer shall be in default of this Agreement; Seller shall have the right to the Deposits and other remedies provided in Section 22.

(e) **Insurance Notice:** A mortgage is usually contingent on Lender's review of (a) the Condominium master insurance policy and (b) an insurance binder that is necessary to cover any improvements or other fixtures not otherwise covered by the Condominium's insurer; therefore, Buyer is highly advised to seek a quote or binder for insurance including, but not limited to, flood, dwelling, and wind, on or before the Mortgage Contingency Deadline. Insurance availability and cost may vary based upon factors, including but not limited to, location, age, condition, past history of the property, and the requirements of individual lenders.

8. Personal Property and Fixtures: All fixtures and other improvements owned by Seller and that are permanently attached to the interior of the Unit as of the date Buyer signed this Agreement are included in this sale as part of the Property, including, but not limited to lighting fixtures, and any other items that are built in, including, but not limited to air conditioners, garbage disposals, and dishwashers. Any and all items associated with the use, control, or operation of the fixtures or additional items stated below are also included.

Additional items included in the sale

.....

The following items, including leased or tenant-owned items, are **excluded** from the sale:

.....

9. Title and Deed: (a) Seller shall convey Property by adeed conveying a good, clear, insurable, and marketable title to the Property, free from all encumbrances, except easements and restrictions of record, and governmental regulations, provided they do not affect the marketability of the title and are satisfactory to Buyer, and Buyer's Lender, if any. Seller warrants that Seller has no notice of any outstanding violation order from a governmental entity relating to the Property.

(b) Buyer may conduct a title examination of the Property at Buyer's expense.

(c) If Seller cannot convey marketable title as described above, Buyer may (1) elect to accept such title as Seller can convey, or (2) reject the unmarketable title, by notifying Seller in accordance with Section 21, then this Agreement shall be deemed null and void and Buyer shall have the right to the Deposits in accordance with Section 5.

10. Taxes, Adjustments, Other Assessments: (a) **Taxes:** Real estate taxes and fire district taxes shall be prorated on a calendar year basis, except in those towns in which taxes are prorated on a municipal fiscal year basis, with Seller paying for the period prior to the date of delivery of the deed and Buyer paying the balance of taxes due. All other taxes which are a lien upon the Property shall be paid by Seller at the time of the delivery of the deed.

(b) **Adjustments:** Rents, fuels, water charges, association fees and sewer usage charges shall be apportioned as of the date of the delivery of the deed at the current price as calculated by the Seller's supplier.

(c) **Assessments:** All assessments, including sewer, which are payable over a period of more than one year and constitute a lien on the Property shall be paid as follows: At closing, Seller shall pay installments due during the municipal years prior to the year in which the deed is delivered; the installments due in that year shall be prorated in the same manner as above provided for taxes, and **(Buyer and Seller: initial one)**

the Seller shall pay the balance of the assessment in full **or**

BUYER'S INITIALS _____

SELLER'S INITIALS _____

the Buyer shall pay the balance of the assessment in full or assume the balance of the assessment where permitted by law.

BUYER'S INITIALS _____

SELLER'S INITIALS _____

SELLER'S INITIALS _____

Seller certifies that as of the date of this Agreement, there are no outstanding assessments of the type described in this subsection.

(d) **Other:** If applicable, Buyer and Seller agree to pay as follows:

(1) **Working capital deposit** in the amount of: \$..... to be paid

(Check one) to _____ Condominium Association _____ Seller _____ Buyer

(Check one) by _____ Buyer or _____ Seller

(2) **Outstanding Condominium Assessments** in the amount of: \$..... to be paid to Condominium Association by: **(Check one)** _____ Buyer or _____ Seller

11. Right of First Refusal: If required, this Agreement is subject to Seller obtaining a release of the Right of First Refusal from the Condominium Association and/or declarant, as applicable.

12. Condominium Documents: Seller shall deliver the following documents to Buyer or Cooperating Licensee in accordance with Section 21:

- (a) A copy of the Condominium Declaration, including all amendments.
- (b) A copy of the Condominium Bylaws, including all amendments.
- (c) A copy of the Rules and Regulations of the Condominium Association, including all amendments.
- (d) An insurance certificate for the Condominium master insurance policy.
- (e) Other

Buyer agrees to acknowledge receipt of the following documents in writing. Buyer shall have ten (10) calendar days from the receipt of the documents to review these documents or refer them to an attorney for review. If within such ten (10) calendar day period Buyer gives Seller written notice that Buyer does not accept the above documents, the agreement shall be null and void, and Buyer shall have the right to the Deposits in accordance with Section 5. If Seller does not receive written notice within such period, these documents shall be deemed accepted by Buyer and this contingency shall be deemed to be waived.

13. Condominium Resale Certificate: Seller shall deliver the Resale Certificate pursuant to R.I.G.L. 34-36.1-4.09 to Buyer or Cooperating Licensee in accordance with Section 21. This Agreement is voidable by Buyer until the Resale Certificate has been provided and for five (5) calendar days thereafter, or until closing, whichever occurs first. The law states that Buyer “is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association.”

Buyer shall have five (5) calendar days from the receipt of the documents to review these documents or refer them to an attorney for review. If within such five (5) calendar day period Buyer gives Seller written notice that Buyer does not accept the above documents, the agreement shall be null and void, and Buyer shall have the right to the Deposits in accordance with Section 5. If Seller does not receive written notice within such period, these documents shall be deemed accepted by Buyer and this contingency shall be deemed to be waived.

14. Additional Obligations: (a) **Fire Safety Systems Requirement:** Rhode Island law requires condominium units/complexes to be equipped with a fire safety system. Requirements vary based upon the number and design of the units, and may include, but not be limited to, battery operated or hard wired smoke and carbon monoxide detector systems, local fire alarm systems, or municipally connected fire alarm systems. Seller shall deliver the Property at closing in compliance with all fire safety regulations as determined by the local fire marshal or the authority having jurisdiction. Seller shall provide a certificate or other documentation of compliance as required by state law and Buyer’s Lender at closing.

Buyer and Seller are encouraged to contact the State Fire Marshal’s Office or the local authority having jurisdiction over Property before signing this Agreement because local interpretations may vary.

(b) **Non-Resident Withholding Requirement:** If Seller is not a resident of the State of Rhode Island or will not be a resident at the time of the closing, Buyer must withhold six (6%) percent of Seller’s net proceeds (9% if Seller is a corporation), in accordance with R.I.G.L. § 44-30-71.3, and pay such amount to the Division of Taxation as a non-resident withholding requirement. In order to have such withholding based on gain rather than net proceeds of sale, Seller must submit an election form to the Division of Taxation at least twenty (20) calendar days prior to closing. Seller agrees to pay to Buyer the entire amount of such withholding found to be due at or after the closing. Buyer’s responsibility shall survive the transfer of title to the Property and shall be a lien against the Property. Seller and Buyer are advised to consult with the appropriate legal, tax, or financial professionals and/or the Rhode Island Division of Taxation.

(c) **Non-Resident Landlord:** R.I.G.L. § 34-18-22.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for “service of process” who is a resident of Rhode Island or corporation authorized to do business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

15. Possession and Condition of Property: Seller shall deliver to Buyer at closing full occupancy and possession of the Property, in “broom clean” condition, free and clear of personal possessions (except those that are listed in Section 8 as included with the sale), tenants, and occupants except as agreed below. At closing, Seller shall convey the Property in the same condition in which it is on the Date of this Agreement, except for reasonable use and wear and/or any improvements or repairs required by this Agreement. Buyer shall be entitled to a final walkthrough of the Property prior to the delivery of the deed in order to determine whether the condition of the Property complies with the terms of this section.

EXCEPTIONS:

16. Receipt and Acknowledgment of RI Disclosure Forms: Buyer acknowledges that Buyer has received the following forms (unless exempted by law): **(Initial all that apply)**

- _____ Rhode Island Real Estate Sales Disclosure Form prepared by Seller
- _____ Mandatory Real Estate Relationship Disclosure
- _____ Seller’s Lead Disclosure **which is incorporated in this Agreement by reference**
- _____ Pamphlet “Protect Your Family from Lead in Your Home” that includes R.I. section “What You Should Know About the RI Lead Law”

17. Buyer's Rights:

(a) **Inspections:** R.I.G.L. § 5-20.8-4 states, "Every contract for the purchase and sale of real estate shall provide that a potential purchaser or potential purchasers shall be permitted a ten (10) day period, *exclusive of Saturdays, Sundays and holidays* to conduct inspections of the property and any structures thereon before the purchaser(s) becomes obligated under the contract to purchase. The parties have the right to mutually agree upon a different period of time; provided, a potential purchaser may waive this right to inspection in writing."

(b) **Notice of State Inspections:** In addition to the rights stated in subsection (a) above, a potential purchaser(s) shall be permitted a period of ten (10) days to conduct the following:

(1) **Lead Inspection:** R.I.G.L. § 5-20.8-11 gives a potential purchaser the right to conduct a lead inspection. "Every Purchaser of any interest in residential real property on 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."

(2) **Private Well Water Inspection:** R.I.G.L. § 5-20.8-12 provides the right to test the water quality of a private well in accordance with RI Department of Health regulations.

(3) **Cesspool Inspection:** R.I.G.L. § 5-20.8-13 provides the right to inspect the property's on-site sewage system to determine if a cesspool exists and whether it is subject to the phase-out requirements as stated in R.I.G.L. § 23-19-15.

18. Waiver of Inspections Contingency: *(Initial all that apply)*

_____ (a) If initialed by Buyer, Buyer waives all rights to inspections, including the 10-day period, *exclusive of Saturdays, Sundays and holidays*, in R.I.G.L. § 5-20.8-4, § 5-20.8-12 and § 5-20.8-13; this Agreement is not contingent on inspections, and Section 19 of this Agreement shall not apply.

_____ (b) **Lead:** If initialed by Buyer, this Agreement is not contingent on a lead inspection, and Buyer waives Buyer's 10-day right to test/inspect for the presence of lead.

19. Inspections Contingency: *Time is of the essence as it applies to Section 19.*

(a) Buyer shall have a ten (10) day period, *exclusive of Saturdays, Sundays and holidays* ("Inspections Contingency Deadline"), from the date of this Agreement to conduct and complete inspections, obtain inspection reports, deliver to Seller or Listing Licensee any and all requests relating to inspections, obtain Seller's response, and resolve all such requests with Seller in writing or this contingency shall be deemed waived.

(b) The inspections shall be conducted at Buyer's expense by a recognized inspector(s) or inspection company of Buyer's choice. Inspections may include, but are not limited to, pest, cesspool/septic/sewer, radon, well water, lead, physical/mechanical, hazardous substances, wetlands and flood plain.

(c) If Buyer wishes to terminate this Agreement because of the following:

- (1) Buyer is not satisfied with the results of the inspections; or
- (2) Buyer and Seller have not resolved any and all issues relating to inspections to Buyer's satisfaction; or
- (3) Seller has not responded to Buyer's requests on or before the Inspections Contingency Deadline,

then Buyer shall deliver a written notice of termination to Seller or Listing Licensee on or before the Inspections Contingency Deadline or any mutually agreed extensions of such Deadline. If Buyer fails to deliver such notice, this Contingency shall be deemed waived and Buyer will forfeit Buyer's right to terminate this Agreement based on the Inspections Contingency.

Additional Provisions:

20. Correction of Errors: Buyer and Seller agree to execute and deliver such other documents, instruments, and affidavits as may reasonably be required to complete the transaction including, but not limited to, any affidavits and agreements which may be required by the Lender(s) or the title insurance company.

21. Notices: All notices as required in specific Sections of this Agreement shall be in writing. All notices are to be conveyed by mail, personal delivery, electronic transmission, or fax. Notices shall be effective when postmarked, upon personal delivery, upon electronic transmittal date, or upon fax transmittal date. Notices to Seller, Buyer, Listing Licensee and Cooperating Licensee shall be sent or delivered to the address(es) below.

Seller(s):
Name(s): _____
Mailing Address: _____

Fax: _____
E-mail: _____

Buyer(s):
Name(s): _____
Mailing Address: _____

Fax: _____
E-mail: _____

Listing Brokerage Firm:

Name of Licensee: _____
Licensee's RI License #: _____
Status: (check one)
 Designated Seller Representative
 Transaction Facilitator
 Dual Facilitator
Brokerage Firm Name: _____
Mailing Address: _____
Fax: _____
E-mail: _____
Telephone: _____

Cooperating Brokerage Firm:

Name of Licensee: William Muir
Licensee's RI License #: _____
Status: (check one)
 Designated Buyer Representative
 Transaction Facilitator
Brokerage Firm Name: Alliance Realty NE, LLC
Mailing Address: 2 Tunxis Road
Tariffville CT 06081
Fax: 866-866-7978
E-mail: info@alliancerealtyne.com
Telephone: 866-866-7978

22. Default: Upon default by Buyer, Seller shall have the right to the Deposits in accordance with Section 5, such right to be without prejudice to the right of Seller to require specific performance and payment of other damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default. If Seller defaults in the performance of this Agreement, Buyer shall have the right to the Deposits in accordance with Section 5, and Buyer may pursue any and all remedies available at law or equity, including but not limited to specific performance. All disputes between Buyer and Seller over the disposition of the Deposits shall be governed by Section 5.

23. Assignment: This Agreement may be assigned by either party without written consent of the other, and shall be binding upon the assigns of Buyer and Seller. However, this Agreement may not be assigned without the express written consent of Seller, if it contains a provision for Seller financing.

24. Accurate Disclosure of Selling Price: Buyer and Seller certify that this Agreement and all Addenda accurately reflect the gross sales price as indicated in Section 3 of this Agreement. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

25. The following Addendum/Addenda are made a part of this Agreement:

26. Additional Provisions:

27. Preparation of Document Confirmation Clause:

This Agreement was prepared by (check one): Listing Licensee Cooperating Licensee Other (please complete)
Name: _____ Address: _____

28. Construction of Agreement: If two or more persons are named as Seller or Buyer, their obligations shall be joint and several. **Dates and deadlines are important. Buyer and Seller are advised to act within the time required.**

29. Entire Agreement: Buyer and Seller agree that this Agreement contains the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated. Buyer represents that Buyer has not relied on the oral representations of Seller, or Broker(s) or their affiliated licensees as to the character or quality of the Property. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

BUYER	DATE	SELLER	DATE
BUYER	DATE	SELLER	DATE
BUYER	DATE	SELLER	DATE

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