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Sell or Buy
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COUNT ON US!**



Espinola Group
Powered by Keller Williams Realty Merrimack Valley

Your Realtor



Your agent through the buying process



Abides by the code of ethics



Knows the community



Prepares an offer to purchase and negotiates on your behalf



Understands funding programs

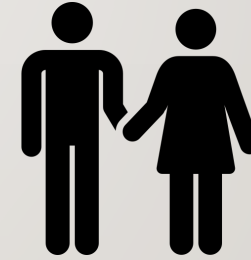


Guides you throughout the entire process



Agency Disclosure

- Buyer's Agent:
 - Represents Buyer
- Listing Agent:
 - Represents Seller
- Dual Agent:
 - Represents Both Parties





Commonwealth of Massachusetts

BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS www.mass.gov/dpl/boards/re MASSACHUSETTS MANDATORY REAL ESTATE LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE **THIS IS NOT A CONTRACT**

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE REAL ESTATE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. In the event this relationship changes, an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a real estate licensee to provide advice, assistance and representation to you as your agent. The real estate licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance, zoning, permitted use, or land survey matters, it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one: Seller's agent Buyer's agent Facilitator

If seller's or buyer's agent is checked above, the real estate licensee must complete the following section:

Check one: Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the Seller Buyer

Designated Agency

Only the licensee named herein represents the Seller Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

<u>Kelly Espinola</u> <small>05/09/21 3:05 PM EDT RACD - BLOB - CDM - V012</small>	<u>9046390</u>	<input type="checkbox"/> Broker	<input checked="" type="checkbox"/> Salesperson	<u>05/12/2021</u>
Signature of Real Estate Licensee	Printed Name of Real Estate Licensee License #			Today's Date
<u>Keller Williams Realty Merrimack</u>	<u>8192</u>			
Name of Real Estate Brokerage Firm	Brokerage Firm Real Estate License #			
<u></u>	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller			Today's Date
Signature of Consumer	Printed Name of Consumer	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller		Today's Date
<u></u>	Printed Name of Consumer			Today's Date

Check here if the consumer declines to sign this notice.

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

(NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.

Exclusive Buyer Agency Contract

- Solely Represented by One Real Estate Agent
- Lists Duties & Responsibilities
- Defines Time Frames & Terms



EXCLUSIVE BUYER AGENCY AGREEMENT

[With Consent To Designated Agency and Consent To Dual Agency]



This Exclusive Buyer Agency Agreement is made between [redacted] ("BUYER") and [redacted] ("BROKER"). In consideration of the mutual promises set forth below, BUYER and BROKER agree as follows:

1. Exclusive Buyer Agency. BUYER grants to BROKER the exclusive right to locate or procure real property acceptable for purchase/lease by BUYER. BUYER further agrees to refer all potentially acceptable real property to BROKER during the term of this Agreement and agrees to notify all other real estate agents who communicate with BUYER of BROKER'S exclusive agency relationship with BUYER. The final decision whether or not a property is acceptable for purchase shall be solely within the discretion of BUYER.

2. Term Of Agency. The term of this Agreement shall be from [redacted] to [redacted], unless extended verbally or in writing or terminated by completion of the purpose or by agreement.

3. Broker's Services/Duties. BROKER agrees to use reasonable efforts to locate real property acceptable to BUYER and to assist BUYER to negotiate terms and conditions of a contract acceptable to BUYER for the acquisition of the real property (the "Contract"). The Contract may consist of an accepted offer, purchase and sale agreement, option, deed, exchange agreement, lease or similar instrument. BROKER agrees to assist in locating properties, arrange showings, analyze financing alternatives, give advice concerning real estate practices and procedures, assist in negotiations, arrange inspections requested by BUYER and coordinate activities throughout the process. BUYER agrees that such services do not constitute a guarantee or warranty concerning any real property. BUYER agrees that BROKER has not been retained as an attorney, inspector, home inspector, pest/termite inspector, septic inspector, surveyor or to determine the condition of the real property and has not been retained to provide legal advice, to provide an opinion concerning lawfulness of current or anticipated uses, to perform a title search or to act as a mortgage broker. BUYER agrees that BROKER shall have no duty to disclose any matter or condition outside the boundaries of the real property being considered for purchase, including, but not limited to, present conditions and anticipated changes in the neighborhood where the property is located. BROKER recommends that an attorney and other professionals be hired for such services as BUYER deems appropriate and that BUYER personally investigate particular matters which may be of importance, including, but not limited to, neighborhood composition, the level of crime and presence of sex offenders. BROKER agrees to preserve confidential information of BUYER, making disclosure of confidential information solely to the extent necessary to establish BUYER'S financial qualifications. BROKER represents that BROKER is duly licensed as a real estate broker by the Commonwealth of Massachusetts. BUYER is advised that sellers or sellers' representatives are not required to treat the existence, terms or conditions of an offer as confidential, unless a confidentiality agreement has been made with the seller before submission of an offer. BUYER understands that BROKER represents other buyers and agrees that it will not constitute a breach of duty for the BUYER'S agent to introduce another prospective buyer to a property in which BUYER may be interested or to assist another buyer with a purchase. BROKER shall maintain confidentiality of material information of each buyer. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the injury actually suffered.

4. Buyer's Duties. BUYER agrees to work exclusively with BROKER during the term of this agreement. BUYER agrees to conduct all negotiations with the knowledge and assistance of BROKER. BUYER agrees to cooperate with BROKER by providing relevant personal and financial information and to cooperate in scheduling and attending showings. BUYER agrees to advise BROKER of any interest in purchase or lease of real property about which BUYER was previously advised by any other person. BUYER shall provide any lender's letter of pre-approval or pre-qualification to BROKER within seven (7) days of receipt. BUYER agrees not to attend any open house without advance notice and approval of BROKER and agrees to advise each listing broker at each open house of BUYER'S agency relationship with BROKER. BUYER represents that BUYER is not subject to any earlier agency agreement with any other broker or any protection period. BUYER understands that this agreement does not relieve BUYER of the duty to exercise due diligence for BUYER'S own protection, including the duty to investigate any information of importance to the BUYER. BUYER further understands and agrees that BROKER may show other prospective buyers properties in which BUYER may be interested.

5. Broker's Compensation. BUYER agrees to pay BROKER:

(a) Retainer. BUYER shall pay BROKER a retainer in the amount of \$ [redacted] upon signing this Agreement as compensation for professional consulting, consultation, and research. Such retainer is non-refundable and shall [] shall not [] be credited against any Success Fee.

(b) Success Fee. The parties agree that compensation equal to [redacted] (insert percent of purchase price or other amount) shall be due BROKER upon successful completion of this Agreement or in the event that, within [redacted] days following the term of this Agreement, BUYER or any person acting for or with BUYER purchases, leases or otherwise acquires an interest in the real property after becoming aware of the availability of the real property or receiving information about the real property during said term. The parties agree that BROKER shall first seek compensation, if any, offered by the listing agent or otherwise from the transaction (listing broker/seller). If obtained, such amount shall be credited to the amount of the Success Fee. If such fee cannot be obtained in whole or in part from the transaction, BUYER agrees to pay BROKER the Success Fee, due at the time set for closing.



(c) All fee disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the local association/board of REALTORS® or, in the event the association/board declines to hear the matter, to the American Arbitration Association (AAA) or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of three (3) arbitrators according to the then current rules of the association/board of REALTORS® or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA, and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator. Reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration.

6. Consent To Designated Agency. A designated agent is a real estate licensee who has been appointed by a broker or salesperson to represent a buyer as a "designated buyer's agent" or to represent a seller as a "designated seller's agent." When a buyer or seller consents to designated agency only that designated agent represents the buyer or seller. Any other agents affiliated with BROKER may represent another party to the transaction and by consenting to designated agency the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients. You are further advised that: (a) the designated buyer's agent will represent the BUYER and will owe the BUYER the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing BROKER will not represent the BUYER nor will they owe the other duties specified in paragraph (a) to that BUYER, and may potentially represent the seller; and (c) if designated agents affiliated with the same broker represent the seller and buyer in a transaction, the appointing broker shall be a dual agent and neutral as to any conflicting interests of the seller and buyer, but will continue to owe the seller and buyer the duties of confidentiality of material information and to account for funds. By signing this agreement, BUYER consents to designated agency. If designated agency occurs in a transaction, a notice of designated agency will be given. The designated agent(s) for the BUYER is/are: Kelly Espinola [insert name(s) of agent(s)] In the event that the designated agent appointed to represent BUYER ceases to be associated with the BROKER, BUYER hereby consents to appointment by BROKER of one or more agents associated with the BROKER to represent BUYER. Written notice of that appointment shall be given by BROKER to BUYER in a timely manner.

7. Consent To Dual Agency. The BUYER understands that the designated buyer's agent with whom BUYER is working also represents sellers and that if the BUYER is introduced to a property listed by that agent on behalf of a seller, a "dual agency" will be created. The designated buyer's agent may act as a dual agent who represents both prospective buyer and seller with their informed written consent. A dual agent is authorized to assist the buyer and seller in a transaction, but shall be neutral with regard to any conflicting interest of the buyer and seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds. BUYER understands that material information received from either client that is confidential may not be disclosed by a dual agent, except: (1) if disclosure is expressly authorized; (2) if such disclosure is required by law; (3) if such disclosure is intended to prevent illegal conduct; or (4) if such disclosure is necessary to prosecute a claim against a person represented or to defend a claim against the broker or salesperson. This duty of confidentiality shall continue after termination of the brokerage relationship. When the agent with whom the buyer is working is a dual agent, that broker with whom the agent is affiliated is also a dual agent and shall remain neutral as to any conflicting interests of the buyer and Seller. By signing this agreement, BUYER consents to have the designated buyer's agent(s) act as a dual agent. Except as expressly provided, this dual agency shall not extend to other licensees affiliated with BROKER. If dual agency occurs in a transaction, a notice of dual agency will be given.

8. Disclosure Of Identity/Other Brokers/Other Potential Buyers. BROKER is authorized to disclose BUYER'S identity. BROKER is authorized to cooperate with and pay compensation to other brokers in connection with the performance of BROKER'S services. BUYER understands that BROKER may represent other buyers interested in purchasing the same or a similar property. BUYER consents to such representation.

9. Entire Agreement/Governing Law. This Agreement is the entire agreement between the parties. It is binding upon the parties' heirs, successors, and personal representatives. Assignment shall not limit the rights of BROKER. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Unless otherwise stated, this Agreement may not be modified, except in writing signed by both parties.

10. Other Provisions.

This document creates binding legal obligations. For legal advice, consult an attorney.

Dated: [redacted]

[redacted]

BROKER Or Authorized Representative

[redacted]

BUYER Or Authorized Representative

[redacted]

BUYER Or Authorized Representative



Offer/ Contract to Purchase

- Document That Lists Terms of Home Offer
 - Price, Closing Timeframe, Concessions, etc.
- Sent to Listing Agent for Seller Consideration
- May Need to Be Revised / Counteroffer



(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)



From: BUYER(S): Name(s): Address: To: OWNER OF RECORD ("SELLER"): Name(s): Address:

The agent Kelly Espinola is operating in this transaction as:

- Buyer's Agent Seller's Agent Facilitator Dual Agent

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practice 16-10 in the REALTOR Code of Ethics.

The BUYER offers to purchase the real property described as together with all buildings and improvements thereon (the "Premises") to which I have been introduced by upon the following terms and conditions:

- 1. Purchase Price: The BUYER agrees to pay the sum of \$ to the SELLER for the purchase of the Premises (the "Offer"), due as follows: i. \$ as a deposit to bind this Offer and delivered herewith to the Seller or Seller's agent or to be delivered forthwith upon receipt of written acceptance ii. \$ as an additional deposit upon executing the Purchase And Sale Agreement; iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until a.m./p.m. on by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER.

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before a.m./p.m. on execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at a.m./p.m. on at the County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

- a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ at prevailing rates, terms and conditions by . The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above.



(With Contingencies)



reasonable efforts to obtain financing unless the BUYER has submitted one application by and acted reasonably promptly in providing additional information requested by the mortgage lender.

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by . 20 . If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978) and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker.

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms.

BUYER Date BUYER Date

SELLER'S REPLY

- SELLER(S): (check one and sign below) (a) ACCEPT(S) the Offer as set forth above at a.m./p.m. on this day of (b) REJECT(S) the Offer. (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

This Counteroffer shall expire at a.m./p.m. on if not withdrawn earlier.

SELLER, or spouse Date SELLER Date

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

- The BUYER: (check one and sign below): (a) ACCEPT(S) the Counteroffer as set forth above at a.m./p.m. on this day of (b) REJECT(S) the Counteroffer.

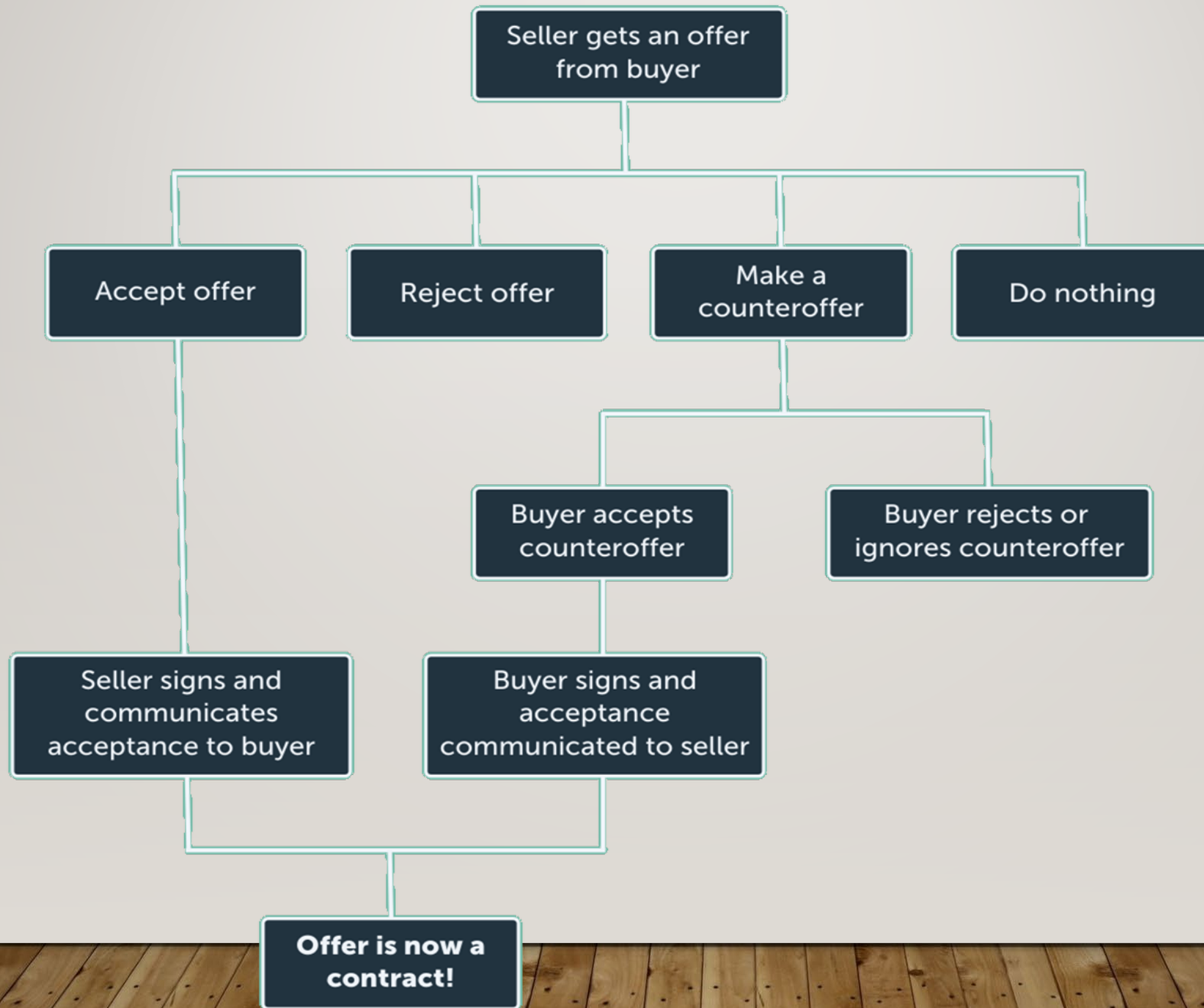
BUYER Date BUYER Date

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ from the BUYER this day of Escrow Agent or Authorized Representative



Submission of Offer



Offer Accepted!

Next Steps



MEET WITH ME



MORTGAGE PRE-APPROVAL



VISIT HOMES



IDENTIFY "THE ONE"



WRITE OFFER W/ HOME WARRANTY



INSPECTIONS



ACCEPTED OFFER



NEGOTIATIONS



COUNTER OFFER

REPAIR REQUESTS



APPRAISAL



TITLE WORK



SCHEDULE CLOSING



TAKE POSSESSION



CLOSING



FINAL WALK-THRU



YOUR NEW HOME!



YOUR NEW HOME!

Market Value / Listing Price

Appraisal Value / Assessed Value

- Market /Listing Price: Sales Price Listed for Home
- Appraisal Value: Third Party Valuation
- Assessed Value: City Town Valuation for Taxes
 - Usually far less then Appraisal (which is good for you)





Thank
you!



Kelly Espinola, REALTOR®
Keller Williams Realty Merrimack Valley

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